



# City of Cartersville

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

**COUNCIL PERSONS:**

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

**AGENDA**

Council Chamber, Third Floor of City Hall – 7:00  
PM – 5/16/2013  
**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. May 2, 2013 (Page 3-10)

[Attachments](#)

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**B. Commendation/Recognition**

1. Quacky the Duck for Advocates for Bartow's Children (Page 11)

[Attachments](#)

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**C. Appointments**

1. Alcohol Control Board (Page 12)

[Attachments](#)

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**D. Contracts/Agreements**

1. Professional Probation Services Lease (Page 13-21)

[Attachments](#)

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**E. Change Order**

1. Tennessee Street – Walgreens Water Main Project: Final Change Order (Page 22)

[Attachments](#)

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**F. Engineering Services**

1. Water Main Relocation for DOT State Route 20 Widening and Relocation Project (Page 23-25)

[Attachments](#)

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## **G. Bid Award/Purchases**

1. Cleaning and Video of Four Water Storage Tanks (Page 26-28)

[Attachments](#)

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2. Replacement of Sewer Inspection Push Camera (Page 29-31)

[Attachments](#)

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3. Sixty Inch Commercial Mower (Page 32-44)

[Attachments](#)

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4. Field Groomer (Page 45 - 52)

[Attachments](#)

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5. Vehicle Purchases (Page 52 - 75)

[Attachments](#)

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## **H. Monthly Financial Statement**

1. March 2013 (Page 76-80)

[Attachments](#)

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# City of Cartersville

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City Council Meeting  
5/16/2013 7:00:00 PM  
May 2, 2013

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|-------------------------------------------|--------------------------------------------------------|
| <b>SubCategory:</b>                       | Council Meeting Minutes                                |
| <b>Department Name:</b>                   | Clerk                                                  |
| <b>Department Summary Recommendation:</b> | Attached are the minutes for your review and approval. |
| <b>City Manager's Remarks:</b>            | Your approval of the May 2nd minutes is recommended.   |
| <b>Financial/Budget Certification:</b>    |                                                        |
| <b>Legal:</b>                             |                                                        |
| <b>Associated Information:</b>            |                                                        |
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City Council Meeting  
 10 N. Public Square  
 May 2, 2013  
 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 McDaniel

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

## **II. Regular Agenda**

### **A. Council Meeting Minutes**

#### **1. April 18, 2013**

A motion to approve the April 18, 2013 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

### **B. Commendation/Recognition**

#### **1. Teachers of the Year**

Mayor Santini stated that it has become a tradition for Council honor the teachers of the year. Mayor Santini presented a resolution to the following 2014 Teachers of the year.

- Paige Robbins – Cartersville Primary
- Rachel Phillips – Cartersville Elementary
- Debbie Justus – Cartersville Middle School
- Michelle Stone – Cartersville High School

### **C. Proclamations**

#### **1. National Historic Preservation Month Pages**

Richard Osborne, City Planner stated that the National Trust for Historic Preservation has declared the month of May as National Preservation Month and asked that Mayor Santini read

the Proclamation.

### **Proclamation**

Since the National Trust for Historic Preservation created Preservation Week in 1971 to spotlight grassroots preservation efforts in America, it has grown into an annual celebration observed by small towns and big cities with events ranging from architectural and historic tours and award ceremonies to educational programs and heritage travel opportunities.

Due to its popularity, in 2005 the National Trust for Historic Preservation extended the celebration to include the entire month of May and declared it Preservation Month to provide an even longer opportunity to celebrate the diverse and unique heritage of our country's cities and states, and enable more Americans to become involved in the growing preservation movement.

By declaring National Preservation Month's 2013 theme as "See it, Save it, Celebrate it," communities from coast to coast like Cartersville, which are filled with historic treasures, will be celebrating. The National Trust for Historic Preservation has encouraged communities to reach out to our growing audience of neighbors, tourists, and preservationists by promoting historic places in our community, and encourage newcomers to learn more about Cartersville's local preservation efforts.

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

**ATTEST:**

/s/ **Connie Keeling**  
**Connie Keeling**  
**City Clerk**

#### **D. Presentations**

##### **1. Historic Preservation Commission Awards**

Richard Osborne, City Planner stated that the Cartersville Historic Preservation Commission had chosen three properties (two residential and one commercial) to be awarded for their excellent renovation projects. The two residential properties are 108 Lee Street owners Harry and Vandi White and 501 West Avenue owners Mike and Heather Ellington. The commercial property is 39 South Public Square, Andy Bowen with Cohutta Fishing Company. Daneise Archer presented the awards to the recipients.

#### **E. Public Hearing – 2<sup>nd</sup> Reading of Zoning/Annexation Requests**

##### **1. File SU13-01: Special use application by Aisha Alston for property located at**

**178 S. Morningside Drive (approximately 0.7 acres) to operate a Personal Care Home on property zoned G-C (General Commercial)**

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 this tract is located at 178 S. Morningside Drive. This property includes an auto repair shop and a single-family residence that dates from approximately 1940 that was used as a Personal Care Home from 1990 – 2000. Mr. Mannino stated that the applicant would like to use this as a Personal Care Home and a Special Use is required in the G-C Zoning District. The applicant has agreed that all required codes will be met. Mr. Mannino stated that there have been no additions or deletions since the first reading, and the Planning Commission recommended approval.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing.

A motion to approve the special use application Ordinance No. 07-13 was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

**Ordinance**

**of the**

**City of Cartersville, Georgia**

**Ordinance No. 07-13**

**Petition No. SU 13-01**

**NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by John Veltre. Property is located 178 South Morningside Drive. Said property contains 0.68 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lot(s) 480 as shown on the attached plat Exhibit “A”. Property is currently rezoned from G-C (General Commercial) to G-C (General Commercial) with a special use to Operate a Personal Care Home. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.**

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this the 18<sup>th</sup> day of April 2013.**

**ADOPTED this the 2<sup>nd</sup> day of May 2013. Second Reading.**

**/s/ Matthew J. Santini**

**Matthew J. Santini**  
**Mayor**

**ATTEST:**

**/s/ Connie Keeling**  
**Connie Keeling**  
**City Clerk**

**2. File Z13-01: Rezoning application by John Waters for property located at 6 Porter Street (approximately 2.7 acres) from L-I (Light Industrial) and R-15 (Residential) to L-I (Light Industrial)**

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 this tract is located at 6 Porter Street and presently contains a prefabricated metal industrial building approximately 3,000 square feet in size, located near the road. Most of the 2.7 acres has been cleared or has few trees and Georgia Power transmission lines run along the rear of the property. Mr. Mannino stated that while there are no plans to redevelop this property the applicant seeks to rezone this property so that the entire tract is zoned L-I (Light Industrial). There have been no additions or deletions since the first reading and the Planning Commission has recommended approval.

Mayor Santini opened the floor for a public hearing and with no comments Mayor Santini closed the public hearing.

A motion to approve the rezoning Ordinance No. 08-13 was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

## **Ordinance**

**of the**

**City of Cartersville, Georgia**

**Ordinance No. 08-13**

**Petition No. Z13-01**

**NOW BE IT AND IT IS HEREBY ORDAINED** by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by John and Carolyn Waters Trust. Property is located 6 Porter Street. Said property contains 2.7 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lot(s) 310 and 339 as shown on the attached plat Exhibit "A". Property is hereby rezoned from L-I (Light Industrial) and R-

**15 (Single-family Residential) to L-I (Light Industrial). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.**

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this the 18<sup>th</sup> day of April.**

**ADOPTED this the 2<sup>nd</sup> day of May 2013. Second Reading.**

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

**ATTEST:**

**/s/ Connie Keeling  
Connie Keeling  
City Clerk**

**F. Contracts/Agreements**

**1. Eddie Lee Wilkins Youth Association**

Tom Rhinehart, Finance Director stated that this is the annual contract with the Eddie Lee Wilkins Youth Summer Program for 2013. Mr. Rhinehart stated that one half of the \$18,000 funding was included in the 2012-2013 budget and the other half is included in the 2013-2014 budget and will be distributed if written documentation for the location is provided before the payout date. Mr. Rhinehart recommended approval.

A motion to approve the agreement with the Eddie Lee Wilkins Youth Association was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

A second motion to amend the contract with the correct contact person listed was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

**2. Arista Information Systems**

Dan Porta, Assistant City Manager stated that currently the printing and mailing of utility bills is done in house using a Pitney Bowes mailing machine that was purchased in March 2006. Unfortunately this machine is past its useful life and the cost of a new machine is approximately \$33,000 with an annual maintenance cost average of \$4,100 per year. After evaluating the option to purchase or lease another mailing machine Mr. Porta stated that he believed the best option for the city is to outsource this process and recommended approval of the agreement with Arista Information Systems

A motion to approve the agreement with Arista Information Systems was made by

Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 4-0

### **3. Facility/Dude Utility Tracking Software**

Dan Porta, Assistant City Manager stated the FacilityDude provides software for the purpose of tracking and analyzing utility consumption across groups of facilities and have an agreement with Johnson Controls to provide the service to local governments free for one year. In return Johnson Controls is given anonymized data for their research purposes and they place a logo in our version of the software. Mr. Porta stated that if the city does not wish to continue after one year then we cancel the service and there will be no charge. Mr. Porta recommended approval.

A motion to approve and amend the contract to add Rome and Cartersville respectively was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote 4-0

## **G. Bid Award/Purchases**

### **1. Asphalt Roller**

Jeff Geisen, Public Works Assistant Director stated that this Asphalt Roller with trailer will replace a 1972 roller that is no longer in service due to mechanical failures. G.J.&L. d/b/a Border Equipments has the State Contract for heavy equipment and Mr. Geisen recommended approval to purchase this equipment through the GMA Lease Pool for the amount of \$41,604.40.

A motion to approve the purchase from Border Equipments was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

### **2. Municipal Court Renovations**

Tom Rhinehart, Finance Director stated that the asbestos flooring had been removed from the Municipal Court Building and bids were requested from three contractors for the continued renovations. Only one bid was received from Earl Hightower Construction in the amount of \$48,400. Mr. Rhinehart stated that he has requested that as many light fixtures and ceiling tiles be recycled as possible to reduce costs and recommended approval up to \$48,000.00.

A motion to approve the agreement with Earl Hightower Construction for an amount up to \$48,000.00 was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 4-0

### **3. Vehicle Purchases**

Tom Rhinehart, Finance Director stated that bids had been placed on the website for new vehicles; however, since there were no local dealership bids in this group he recommended that

all bids rejected and vehicles be rebid.

A motion to reject all bids and reopen bids was made by Council Member Tate and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

## **H. Surplus Equipment**

### **1. Surplus Equipment**

Tom Rhinehart, Finance Director presented a list of equipment to be declared surplus and advertised on GovDeals.com or disposed of as scrap metal after the items are advertised in the local paper. Mr. Rhinehart recommended approval.

A motion to approve the surplus list was made by Council Member Stepp and seconded by Council Member McDaniel. Motion carried unanimously. Vote 4-0

A motion to adjourn the meeting was made by Council Member Stepp 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

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**City Council Meeting**

**5/16/2013 7:00:00 PM**

**Quacky the Duck for Advocates for Bartow's Children**

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|                                           |                                                                                                                                                                                                                                     |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Commendation/Recognition                                                                                                                                                                                                            |
| <b>Department Name:</b>                   |                                                                                                                                                                                                                                     |
| <b>Department Summary Recommendation:</b> | Patty Eager of Advocates for Bartow's Children would like for Quacky to be recognized and she has submitted a statement to be read by Mayor Santini regarding the Duck Derby and the other work done by Advocates in the community. |
| <b>City Manager's Remarks:</b>            | No formal action is required of City Council on this item.                                                                                                                                                                          |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                     |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                     |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                     |

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# City of Cartersville

City Council Meeting  
5/16/2013 7:00:00 PM  
Alcohol Control Board

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Appointments                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Department Name:</b>                   | Planning & Development                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Department Summary Recommendation:</b> | Currently there are three positions on the Alcohol Control Board set to expire in June 2013. After speaking with these members whose posts are for three year terms (Richard Napps, Martha Welstandt, and Christine Brown), they have stated that they are willing to continue to serve with their new terms expiring June 3, 2016. Staff recommends approval of the reappointment of these three board members. |
| <b>City Manager's Remarks:</b>            | Your approval of these reappointments to the Alcohol Control Board is recommended.                                                                                                                                                                                                                                                                                                                               |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Legal:</b>                             | N/A                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Associated Information:</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                  |



# City of Cartersville

**City Council Meeting**  
**5/16/2013 7:00:00 PM**  
**Professional Probation Services Lease**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Contracts/Agreements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Department Name:</b>                   | Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department Summary Recommendation:</b> | Professional Probation Services, who handles probation for the city, is interested in renting the back portion of the Municipal Court Facility (old Police Station). If approved, the rental agreement will become effective on July 1, 2013 and continue through December 31, 2015. The City Council has the option to modify, amend or terminate the contract at any time. The monthly rental rate is \$1,100 per month with the city providing internet, telecommunications and utilities. I recommend approval of this rental agreement. |
| <b>City Manager's Remarks:</b>            | Your approval of this lease is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Associated Information:</b>            | Everify documents are part of the contract and attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

# REAL ESTATE LEASE AND MAINTENANCE AGREEMENT

*THIS LEASE and MAINTENANCE AGREEMENT* (hereinafter referred to as "Lease"), made and entered into as of the 9<sup>th</sup> day of May, 2013, by and between CITY OF CARTERSVILLE ("Landlord") and Professional Probation Services, Inc. ("Tenant").

## WITNESSETH:

*WHEREAS*, Landlord is the owner of that certain improved real estate commonly known as 178 West Main Street, Cartersville, Bartow County, Georgia (the "Property"). For a more particular description, see Exhibit "A" which is attached hereto and incorporated herein by reference; and

*WHEREAS*, Tenant desires to lease a portion of the Property from Landlord as indicated on Exhibit "A" herein referenced to as the "Premises"; and keep said premises in repair and maintained in a habital state; and

*WHEREAS*, Landlord is willing to lease the Premises to Tenant upon the terms and conditions herein set forth.

*NOW, THEREFORE*, for and in consideration of the mutual promises herein set forth, Landlord and Tenant agree as follows:

1. Landlord hereby leases and rents to Tenant and Tenant hereby agree to lease and take the premises and upon the terms and conditions hereinafter set forth.
2. The term of this Lease shall commence on July 1, 2013 and end on December 31, 2013. The Lease shall be automatically renewed for up to two (2) 1 year terms, provided that the Mayor and City Council do not take action at a public meeting in December or January of the renewable year to terminate or not renew this lease and the Tenant provides notice of intent of renewing by December 1<sup>st</sup> of each year of the lease. Landlord agrees to deliver possession of the Premises to Tenant on the commencement date hereof.
3. Tenant agrees to the use of said Premises and to be liable for all obligations, terms and conditions contained herein.
4. Tenant agrees to provide the following service in lieu of rent:
  - (a) Tenant shall pay landlord rent of \$1,100.00 per month by the 1<sup>st</sup> of each month of the lease.
  - (b) Tenant shall be responsible for all maintenance and repair of the interior premises, including cleaning and maintenance of rented space including restrooms, interior and exterior doors, etc. Landlord will maintain building exterior (roof, siding, lawn).
  - (c) Landlord shall pay 100% of all reasonable utility bills including, but not limited to, water, sewer, gas, electricity, stormwater and garbage collection services rendered to the Premises or used by Tenant in connection therewith.

5. Tenant shall procure from a qualified insurance company and maintain during the entire term of this Lease the following coverages:
  - (a) Fire and extended coverage insuring the full value of Tenant's interest in the improvements on the Premises, office furniture, equipment, fixtures and supplies therein and the replacement cost of said premises and shall name Landlord as an additional insured and furnish a certificate evidencing such coverage to Landlord.
  - (b) Comprehensive general public liability insurance insuring the Tenant, its officers, partners, employees, agents and representatives against loss or damage arising from injury or death to persons or Premises occurring within the leased Premises. Such insurance shall be in an amount not less than \$2,000,000.00. Tenant shall name Landlord as an additional named insured under this subparagraph and furnish a certificate evidencing such coverage to Landlord.
6. The Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance of the Premises.
7. Tenant can only provide probation services at this location.
8. Tenant agrees not to abandon or vacate the Premises during the term of this lease without sixty (60) days prior notification to Landlord.
9. Tenant accepts the Premises in its present condition as suited for the use intended by the Tenant. Tenant shall, at Tenant sole expense, maintain the Premises, the fixtures and appurtenances thereon in first class condition and repair, and will suffer no active or permissive waste or injury thereof and the Tenant shall, at Tenant's sole expense, promptly repair all injury or damage to the Premises from whatever cause, other than damage which the Landlord is expressly obligated to repair.
10. Tenant shall have the right to install or place on the Premises machinery, apparatus, equipment and other Premises of whatever nature, all of which shall remain the Premises of Tenant, whether or not attached to improvements comprising the Premises. So long as Tenant is not in default on its obligations, or upon giving bond for any obligations claimed by Landlord to be in default, Tenant shall have the right to remove the same at any time or from time to time during the term hereof and within a reasonable time after the termination hereof; provided, however, that should Tenant so remove any machinery, apparatus, equipment or other Premises of whatever nature, Tenant shall do so at its own expense without damage or injury to the Premises. In the event of damage or injury to the Premises, Tenant shall repair or restore the Premises to its condition as existed prior to the installation and removal of such machinery, apparatus, equipment or other Premises.
11. If the Premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, and such damage cannot be repaired within sixty (60) days after the date of such casualty or if all or substantially all of the building is taken pursuant to condemnation proceedings, this Lease shall, at the option of either party upon written notice to the other, terminate as of the date of such destruction or taking, and rental shall be accounted for as between Landlord and Tenant as of that date.

If neither party elects to terminate this Lease or if the Premises can be restored within the period provided above, Landlord shall rebuild the premises in a reasonable time and with due diligence with this Lease remaining in force except that Tenant's obligations shall abate until the Premises is restored to a tenantable condition. If the Premises is damaged but not wholly destroyed by any casualties after any condemnation proceeding is economically usable by Tenant in its operations, this Lease shall not terminate but Landlord shall restore the Premises to substantially the same condition as before damage or taking in a reasonable time and with due diligence. In the event of damage by casualty, Tenant's obligations shall abate in such proportion as use of the Premises has been destroyed and when the Premises are restored to tenantable condition, full rental shall commence. In the event of a partial taking, rent shall abate on a permanent basis determined by the square footage of the Premises so taken and the rent rate for such area.

12. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to persons or Premises by reason of the use or occupancy of the Premises, and all expenses incurred thereof, including but not limited to in addition all suits, damages, expenses, injuries, claims arising in any manner whatsoever attorney's fees and court costs.
13. Tenant may not assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant, without the prior written consent of the Landlord. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior consent of Landlord. Any assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.
14. It is mutually agreed that in the event Tenant shall default in Tenant's obligations as defined herein, within ten (10) days from the date said obligation becomes due, or if Tenant shall default in the performance of any of the terms or provisions of this Lease other than the provision requiring the payment of rent and such default continues for a period of thirty (30) days after notice from Landlord, or if Tenant are adjudicated bankrupt and such proceeding is not dismissed within forty-five (45) days after the filing thereof, then, and in any of said events, Landlord, at his option, may at once terminate this lease by written notice to Tenant and thereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.
15. Landlord may, as Tenant's agent and without terminating this Lease, upon Tenant's default under this Lease and the lapse of any applicable grace period, at Landlord's option, enter upon and relet the Premises on the best available terms obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper.

16. Landlord may enter the Premises at reasonable hours and upon reasonable notice to exhibit the same to prospective purchasers or Tenant and to make repairs to Landlord's adjoining Premises, if any. Landlord agrees that Tenant shall be permitted to have a representative monitor any such entry on to the Premises if Tenant feel such is necessary to protect the security and confidentiality of Tenant's business activities on the Premises. Landlord agrees to indemnify and hold Tenant harmless from any loss or damage caused to Tenant's equipment or Premises on the Premises which results from any act or negligence of Landlord, Landlord's agents, employees or licensees during such entry.
17. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect landlord's right to collect rent for the period prior to termination thereof.
18. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Nothing contained herein nor any action or inaction by Landlord shall be deemed to grant to Tenant any right, power or permission to perform any act or make any agreement which may create, give rise to or constitute the foundation for any right, title, interest, lien, charge or other encumbrance upon Landlord's estate in the Premises. So long as Tenant is not in default hereunder, Tenant shall have full and quiet enjoyment of the Premises.
19. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate in effect at the end of the Lease and such holding over shall not operate as a renewal of this lease by operation of law.
20. If any obligations or funds owing under this Lease are collected by or through an attorney-at-law, Tenant agrees to pay Landlord's attorney's fees, not to exceed fifteen percent (15%) of such collection. If Tenant shall bring suit to enforce Landlord's obligations hereunder, Tenant shall be entitled to recover its attorney's fees if Tenant prevail in such action.
21. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive, to those given by law.
22. Tenant hereby appoint as Tenant's agent to receive service of all dispossessory or distant proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time or occupying the Premises; and if no person is in charge of or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises.
23. All notices to shall be sent to:

**Landlord**

City of Cartersville, Georgia  
 Attention: Assistant City Manager  
 P. O. Box 1390  
 Cartersville, Georgia 30120

**Tenant**

PPS, Inc.  
 1770 Indian Trail Rd  
 Suite 350  
 Norcross GA 30093  
 Attn: Clay Cox

Either party may change its mailing address by written notice delivered to the other.

24. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.
25. This Lease has been executed and delivered in, and shall be subject to and governed by the laws of the State of Georgia. Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Lease.
26. Time is of the essence of this Lease.
27. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
28. This Lease may be executed simultaneously in two or more counterparts, each one of which shall be deemed an original but all of which together shall constitute one and the same instrument.
29. During the entire duration of this contract, Tenant must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.
30. This Lease may be altered, amended or terminated by a written agreement signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the date and year first above written.

**LANDLORD: CITY OF CARTERSVILLE**

Signed, sealed and delivered  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor, Matthew Santini

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
City Clerk, Connie Keeling

\_\_\_\_\_  
My Commission Expires

**TENANT:**

Signed, sealed and delivered  
this 9<sup>th</sup> day of May, 2013.

BY: \_\_\_\_\_

John C. Cox

Diana Fessenden  
WITNESS

ATTEST:

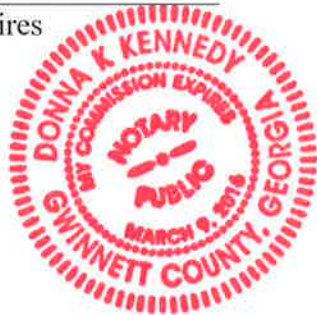
Donna K. Kennedy  
NOTARY PUBLIC

BY: \_\_\_\_\_

Diana M Fessenden

3/9/2016

My Commission Expires



# CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

159886  
EEV/Basic Pilot Program\* User Identification Number

Diana Fessenden / PPS  
BY: Authorized Officer or Agent  
(Contractor Name)

5-9-13  
Date

Professional Probation Services, Inc. / Directors of Human Resources  
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

1770 Indian Trail Rd, #350 Norcross GA 30093  
Contractor Address

Diana Fessenden  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
9<sup>th</sup> DAY OF May, 2013  
Donna K. Kennedy  
Notary Public  
My Commission Expires:  
3/9/2016



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). The link to register for E-verify is: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

# AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Professional Probation Services, Inc.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

John C. Cox  
Signature of Applicant:

5-9-13  
Date

John C. Cox  
Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

9<sup>th</sup> DAY OF May, 2013

Donna K. Kennedy

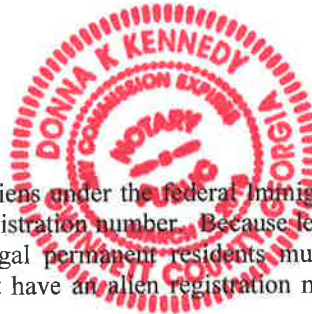
Notary Public

My Commission Expires: 3/9/16

\*

Alien Registration number for non-citizens

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:





# City of Cartersville

City Council Meeting

5/16/2013 7:00:00 PM

## Tennessee Street – Walgreens Water Main Project: Final Change Order

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Change Order                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Department Summary Recommendation:</b> | <p>MEMO<br/>TO: Sam Grove<br/>FROM: Jim Stafford<br/>DATE: May 8, 2013<br/>SUBJECT: Final Adjustment Change Order<br/>Tennessee Street – Walgreens Water Main Project</p> <p>The Council approved the original contract for construction of the Tennessee Street – Walgreens Water Main Project with C &amp; L Contractors for an amount of \$86,510. Additional piping and connections installed resulted in a \$10,851.20 increase to the originally approved contract. The final adjusted contract amount for this project is \$97,361.20 with this increase. The Water Department recommends approval of the Final Adjustment Change Order in the amount of \$10,851.20. This project will be paid for partially from Bond funds and partially from a \$25,000 payment from Walgreens to advance this portion of the Tennessee Street Water Main replacement project. E-Verify and SAVE documentation was submitted with the bid and is on hand.</p> |
| <b>City Manager's Remarks:</b>            | Approval in the change to this contract in the amount of \$10,851.20 for items noted above is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Financial/Budget Certification:</b>    | This project will be paid for partially from Bond funds and partially from a \$25,000 payment from Walgreens to advance this portion of the Tennessee Street Water Main replacement project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Associated Information:</b>            | E-verify and SAVE are on file and also on initial council agenda for project approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



# City of Cartersville

City Council Meeting

5/16/2013 7:00:00 PM

## Water Main Relocation for DOT State Route 20 Widening and Relocation Project

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Engineering Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Department Summary Recommendation:</b> | <p>MEMO<br/>TO: Sam Grove<br/>FROM: Jim Stafford<br/>DATE: Thursday, May 09, 2013<br/>SUBJECT: Proposal for Engineering Services for Water Main Relocation for DOT State Route 20 Widening and Relocation Project</p> <p>The water main along Hwy 411 near Peebles Valley Road must be relocated due to conflicts with the proposed DOT State Route 20 Widening and Relocation Project. The Cartersville Water Department has received a proposal from Sweitzer Engineering for the design, permitting and bidding of the necessary water main relocation. Sweitzer has performed similar work for the Bartow County Water Department for this same DOT project and is already familiar with the project and permitting process. The proposal from Sweitzer Engineering is for an amount not to exceed \$17,750.00 which includes an allowance for easement plat preparation and application to DOT for reimbursement for portions of the water main located on private easement. This price is considered reasonable given the scope of the project. The cost is to be paid from the budget item for capital improvements. I recommend approval of this contract. E-Verify and SAVE Documentation was submitted with the proposal and is attached. A separate contract will be required in the future for project inspection.</p> |
| <b>City Manager's Remarks:</b>            | Recommend proposal from Sweitzer Engineering is for an amount not to exceed \$17,750.00 be awarded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial/Budget Certification:</b>    | The cost is to be paid from the budget item for capital improvements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Associated Information:</b>            | E-Verify and SAVE Documentation was submitted with the proposal and is attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

Cover Memo

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

**243158**

EEV/Basic Pilot Program\* User Identification Number

BY: *John H. Sweitzer*  
 Authorized Officer or Agent  
 (Contractor Name)

5/9/13  
 Date

**SWEITZER ENGINEERING, INC.****PRESIDENT**

Contractor/Entity Name

Title of Authorized Officer or Agent of Contractor

**5655 LAKE ACWORTH DRIVE, SUITE 120, ACWORTH, GEORGIA 30101**

Contractor Address

**JOHN HENRY SWEITZER**

Printed Name of Authorized Officer or Agent

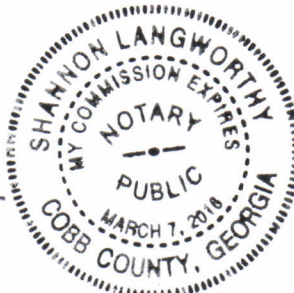
SUBSCRIBED AND SWORN  
 BEFORE ME ON THIS THE

9<sup>th</sup> DAY OF May, 2013

*Shannon Langworthy*  
 Notary Public

My Commission Expires:

3-7-16



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

# AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

## **JOHN HENRY SWEITZER**

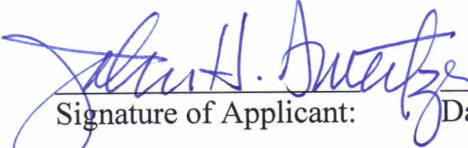
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

## **SWEITZER ENGINEERING, INC.**

[Name of business, corporation, partnership]

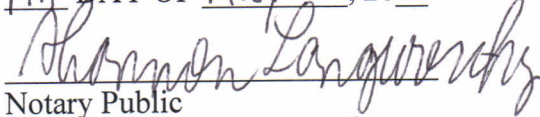
- 1)     **X**     I am a United States citizen
- 2)     \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

 5/9/13  
 Signature of Applicant: \_\_\_\_\_ Date  
 JOHN H. SWEITZER  
 Printed Name: \_\_\_\_\_

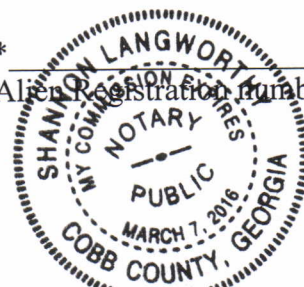
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

9<sup>th</sup> DAY OF May, 2013

  
Notary Public

My Commission Expires: 3-7-16

\* \_\_\_\_\_  
Alien Registration Number for non-citizens



\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



# City of Cartersville

**City Council Meeting  
5/16/2013 7:00:00 PM  
Cleaning and Video of Four Water Storage Tanks**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Department Summary Recommendation:</b> | <p>Memo<br/>To: Sam Grove<br/>From: Jim Stafford<br/>Date: 5-7-13<br/>Subject: Cleaning and Video Four Water Storage Tanks</p> <p>Bids were requested for cleaning four water storage tanks. This was done about seven years ago and we need to do this again in order to look at the condition of the interior of these tanks.</p> <p>Bids were as follows:</p> <ul style="list-style-type: none"><li>• Southeastern Underwater - \$13,500</li><li>• LiquiVision Diving - \$14,470</li><li>• Liquid Engineering - \$16,625</li></ul> <p>I recommend award of this project to low bidder Southeastern Underwater for \$13,500.00. This will be paid from budget and all SAVE and E-Verify are attached.</p> |
| <b>City Manager's Remarks:</b>            | Your approval of the low bidder Southeastern Underwater for \$13,500.00 is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Financial/Budget Certification:</b>    | This will be paid from budget.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Associated Information:</b>            | SAVE and E-Verify are attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

# CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

151096  
EEV/Basic Pilot Program\* User Identification Number

BY: Clifford L. GRAY May 9, 2013  
Authorized Officer or Agent (Contractor Name) Date

Southeastern Underwater PARTNER  
Contractor/Entity Name SERVICES, LLC Title of Authorized Officer or Agent of Contractor

126 N. Washington Ave., Greenville SC 29611  
Contractor Address

Clifford L. GRAY  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

9 DAY OF May, 2013

[Signature]  
Notary Public

My Commission Expires:

May 13, 2012

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

# AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Steve Burdcal

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Southeastern Underwater Services, Inc.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Steve Burdcal 5-9-13  
Signature of Applicant: Date

Steve Burdcal 5-9-13  
Printed Name:

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

9 DAY OF May, 2013

Pamela C. Patterson

Notary Public

My Commission Expires: My Commission Expires  
November 3, 2013

\*  
Alien Registration number for non-citizens

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



# City of Cartersville

**City Council Meeting  
5/16/2013 7:00:00 PM  
Replacement of Sewer Inspection Push Camera**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Department Name:</b>                   | Water Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Department Summary Recommendation:</b> | <p>MEMO</p> <p>TO: Sam Grove<br/>FROM: Jim Stafford<br/>DATE: May 16, 2013<br/>SUBJECT: Replacement of Sewer Inspection Push Camera</p> <p>We need to replace our current push camera which was purchased in 1992 for \$18,950. This camera is used to visually inspect small diameter pipes in the 4 – 8 inch range. The camera has lasted well beyond its expected lifetime as it has been used multiple times per week for the last 20 years. This is a critical piece of equipment in diagnosing and repairing sewers. Bids received for a replacement camera were as follows:</p> <ul style="list-style-type: none"><li>• P&amp;H Supply - \$17,050.64</li><li>• Jet-Vac Sewer Equipment - \$18,988.55</li><li>• Ridge Tool Company - \$18,724.05</li></ul> <p>I recommend approval of this purchase from P&amp;H Supply in the amount of \$17,050.64. This is a budgeted item. Proper E-verify and SAVE documentation is in hand for this vendor.</p> |
| <b>City Manager's Remarks:</b>            | The purchase of this unit from P&H Supply in the amount of \$17,050.64 is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Financial/Budget Certification:</b>    | This will be paid for from the budget.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Associated Information:</b>            | E-verify and SAVE are attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |



## CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

217394  
EEV/Basic Pilot Program\* User Identification Number  
P.H. Supply Co., Inc.  4-27-13  
BY: Authorized Officer or Agent Date  
(Contractor Name)

P.H. Supply Co., Inc. Secretary / Treasurer  
Contractor Entity Name Title of Authorized Officer or Agent of Contractor

101 Lennox Avenue Warrenton OR 97146  
Contractor Address

Dodge H. Johnson  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

27th DAY OF April, 2013



Notary Public

My Commission Expires:

3-17-17

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



# City of Cartersville

**City Council Meeting**  
**5/16/2013 7:00:00 PM**  
**Sixty Inch Commercial Mower**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department Name:</b>                   | Parks and Recreation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Department Summary Recommendation:</b> | <ul style="list-style-type: none"><li>• Cartersville Parks and Recreation Department received bids for a “60” Cut, zero-turn, rear-discharge, commercial mower. I recommend the low bid of \$9,484.16 from Taylor Farm Supply. The bid meets required specifications and E-verify and SAVE affidavits were received for this budgeted item. This item will be purchased on lease-pool.</li><li>• Taylor Farm Supply, Cartersville - \$9,484.16 for Hustler Super Z; meets specs.</li><li>• Snead Agriculture Supplies, Cartersville - \$12,776.00 for John Deere #997, Z-Trak; meets specs.</li><li>• Jerry Pate Turf &amp; Irrigation - \$18,474.62 for Toro Grandmaster; meets specs.</li></ul> |
| <b>City Manager's Remarks:</b>            | Low bid to Taylor Farm Supply, Cartersville - \$9,484.16 for Hustler Super Z is recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item and will be paid from the leasepool program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Associated Information:</b>            | Everify and SAVE attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

**2013**  
**Cartersville Parks & Recreation Department**  
**60" Cut, Zero-Turn**  
**Commercial Riding Mower**  
**Quote Request - Revised**

Cartersville Parks and Recreation Department invites your company to quote on the following equipment, One – (1) 60" Cut, Zero-Turn – Commercial Mower. Product must be delivered to the Cartersville Parks & Recreation Department; Dellinger Park; 100 Pine Grove Road; Cartersville Georgia 30120, three – (3) weeks after order is placed. Any questions, please call J.S Gordy, 770-607-6172. Please return quote by 12:00 p.m., Wednesday, May 8<sup>th</sup>, 2013. Quote maybe faxed ((770-387-5625), e-mail [gordy@cityofcartersville.org](mailto:gordy@cityofcartersville.org), or mailed to (Cartersville Parks & Recreation: P.O. Box 1390; Cartersville GA 30120) or delivered to Dellinger Park Office.

The City reserves the right to reject any or all bids or to accept only that bid which the City deems is in their best interest. All E-verify and SAVE documents must be completed and returned with bids.

**60" Cut, Zero-Turn, Commercial Mower**

**Minimum Specifications as follows:**

**Meets Specs. Yes/ No**

|               |                                                                                                                                                                                                                                                                                               |            |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Engine:       | Minimum – 27 HP, air cooled<br>V-twin 4-cycle vertical shaft OHV<br>Gasoline – 2 Cylinder Engine or 27 HP<br>Diesel Liquid Cooled (3 cylinders)                                                                                                                                               | <u>yes</u> |
| Electrical:   | 12 Volt system, ignition switch w/ electric<br>spark ignition switch; hour meter; engine<br>warning light                                                                                                                                                                                     | <u>yes</u> |
| Drive System: | Dual hydrostatic, individual pumps<br>power 2 direct drive wheel motors<br>Zero turning radius                                                                                                                                                                                                | <u>yes</u> |
| Mower Frame:  | Welded, heavy-duty steel-tubing w/ internal<br>gusset; 1.5" x 3" x .17" tubing                                                                                                                                                                                                                | <u>yes</u> |
| Deck:         | Floating Deck with foot operated deck height<br>Adjustment or equivalent deck (non-scalping)<br>w/ <b>rear discharge</b> ; Heavy-duty multi-layered or stamped deck<br>deck (min. 7/16" thickness), w/ ductile iron,<br>w/ steel shafts & sealed ball bearings;<br>1" – 5.25" cutting height; | <u>yes</u> |

3 - hardened heavy-duty blades

Page 2, **60" Cut, Zero-Turn, Commercial Mower**

Tires: Front: semi-pneumatic or pneumatic yes  
Rear: Turf tread

Fuel: Gasoline - minimum 12 gal. capacity yes

Seat: Foam padded, high back, spring cushion,  
heavy-duty seat with armrests w/ adjustment yes

Safety Controls: Operator presence controls on seat, deck clutch,  
& parking brake switches, roll-over protection  
w/ seat belt yes

Delivered Price/Date: \$9,484.16 by May 29<sup>th</sup> 2013Name/Type & Model: Hustler Super Z 932053Engine Model/Type/ HP: Kawasaki FX850 31HP

Company: Taylor Farm Supply  
12 Leake Street  
Cartersville GA 30120

Print Name: Keith TaylorSignature: [Signature] Date: 5-2-13Phone #: 770-382-4951

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

406418  
EEV/Basic Pilot Program\* User Identification Number

Sandy Taylor  
BY: Authorized Officer or Agent  
(Contractor Name)

5-2-13  
Date

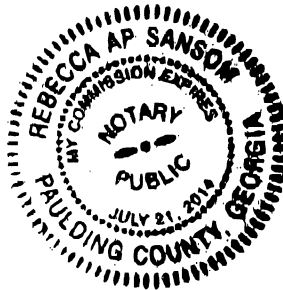
Taylor Farm Supply  
Contractor/Entity Name

CFO  
Title of Authorized Officer or Agent of Contractor

12 Leake St. Cartersville, GA. 30120  
Contractor Address

Sandy Taylor  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
2<sup>nd</sup> DAY OF May, 2013  
[Signature]  
Notary Public  
My Commission Expires:  
July 01, 2014



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

# AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefit (circle one) for

Sandy Taylor  
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Taylor Farm Supply  
[Name of business, corporation, partnership]

- 1) ☒ I am a United States citizen
- 2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Sandy Taylor 5-2-13  
Signature of Applicant: Date

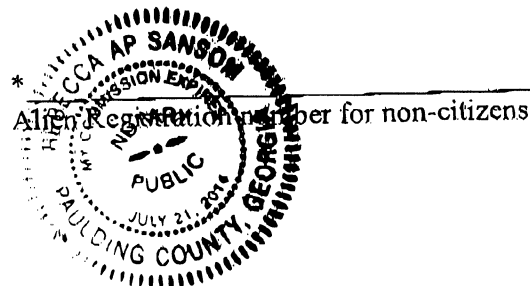
Sandy Taylor  
Printed Name:

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
2<sup>nd</sup> DAY OF May, 2013

[Signature]

Notary Public

My Commission Expires: July 31, 2014



\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

**JOHN DEERE**

Quote Id: 8054232

**Quote Summary**

**Prepared For:**  
 CARTERSVILLE PARK AND  
 RECREATION DEPARTMENT  
 , GA  
 Home: 770-3875624

**Prepared By:**  
 Ricky Sutton  
 SNEAD AG SUPPLY &  
 SERVICES  
 2225 HWY 411 NORTH  
 CARTERSVILLE, GA 30121  
 Phone: 770-387-0340  
 rsutton@sneadag.com

**Quote Id:** 8054232  
**Created On:** May 08, 2013  
**Last Modified On:** May 08, 2013  
**Expiration Date:** July 18, 2013

**Equipment Summary**

JOHN DEERE 997 Commercial L. C.  
 Diesel Max-Frame Z-Trak with 60 In.  
 Rear Discharge 7-Gauge Deck

| Selling Price  | Qty | Extended     |
|----------------|-----|--------------|
| \$ 12,776.00 X | 1 = | \$ 12,776.00 |

**Equipment Total****\$ 12,776.00****Quote Summary**

|                 |              |
|-----------------|--------------|
| Equipment Total | \$ 12,776.00 |
| SubTotal        | \$ 12,776.00 |
| Total           | \$ 12,776.00 |
| Down Payment    | (0.00)       |
| Rental Applied  | (0.00)       |
| Balance Due     | \$ 12,776.00 |



rsutton@sneadag.com  
 www.sneadag.com

**Ricky Sutton**  
**Sales**

Office: 770-387-0340  
 Cell: 770-891-5859  
 Fax: 770-387-9662  
 2225 Highway 411 North  
 Cartersville, GA 30121

**JOHN DEERE**

Salesperson : X

Accepted By : X

Item # 9

CONFIDENTIAL

**JOHN DEERE**

## Selling Equipment

Quote Id: 8054232

**JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 60 In.  
Rear Discharge 7-Gauge Deck**

Hours:

Stock Number:

|                            |                                                                                      |     |                     | Selling Price       |
|----------------------------|--------------------------------------------------------------------------------------|-----|---------------------|---------------------|
|                            |                                                                                      |     |                     | \$ 12,776.00        |
| Code                       | Description                                                                          | Qty | Unit                | Extended            |
| 095CTC                     | 997 Commercial L. C. Diesel Max-Frame Z-Trak with 60 In. Rear Discharge 7-Gauge Deck | 1   | \$ 19,972.00        | \$ 19,972.00        |
| <b>Other Charges</b>       |                                                                                      |     |                     |                     |
|                            | Setup                                                                                | 1   | \$ 70.00            | \$ 70.00            |
|                            | EnviroCrate                                                                          | 1   | \$ 40.00            | \$ 40.00            |
|                            | <b>Other Charges Total</b>                                                           |     |                     | <b>\$ 110.00</b>    |
|                            | <b>Suggested Price</b>                                                               |     |                     | <b>\$ 20,082.00</b> |
| <b>Customer Discounts</b>  |                                                                                      |     |                     |                     |
|                            | <b>Customer Discounts Total</b>                                                      |     | <b>\$ -7,306.00</b> | <b>\$ -7,306.00</b> |
| <b>Total Selling Price</b> |                                                                                      |     |                     | <b>\$ 12,776.00</b> |

**2013**  
**Cartersville Parks & Recreation Department**  
**60" Cut, Zero-Turn**  
**Commercial Riding Mower**  
**Quote Request - Revised**

Cartersville Parks and Recreation Department invites your company to quote on the following equipment, One – (1) 60" Cut, Zero-Turn – Commercial Mower. Product must be delivered to the Cartersville Parks & Recreation Department; Dellinger Park; 100 Pine Grove Road; Cartersville Georgia 30120, three – (3) weeks after order is placed. Any questions, please call J.S Gordy, 770-607-6172. Please return quote by 12:00 p.m., Wednesday, May 8th, 2013. Quote maybe faxed (770-387-5624), e-mail [gordy@cityofcartersville.org](mailto:gordy@cityofcartersville.org), or mailed to (Cartersville Parks & Recreation: P.O. Box 1390; Cartersville GA 30120) or delivered to Dellinger Park Office.

The City reserves the right to reject any or all bids or to accept only that bid which the City deems is in their best interest.

All E-verify and SAVE documents must be completed and returned with bids.

**60" Cut, Zero-Turn, Commercial Mower**

**Minimum Specifications as follows:**

**Meets Specs. Yes/ No**

|               |                                                                                                                                                                                                                                                                                               |                                                                 |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Engine:       | Minimum – 27 HP, air cooled<br>V-twin 4-cycle vertical shaft OHV<br>Gasoline – 2 Cylinder Engine or 27 HP<br>Diesel Liquid Cooled (3 cylinders)                                                                                                                                               | <u>Yes 31 HP Diesel</u><br><u>liquid cooled</u><br><u>3 cyl</u> |
| Electrical:   | 12 Volt system, ignition switch w/ electric<br>spark ignition switch; hour meter; engine<br>warning light                                                                                                                                                                                     | <u>Yes</u>                                                      |
| Drive System: | Dual hydrostatic, individual pumps<br>power 2 direct drive wheel motors<br>Zero turning radius                                                                                                                                                                                                | <u>Yes</u>                                                      |
| Mower Frame:  | Welded, heavy-duty steel-tubing w/ internal<br>gusset; 1.5" x 3" x .17" tubing                                                                                                                                                                                                                | <u>Yes</u>                                                      |
| Deck:         | Floating Deck with foot operated deck height<br>Adjustment or equivalent deck (non-scalping)<br>w/ <b>rear discharge</b> ; Heavy-duty multi-layered or stamped deck<br>deck (min. 7/16" thickness), w/ ductile iron,<br>w/ steel shafts & sealed ball bearings;<br>1" – 5.25" cutting height; | <u>1.5 - 5.0 inches</u><br><u>10 Gauge Deck</u>                 |

3 - hardened heavy-duty blades

Page 2, **60" Cut, Zero-Turn, Commercial Mower**

Tires: Front: semi-pneumatic or pneumatic

yes - pneumatic

Rear: Turf tread

Fuel: Gasoline - minimum 12 gal. capacity

yes DieselSeat: Foam padded, high back, spring cushion,  
heavy-duty seat with armrests w/ adjustmentyesSafety Controls: Operator presence controls on seat, deck clutch,  
& parking brake switches, roll-over protection  
w/ seat beltyesDelivered Price/Date: 12,776.00 June-1-2013 or soonerName/Type & Model: John Deere<sup>997</sup> Diesel Rear Dis ChargeEngine Model/Type/ HP: 3TNU82A YANMAR 31 H.P.

Company:

Sneed Ag

Print Name:

Ricky Sutton

Signature:

[Signature] Date: 5/8/13

Phone #:

770-387-0340 - 770-891-5859

**2013**  
**Cartersville Parks & Recreation Department**  
**60" Cut, Zero-Turn**  
**Commercial Riding Mower**  
**Quote Request - Revised**

Cartersville Parks and Recreation Department invites your company to quote on the following equipment, One – (1) 60" Cut, Zero-Turn – Commercial Mower. Product must be delivered to the Cartersville Parks & Recreation Department; Dellinger Park; 100 Pine Grove Road; Cartersville Georgia 30120, three – (3) weeks after order is placed. Any questions, please call J.S Gordy, 770-607-6172. Please return quote by 12:00 p.m., Wednesday, May 8th, 2013. Quote maybe faxed (770-387-5624), e-mail [gordy@cityofcartersville.org](mailto:gordy@cityofcartersville.org), or mailed to (Cartersville Parks & Recreation: P.O. Box 1390; Cartersville GA 30120) or delivered to Dellinger Park Office.

The City reserves the right to reject any or all bids or to accept only that bid which the City deems is in their best interest.

All E-verify and SAVE documents must be completed and returned with bids.

**60" Cut, Zero-Turn, Commercial Mower**

**Minimum Specifications as follows:**

**Meets Specs. Yes/ No**

|               |                                                                                                                                                                                                                                                                                               |            |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Engine:       | Minimum – 27 HP, air cooled<br>V-twin 4-cycle vertical shaft OHV<br>Gasoline – 2 Cylinder Engine or 27 HP<br>Diesel Liquid Cooled (3 cylinders)                                                                                                                                               | <u>Yes</u> |
| Electrical:   | 12 Volt system, ignition switch w/ electric<br>spark ignition switch; hour meter; engine<br>warning light                                                                                                                                                                                     | <u>Yes</u> |
| Drive System: | Dual hydrostatic, individual pumps<br>power 2 direct drive wheel motors<br>Zero turning radius                                                                                                                                                                                                | <u>Yes</u> |
| Mower Frame:  | Welded, heavy-duty steel-tubing w/ internal<br>gusset; 1.5" x 3" x .17" tubing                                                                                                                                                                                                                | <u>Yes</u> |
| Deck:         | Floating Deck with foot operated deck height<br>Adjustment or equivalent deck (non-scalping)<br>w/ <u>rear discharge</u> ; Heavy-duty multi-layered or stamped deck<br>deck (min. 7/16" thickness), w/ ductile iron,<br>w/ steel shafts & sealed ball bearings;<br>1" – 5.25" cutting height; | <u>Yes</u> |

3 – hardened heavy-duty blades

**Page 2, 60" Cut, Zero-Turn, Commercial Mower**

Tires: Front: semi-pneumatic or pneumatic

Yes

Rear: Turf tread

Fuel: Gasoline – minimum 12 gal. capacity

11.5 No

Seat: Foam padded, high back, spring cushion,  
heavy-duty seat with armrests w/ adjustment

Yes

Safety Controls: Operator presence controls on seat, deck clutch,  
& parking brake switches, roll-over protection  
w/ seat belt

Yes

Delivered Price/Date: 18,474.62 Within 3 weeks

Name/Type & Model: Toro Groundsmaster 7200, #30462

Engine Model/Type/ HP: Kubota 3-cylinder, 28 hp

Company:

Jerry Pate Turf & Irrigation, Inc.

5350 Tulane Drive

Atlanta, GA 30336

Print Name:

Frederic E. Tacon

Signature:

Frederic E. Tacon

Date: 05-01-13

Phone #:

800-700-7001

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

119 259 EEV Date: 05/08/2008  
EEV/Basic Pilot Program\* User Identification Number

Frederic E. Taron  
BY: Authorized Officer or Agent  
(Contractor Name)

04-17-13  
Date

Jerry Pate Turf & Irrigation, Inc. Controller  
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

5350 Tulane Drive, Atlanta, GA 30336  
Contractor Address

Frederic E. Taron  
Printed Name of Authorized Officer or Agent

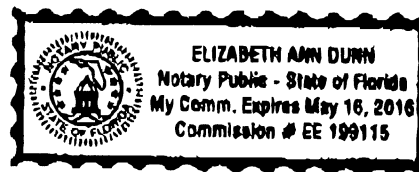
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

18th DAY OF APRIL, 20 13

Elizabeth Ann Dunn  
Notary Public

My Commission Expires:

5-16-16



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

# AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Fredenc E. Tacon

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Jerry Pate Turf & Irrigation, Inc.

[Name of business, corporation, partnership]

- 1) ☒ I am a United States citizen
- 2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Fredenc E. Tacon 04-17-13  
Signature of Applicant: Date

Fredenc E. Tacon  
Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

18<sup>th</sup> DAY OF APRIL, 2013

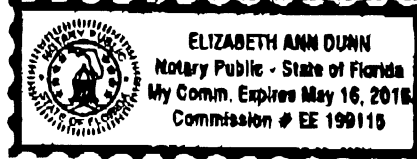
Elizabeth Ann Dunn

Notary Public

My Commission Expires: 5-16-16

\*

Alien Registration number for non-citizens



\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



# City of Cartersville

City Council Meeting  
5/16/2013 7:00:00 PM  
Field Groomer

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Department Name:</b>                   | Parks and Recreation                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department Summary Recommendation:</b> | Cartersville Parks and Recreation Department solicited bids for a field groomer that will be used daily for field preparation in the athletic programs baseball/softball fields. One bid was returned. I recommend the bid from Jerry Pate Turf & Irrigation (Atlanta) in the amount of \$19,885.87 for Toro Infield Pro 5040 that includes the required attachments and meets specifications. All E-verify and SAVE affidavits were received for this budgeted item. |
| <b>City Manager's Remarks:</b>            | Your approval of the bid from Jerry Pate Turf & Irrigation (Atlanta) in the amount of \$19,885.87 for Toro Infield Pro 5040 is recommended.                                                                                                                                                                                                                                                                                                                           |
| <b>Financial/Budget Certification:</b>    | This is a budgeted item and will be paid from the lease pool program.                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Associated Information:</b>            | Everify and SAVE attached                                                                                                                                                                                                                                                                                                                                                                                                                                             |

**2013**  
**Cartersville Parks & Recreation Department**  
**Infield Groomer**

Cartersville Parks and Recreation Department request your company to quote on the following equipment, One – (1) Infield Groomer. Product must be delivered to the Cartersville Parks & Recreation Department; Dellinger Park; 100 Pine Grove Road; Cartersville Georgia 30120, three – (3) weeks after order is placed. Any questions, please call J.S Gordy, 770-607-6172.

**Please return quote by 12:00 p.m., Wednesday, May 8th, 2013.**

Quote maybe returned via:

~~Deliver: Dellinger Park Office, 100 Pine Grove Road, Cartersville GA 30120~~

E-mail: [gordy@cityofcartersville.org](mailto:gordy@cityofcartersville.org),

Fax: 770-387-5624,

Mail: Cartersville Parks & Recreation: P.O. Box 1390; Cartersville GA 30120,

The City reserves the right to reject any or all bids or to accept only that bid which the City deems is in their best interest.

**Infield Groomer**

**Minimum Specifications as follows:**

| <b>Equipment description</b>                                                                                                                                                                                                   | <b>Engine/Model/Item #</b>             | <b>Price<br/>(if applicable)</b> | <b>Meets Specs<br/>(yes/no)</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------|---------------------------------|
| Engine:<br>Minimum –16 HP, air cooled,<br>V-twin, 4-cycle, air cooled gas<br>engine, with electronic<br>ignition dash mounted with<br>electronic ignition dash<br>mounted, complete with hour<br>meter; & engine warning light | <u>Toro Infield Pro</u><br><u>5040</u> | <u>15,638.31</u>                 | <u>Yes</u>                      |
| Electrical:<br>12 Volt battery, 15 amp,<br>ignition w/ electric switch                                                                                                                                                         |                                        |                                  | <u>Yes</u>                      |
| Steering System:<br>Power Steering                                                                                                                                                                                             |                                        |                                  | <u>Yes</u>                      |
| Traction Drive:<br>Direct Driven Hydrostatic,<br>foot pedal control, with<br>forward/reverse                                                                                                                                   |                                        |                                  | <u>Yes</u>                      |

Tire/Wheels:

3 pneumatic tubeless turf tires,  
on demountable,  
interchangeable wheels

Yes

Fuel:

Gasoline – minimum 5 gal.  
capacity

Yes

Seat:

Foam padded, high back,  
spring cushion, heavy-duty  
seat w/ adjustment

Yes

Hydraulic Oil

5.0 gallon system capacity w/  
reservoir

Yes

Base Price Bid

15,638.31

**Infield Groomer****Base Attachments:  
(must be included)**

Model/Item #

Price

Meets Specs  
(yes/no)

Front Attachments:

Manual 40" Blade, steel  
blade, spring balanced,  
suitable for leveling uneven  
areas & for pushing

08714

1211.50

Yes

Mid-Mount Assembly:

Solid Tine Toolbar with  
interchangeable scarifying  
units suitable for mid-mount  
system

08731  
08734

1889.52

Yes

Rear Attachments:

Tooth rake system suitable  
for scarifying, with floating  
rear plates, all must be  
serviceable &  
interchangeable

08751

1146.54

Yes

Base Bid &amp; Base Attachment Bid Total:

19885.87

Item # 10

**Optional Attachments: MUST Be Compatible with Base Unit**

|                                                                                                                                     | Model/Item #      | Price          |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------|
| Front Broom Attachment:<br>Suitable for infield lip<br>removal and for sweeping<br>debris material                                  | <u>LB100-5040</u> | <u>1935.00</u> |
| Front Lift Frame Assembly:                                                                                                          | <u>08712</u>      | <u>1404.76</u> |
| Carbide Tine Toolbar/Scarify:<br>Mid-Mount Carbide Steel<br>Tines                                                                   | <u>08735</u>      | <u>1215.56</u> |
| Rear Attachment:<br>Infield groomer with broom<br>system combination along<br>with a fix & floating<br>leveling system for infields | <u>TSGL650T7B</u> | <u>2181.67</u> |
| Debris Blower:<br>Hydraulic Powered min.<br>2,000 rpm                                                                               | <u>08759</u>      | <u>3497.28</u> |
| Rear Broom Attachment:<br>Attaches behind rear tooth<br>drag                                                                        | <u>08816</u>      | <u>648.79</u>  |
| Rear Remote Hydraulics Kit:<br>Suitable for use with all unit<br>attachments                                                        | <u>08781</u>      | <u>1521.69</u> |
| Front Remote Hydraulics Kit:<br>suitable for use with all unit<br>attachments                                                       | <u>08782</u>      | <u>512.37</u>  |

All E-verify and SAVE documents must be completed and included with bid to be considered.

Delivered Date: Within 30 days of P.O. Bid Date: 05-01-13

Company & Address: Jerry Pate Turf & Irrigation, Inc  
5350 Tulane Drive  
Atlanta, GA 30336

Phone #: 800-700-7001

Print Name: Frederic E. Tacon Signature: Frederic E. Tacon Item # 10

### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

119259 EEV Date: 05/08/2008  
 EEV/Basic Pilot Program\* User Identification Number  
Frederic E. Tacon 04-17-13  
 BY: Authorized Officer or Agent Date  
 (Contractor Name)  
Jerry Pate Turf & Irrigation, Inc Controller  
 Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

5350 Twilane Drive, Atlanta, GA 30336  
 Contractor Address

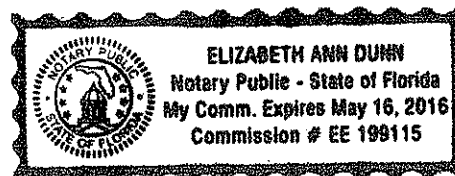
Frederic E. Tacon  
 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
 BEFORE ME ON THIS THE

18<sup>th</sup> DAY OF APRIL, 2013

Elizabeth Ann Dunn  
 Notary Public

My Commission Expires: 5-16-16



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Item # 10

# AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a ~~City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other~~ public benefit (circle one) for

Frederic E. Tacon

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Jerry Pate Turf & Irrigation, Inc

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Frederic E. Tacon  
Signature of Applicant:

04-17-13  
Date

Frederic E. Tacon  
Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

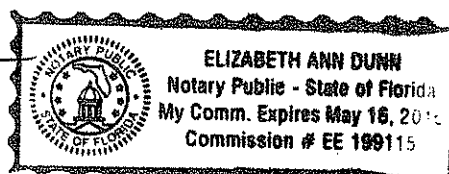
18<sup>th</sup> DAY OF APRIL, 2013

Elizabeth Ann Dunn  
Notary Public

My Commission Expires:

5-16-16

\*  
Alien Registration number for non-citizens



\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Item # 10



## Sand Pro®/Infield Pro® 3040 & 5040 Specifications\*

|                     | SAND PRO/INFIELD PRO 3040, MODEL 08703                                                                                                                                                                                                                                                                             | SAND PRO/INFIELD PRO 5040, MODEL 08705                                                                                                                                                                                                                                                                             |           |        |        |           |     |       |        |        |          |            |            |          |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|--------|-----------|-----|-------|--------|--------|----------|------------|------------|----------|
| ENGINE              | Vanguard®, V-twin cylinder, 4-cycle, OHV, air-cooled, gas engine with cast iron sleeves. 16 hp (11.9 kW) at 3600 rpm. Displacement: 29.3 cu. in. (480 cc). Oil capacity: 1.75 quart (1.8 liter). Electronic ignition. Full pressure lubrication, oil filter. Base mounted engine and pump with 4 isolation mounts. | Vanguard®, V-twin cylinder, 4-cycle, OHV, air-cooled, gas engine with cast iron sleeves. 18 hp (13.4 kW) at 3600 rpm. Displacement: 34.8 cu. in. (570 cc). Oil capacity: 1.75 quart (1.8 liter). Electronic ignition. Full pressure lubrication, oil filter. Base mounted engine and pump with 4 isolation mounts. |           |        |        |           |     |       |        |        |          |            |            |          |
| AIR CLEANER SYSTEM  | Remote mounted 3-phase Donaldson® air cleaner.                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| FUEL CAPACITY       | 5.0 gallon (18.9 liter) of unleaded gasoline.                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| TRACTION DRIVE      | Direct driven hydrostatic variable displacement piston pump to 3 hydraulic motors for 3WD. Large, front mounted hydraulic cooler and fan. Foot pedal control, forward/reverse. Patented Series/Parallel hydraulic traction system keeps three wheels working together, virtually eliminates spin-outs.             |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| GROUND SPEED        | Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| HYDRAULIC OIL       | 5.0 gallon (18.9 liter) system capacity. Nylon reservoir to reduce corrosion. 10 (nominal) micron replaceable cartridge.                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| TIRES/WHEELS        | Three 22 x 11.00-8 pneumatic tubeless tires on demountable, interchangeable wheels. Tire pressure: 4-6 psi (27.5 kPa).                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| MAIN FRAME          | Tricycle vehicle with welded rectangular tubular steel frame construction. Rear engine placement.                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| BRAKES              | Dynamic braking through the hydrostatic transmission and hand actuated brake lever.                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| STEERING            | Manual front wheel steering. 15" (38 cm) diameter steering wheel. Double lubed for life gearbox.                                                                                                                                                                                                                   | Hydraulic power steering. 15" (38 cm) diameter steering wheel.                                                                                                                                                                                                                                                     |           |        |        |           |     |       |        |        |          |            |            |          |
| CONTROLS/GAUGES     | Hand operated choke, throttle, and hydraulic control for raising/lowering with float. Foot pedal controls traction forward/reverse speed. Rear hydraulic lift and lower controls. Gauges: hour meter.                                                                                                              | Hand operated choke, throttle, and hydraulic control for raising/lowering with float. Foot pedal controls traction forward/reverse speed. Front and rear hydraulic lift and lower controls. Gauges: hour meter.                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| SEAT                | High-back cushion seat w/drain hole. 4" front-back adjustment w/additional 1.75" mounting adjustment. (arm rests optional)                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| ELECTRICAL FEATURES | 12 volt battery, 15 amp., 300 CCA @ 0° F, 12 volt electric starter. Dash mounted ignition switch with key. Neutral interlock switch, seat switch. Also provisions for light kit.                                                                                                                                   | 12 volt battery, 15 amp., 300 CCA @ 0° F, 12 volt electric starter. Fender mounted ignition switch with key. Neutral interlock switch, seat switch, also provisions for light kit.                                                                                                                                 |           |        |        |           |     |       |        |        |          |            |            |          |
| SOUND LEVEL         | 87 dB(A) under normal operating conditions.                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| DIMENSIONS          | <table><tr><td>Width</td><td>Length</td><td>Height</td><td>Wheelbase</td></tr><tr><td>58"</td><td>67.5"</td><td>45.25"</td><td>42.75"</td></tr><tr><td>(147 cm)</td><td>(171.5 cm)</td><td>(114.9 cm)</td><td>(108 cm)</td></tr></table>                                                                           |                                                                                                                                                                                                                                                                                                                    | Width     | Length | Height | Wheelbase | 58" | 67.5" | 45.25" | 42.75" | (147 cm) | (171.5 cm) | (114.9 cm) | (108 cm) |
| Width               | Length                                                                                                                                                                                                                                                                                                             | Height                                                                                                                                                                                                                                                                                                             | Wheelbase |        |        |           |     |       |        |        |          |            |            |          |
| 58"                 | 67.5"                                                                                                                                                                                                                                                                                                              | 45.25"                                                                                                                                                                                                                                                                                                             | 42.75"    |        |        |           |     |       |        |        |          |            |            |          |
| (147 cm)            | (171.5 cm)                                                                                                                                                                                                                                                                                                         | (114.9 cm)                                                                                                                                                                                                                                                                                                         | (108 cm)  |        |        |           |     |       |        |        |          |            |            |          |
| GROUND CLEARANCE    | 6.0" (15.2 cm)                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| WEIGHT              | Net weight (less fluids): 930 lbs. (421.8 kg).                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |
| WARRANTY            | Two year limited warranty. Refer to the Operator's Manual for further details. Briggs & Stratton® provides a two year commercial engine warranty and a lifetime Magnetron® warranty.                                                                                                                               |                                                                                                                                                                                                                                                                                                                    |           |        |        |           |     |       |        |        |          |            |            |          |

\* Specifications and design subject to change without notice.



## SandPro®/Infield Pro® 3040 & 5040 Specifications\*(continued)

| QAS MOUNT ATTACHMENTS & ACCESSORIES (OPTIONAL)  |                                                                                                                                                                                                     |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HYDRAULIC FLEX BLADE                            | Front QAS, 36" (91.4 cm) width steel blade, 4 position settings – raise, hold, lower, and float. Transport height: 8.5" (21.5 cm). Sand Pro 5040 only.                                              |
| GROOMING BROOM                                  | Rear QAS, 3 brooms, 72.8" (184.9 cm) wide. Optional stiffer bristles/wing weight kit.                                                                                                               |
| TOOTH RAKE                                      | Rear QAS, 72" (183 cm) width, with 5 rake sections, 27 prongs adjustable for depth and wear.                                                                                                        |
| SPRING RAKE                                     | Rear QAS, 76" (193 cm) width, with 5 rake sections and spring teeth for excellent floatation and minimal surface disruption.                                                                        |
| DRAG MAT CARRIER SYSTEM                         | Rear QAS, 72" (183 cm) width, steel or coco drag mats, 2' (61 cm) working surface, hydraulic raise/lower.                                                                                           |
| DEBRIS BLOWER                                   | Rear QAS, quick connect, hydraulic power, 2000 rpm fan speed (2700 cfm @ 81 mph).                                                                                                                   |
| FINISH GRADER                                   | Rear QAS, 66" (168 cm) width, box plow and scarifier, 1.8" (4.5 cm) max working depth, spring loaded to allow relief if an obstruction is hit. Hardened carbide tips available for scarifier teeth. |
| SPIKER                                          | Rear QAS, 57.6" (746 cm) width, 1.25" (3.1 cm) max working depth, 2.4" (6.1 cm) blade spacing. Two independently floating units, with 12 spiker blades and 11 hold-down fingers.                    |
| UTILITY BOX                                     | Rear QAS, plastic molded box with tool holding pockets.                                                                                                                                             |
| MID-MOUNT ATTACHMENTS & ACCESSORIES (OPTIONAL)  |                                                                                                                                                                                                     |
| SCARIFIER/LEVELING BLADE                        | Selectable depth from 0-1.5" (3.8 cm), 52" (132.1 cm) wide, transport height: 6.75" (17.1 cm).                                                                                                      |
| SPRING TINES                                    | Manually adjustable with 7 detents to set engagement depth from ground level to 1.5" (3.8 cm) ground engagement. 52" (132.1 cm) width.                                                              |
| ADDITIONAL ATTACHMENTS & ACCESSORIES (OPTIONAL) |                                                                                                                                                                                                     |
| MANUAL BLADE                                    | 40" (101 cm) width steel blade, transport height: 11" (27.9 cm), spring assisted for raising plow, optional 60" (152.4 cm) blade kit available.                                                     |
| TURF TIRE                                       | 22 x 11-8                                                                                                                                                                                           |
| STIFFER TIRE                                    | 22 x 11-8 with stiffer sidewall.                                                                                                                                                                    |
| REMOTE HITCH                                    | 200 lbs. (90.7 kg) gross trailer weight/hitch load.                                                                                                                                                 |
| HYDRAULICS                                      | 4.8 gpm (18.1 l pm) flow @ 3400 rpm, 2500 psi (172 bar) relief setting, 10 hp (7.4 kw) hydraulic power.                                                                                             |
| LIGHT KIT                                       | Two 37 watt headlamps, one mounted on front fork and one mounted on rear of machine.                                                                                                                |
| SPEED LIMITER                                   | Infinitely adjustable and overrideable; provides increase in spring force to alert operator of speed.                                                                                               |

See product specifications manual for additional attachments.

The Sand Pro 3040 & 5004 are manufactured in Tomah, WI ISO 9002 Certified Plant.





# City of Cartersville

**City Council Meeting**  
**5/16/2013 7:00:00 PM**  
**Vehicle Purchases**

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Bid Award/Purchases                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Department Name:</b>                   | Finance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department Summary Recommendation:</b> | <p>The Water Department and the Gas Department are in need of replacement vehicles. Bids were placed on the city's website and local vendors were notified by phone of the vehicle bid packages. I received bids back from two vendors. The bid tabulation is attached. The total overall lowest bidder was City Motors in the amount of \$119,602.34, followed by Wade Ford with a bid of \$119,741.00. There was a difference on the overall total cost of \$138.66. Based on the overall total price, I recommend the purchase of the five vehicles be awarded to the lowest bidder, City Motors in the amount of \$119,602.34. All of the E-Verify and E-Save documents are on file and all documentation is properly completed.</p> |
| <b>City Manager's Remarks:</b>            | <p>Recommend the purchase of the five vehicles be awarded to the lowest bidder, City Motors in the amount of \$119,602.34.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Financial/Budget Certification:</b>    | <p>These purchases are budgeted items with the gas vehicle being a lease pool purchase and the water being purchased from operating funds.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Legal:</b>                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Associated Information:</b>            | <p>E-Verify documents are on hand.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

Vehicle Specifications  
**City of Cartersville**

**Water Department**

Contact: Bob Jones 770-607-1148

**1/2 Ton 4WD Extended Cab Pickup Truck**

**Model Year: 2013 or 2014**

**Quantity: 2**

**Specify Year: \_\_\_\_\_**

**Vendor Information:**

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted).

Bidders are to indicate in the **"Meets or Exceeds Specifications"** column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

**Supporting Data:**

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Item # 11

| Water Dept. - 1/2 Ton 4 Wheel Drive Extended Cab Pickup Truck | <b><u>Meets Specifications</u></b> |    | COMMENTS |
|---------------------------------------------------------------|------------------------------------|----|----------|
|                                                               | YES                                | NO |          |
| 1/2 Ton- 4X4 Pickup Extended Cab Fleetside                    | ✓                                  |    |          |
| Flex Fuel Engine                                              | ✓                                  |    |          |
| Wheelbase less than 155"                                      | ✓                                  |    | 145      |
| Minimum 6 foot bed                                            | ✓                                  |    | 6 1/2    |
| Minimum 8 cylinder Flex Fuel engine                           | ✓                                  |    | 5.0 V8   |
| Automatic Transmission with 6 speed/overdrive                 | ✓                                  |    |          |
| Power Steering                                                | ✓                                  |    |          |
| Power Disc Brakes                                             | ✓                                  |    |          |
| Rear Step Bumper                                              | ✓                                  |    |          |
| Factory Air Conditioning                                      | ✓                                  |    |          |
| Power Windows / Locks / Gauge Package                         | ✓                                  |    |          |
| Cig. Lighter w/add. 12v ports                                 | ✓                                  |    |          |
| AM/FM/CD Radio w/ AUX input jack                              | ✓                                  |    |          |
| HD Cloth Seats with Center Console                            | ✓                                  |    |          |
| Intermittent Wipers                                           | ✓                                  |    |          |
| Electric Dual Side Mirrors                                    | ✓                                  |    |          |

|                                                           |   |  |                  |
|-----------------------------------------------------------|---|--|------------------|
| Interior Color - Grey                                     | ✓ |  |                  |
| Exterior Color - White                                    | ✓ |  |                  |
| Full Coverage Rubber Floor Mat                            | ✓ |  |                  |
| All Terrain BSW Tires                                     | ✓ |  |                  |
| Tire Jack and tools                                       | ✓ |  |                  |
| Full size spare tire                                      | ✓ |  |                  |
| Bluetooth Handsfree Phone System                          | ✓ |  |                  |
| Towing Package with receiver hitch and 4/7 pin connection | ✓ |  |                  |
| Limited Slip Axle                                         | ✓ |  |                  |
| Tow Hooks                                                 | ✓ |  |                  |
| Skid Plates                                               | ✓ |  |                  |
| Spray on bedliner                                         | ✓ |  | styles Body shop |
| Cargo Light                                               | ✓ |  |                  |
| Aluminum wheels                                           | ✓ |  |                  |
| 3 sets Keys                                               | ✓ |  | 2 Factory        |

Total Per Unit Price **24,504.79**

1 extra

Anticipated number of weeks until delivery (after approval): **10-12 wks usually**  
 Subject to model year balance out.

List additional options or other pertinent information.

Bid Submitted By: Vendor

Contact Person

Telephone Number

City Motors  
of Cartersville  
Danny Moss  
770 382 5780

Item # 11

All bids submitted shall be subject to acceptance or rejection and the City of Cartersville specifically reserves the right to accept or reject any and all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the City of Cartersville.

Danny Moss City Motors of Cartersville  
Name of Individual, Partner, Company  
or Corporation

Sales Manager 352 N. Tw. St.  
Title Address

Danny Moss Cartersville, Ga 30120  
Authorized Signature City, State, and Zip Code

770 382 5780  
Company Phone Number

Item # 11

CNGP530

## VEHICLE ORDER CONFIRMATION

05/06/13 09:1

==&gt;

Dealer: F2

2013 F-150

Page: 1

Order No: C004 Priority: F2 Ord FIN: QD456 Order Type: 5B Price Level:

Ord PEP: 101A Cust/Flt Name: CARTERSVILLE PO Number:

|                    | RETAIL  | DLR INV    | RETAIL                        | DLR I        |
|--------------------|---------|------------|-------------------------------|--------------|
| X1E F150 4X4 3/C   | \$31195 | \$28934.00 |                               |              |
| 145" WHEELBASE     |         |            | 99F 5.0L V8 FFV ENG           | 1000 853.    |
| YZ OXFORD WHITE    |         |            | 446 ELEC 6-SPD AUTO           | NC           |
| U CLTH BUCKET SEAT | 300     | 256.00     | .P235 BSW A-T                 |              |
| S STEEL GRAY INT   |         |            | XH9 3.55 LTD SLIP             | 350 299.     |
| 101A EQUIP GRP     | 2310    | 1969.00    | 7350# GVWR                    |              |
| .XL SERIES         |         |            | 36 GAL TANK                   |              |
| .POWER EQUIP GRP   |         |            |                               |              |
| .XL PLUS PACKAGE   |         |            | TOTAL BASE AND OPTIONS        | 36685 31949. |
| .CRUISE CONTROL    |         |            | 101A EQUIPMENT GROUP D (750)  | (640.        |
| .HY KEY            |         |            | TOTAL                         | 35935 31309. |
| .XL DECOR GROUP    |         |            | *THIS IS NOT AN INVOICE*      |              |
| .COMMUNICAT PKG    |         |            | * MORE ORDER INFO NEXT PAGE * |              |
| .SYNC SYSTEM       |         |            | F8=Next                       |              |
| .SLCT SHFT TRANS   |         |            | F3/F12=Veh Ord Menu           |              |

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC003

CNGP530

## VEHICLE ORDER CONFIRMATION

05/06/13 09:2

==&gt;

Dealer: F2

2013 F-150

Page: 2

Order No: C004 Priority: F2 Ord FIN: QD456 Order Type: 5B Price Level:

Ord PEP: 101A Cust/Flt Name: CARTERSVILLE PO Number:

|                     | RETAIL | DLR INV   | RETAIL | DLR I |
|---------------------|--------|-----------|--------|-------|
| 413 SKID PLATES     | \$160  | \$137.00  |        |       |
| 64F 17" ALUM W/ACC  | 375    | 320.00    |        |       |
| SP DLR ACCT ADJ     |        | (1398.00) |        |       |
| SP FLT ACCT CR      |        | (438.00)  |        |       |
| FUEL CHARGE         |        | 15.60     |        |       |
| B4A NET INV FLT OPT | NC     | 7.00      |        |       |
| DEST AND DELIV      | 995    | 995.00    |        |       |

TOTAL BASE AND OPTIONS 36685 31949.60

101A EQUIPMENT GROUP D (750) (640.00)

TOTAL 35935 31309.60

\*THIS IS NOT AN INVOICE\*

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC003

Item # 11

**AFFIDAVIT VERIFYING STATUS FOR  
CITY OF CARTERSVILLE BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Michael L. Fobbus

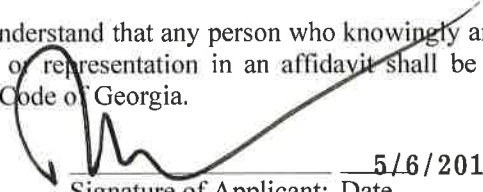
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

City Motors of Cartersville Inc

[Name of business, corporation, partnership]

- 1) XX I am a United States citizen ~~XX~~
- 2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

  
Signature of Applicant: Date 5/6/2013

Michael L. Fobbus  
Printed Name:

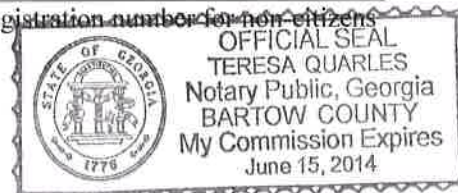
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

6th DAY OF May, 2013  
Teresa Quarles

Notary Public

My Commission Expires: June 15, 2014

\*  
Alien Registration number for non-citizens



\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Item # 11

### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

33258  
EEV/Basic Pilot Program\* User Identification Number

BY: [Signature]  
Authorized Officer or Agent  
(Contractor Name)

5-6-13  
Date

City Motors of Cartersville, Inc.  
Contractor/Entity Name

Sec. Treas. Compliance Clerk  
Title of Authorized Officer or Agent of Contractor

352 N. Tennessee St., Cartersville GA 30120  
Contractor Address

Michael L. Fobbus  
Printed Name of Authorized Officer or Agent

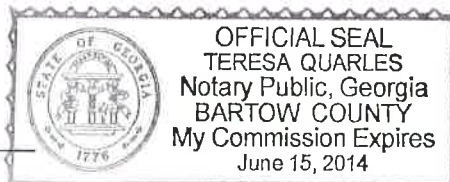
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

6th DAY OF May, 2013

Teresa Quarles  
Notary Public

My Commission Expires:

June 15, 2014



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). The link to register for E-verify is: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

## BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **May 10, 2013 at 2:00 p.m.** but may not be withdrawn after such date and time.

That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

City Motors of Cartersville, Inc.

Name

Title

Sec. / Treas.

Name

Title

AFFIX CORPORATE SEAL (If Applicable)

Item # 11

## CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

City Motors of Cartersville, Inc      Michael L. Fobbus  
Bidder  
Signature  
Secretary/Treasurer  
Title

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF **Georgia**

COUNTY OF **Bartow**

Owner, Partner or Officer of Firm

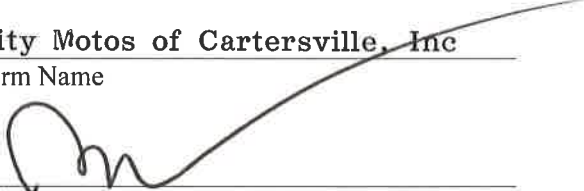
**Michael L. Fobbus**

Company Name, Address, City and State

**City Motors of Cartersville, Inc  
352 N. Tennessee St  
Cartersville, GA 30120**

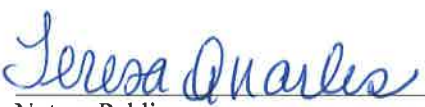
Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

City Motors of Cartersville, Inc  
Firm Name

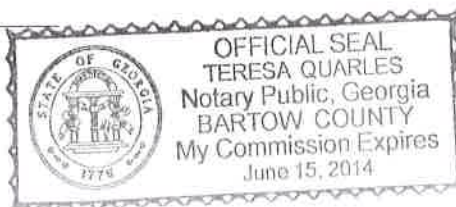
  
Signature

Michael L. Fobbus/Secretary Treasurer  
Title

Subscribed and sworn to before me this 6th day of May 2013

  
Notary Public

June 15, 2014



Item # 11

**CITY OF CARTERSVILLE**  
**DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

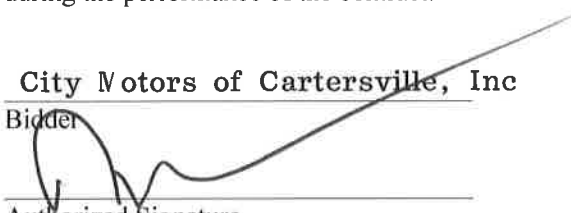
1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and

2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

City Motors of Cartersville, Inc

Bidder

  
Authorized Signature

Michael L. Fobbus

Printed Name

Secretary/Treasurer

Title

May 6, 2013

Date

Vehicle Specifications  
**City of Cartersville**  
**Water Department**

Contact: Bob Jones 770-607-1148

**1/2 Ton 4WD Crew Cab Pickup Truck**

**Quantity:**  
**1**

**Model Year: 2013 or 2014**

**Specify Year:** \_\_\_\_\_

**Vendor Information:**

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted).

Bidders are to indicate in the **"Meets or Exceeds Specifications"** column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

**Supporting Data:**

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Item # 11

| Water Dept. - 1/2 Ton Crew Cab Pickup Truck 4 Wheel Drive | <u>Meets Specifications</u> |    | COMMENTS |
|-----------------------------------------------------------|-----------------------------|----|----------|
|                                                           | YES                         | NO |          |
| 1/2 Ton- 4X4 Pickup Crew Cab Fleetside                    | ✓                           |    |          |
| Wheelbase less than 155"                                  | ✓                           |    | 145      |
| 5.5 foot bed                                              | ✓                           |    |          |
| Minimum 8 cylinder Flex Fuel engine                       | ✓                           |    | 5.0      |
| Automatic Transmission with 6 speed/overdrive             | ✓                           |    |          |
| Power Steering                                            | ✓                           |    |          |
| Power Disc Brakes                                         | ✓                           |    |          |
| Rear Step Bumper                                          | ✓                           |    |          |
| Factory Air Conditioning                                  | ✓                           |    |          |
| Power Windows / Locks / Gauge Package                     | ✓                           |    |          |
| Cig. Lighter w/add. 12v ports                             | ✓                           |    |          |
| AM/FM/CD Radio w/ AUX input jack                          | ✓                           |    |          |
| HD Cloth Seats with Center Console                        | ✓                           |    |          |
| Intermittent Wipers                                       | ✓                           |    |          |
| Electric Dual Side Mirrors                                | ✓                           |    |          |
| Interior Color - Grey                                     | ✓                           |    |          |

|                                                           |   |  |                      |
|-----------------------------------------------------------|---|--|----------------------|
| Exterior Color - metallic dark gray                       | ✓ |  |                      |
| Color Coordinated Carpet and Rubber Floor Mats            | ✓ |  |                      |
| All Terrain BSW Tires                                     | ✓ |  |                      |
| Bluetooth Handsfree Phone System                          | ✓ |  |                      |
| Tire Jack and tools                                       | ✓ |  |                      |
| Full size spare tire                                      | ✓ |  |                      |
| Towing Package with receiver hitch and 4/7 pin connection | ✓ |  |                      |
| Limited Slip Axle                                         | ✓ |  |                      |
| Tow Hooks                                                 | ✓ |  |                      |
| Skid Plates                                               | ✓ |  |                      |
| Spray on bedliner                                         | ✓ |  | stiles Body Shop     |
| Cargo Light                                               | ✓ |  |                      |
| Aluminum wheels                                           | ✓ |  |                      |
| Running boards                                            | ✓ |  |                      |
| 3 sets Keys                                               | ✓ |  | 2 Factory<br>1 extra |

**Total Per Unit Price**

\$27548.98

**Anticipated number of weeks until delivery (after approval):** 10-12 WKS usually  
Subject to model year balance out

**List additional options or other pertinent information.** \_\_\_\_\_

Bid Submitted By: Vendor

Contact Person

Telephone Number

City Motors  
of Cartersville  
Danny Moss  
770 382 5980

Item # 11

CNGP530

## VEHICLE ORDER CONFIRMATION

05/06/13 09:3

==&gt;

Dealer: F2

Page: 1

2013 F-150

Order No: C004 Priority: F2 Ord FIN: QD456 Order Type: 5B Price Level:  
 Ord PEP: 101A Cust/Flt Name: CARTERSVILLE PO Number:

|                   | RETAIL  | DLR INV    | RETAIL                 | DLR I        |
|-------------------|---------|------------|------------------------|--------------|
| W1E F150 4X4 CREW | \$35620 | \$33038.00 |                        |              |
| 145" WHEELBASE    |         |            | 99F 5.0L V8 FFV ENG    |              |
| UJ STERLING GRAY  |         |            | 446 ELEC 6-SPD AUTO    | NC           |
| U CLTH BUCKT SEAT | 300     | 256.00     | .P265 OWL A/T          |              |
| S STEEL GRAY INT  |         |            | XH9 3.55 LTD SLIP      | 350 299.     |
| 101A EQUIP GRP    | 1160    | 990.00     | 7350# GVWR             |              |
| .XL SERIES        |         |            | 36 GAL TANK            |              |
| .POWER EQUIP GRP  |         |            |                        |              |
| .XL PLUS PACKAGE  |         |            |                        |              |
| .CRUISE CONTROL   |         |            |                        |              |
| .MY KEY           |         |            |                        |              |
| .XL DECOR GROUP   |         |            |                        |              |
| .COMMUNICAT PKG   |         |            |                        |              |
| .SYNC SYSTEM      |         |            |                        |              |
| .SLCT SHFT TRANS  |         |            |                        |              |
|                   |         |            | TOTAL BASE AND OPTIONS | 39450 34493. |
|                   |         |            | 101A EQUIPMENT GROUP D | (750) (640.) |
|                   |         |            | TOTAL                  | 38700 33853. |

\*THIS IS NOT AN INVOICE\*

\* MORE ORDER INFO NEXT PAGE \*

F8=Next

CNGP530

## VEHICLE ORDER CONFIRMATION

05/06/13 09:3

==&gt;

Dealer: F2

Page: 2

2013 F-150

Order No: C004 Priority: F2 Ord FIN: QD456 Order Type: 5B Price Level:  
 Ord PEP: 101A Cust/Flt Name: CARTERSVILLE PO Number:

|                     | RETAIL | DLR INV   | RETAIL | DLR I |
|---------------------|--------|-----------|--------|-------|
| 168 FLOOR CARPET    | \$145  | \$123.00  |        |       |
| 18A PLATFORM RUN BD | 250    | 214.00    |        |       |
| 413 SKID PLATES     | 160    | 137.00    |        |       |
| 47R FULL RUBBER MAT | 95     | 81.00     |        |       |
| 64F 17" ALUM W/ACC  | 375    | 320.00    |        |       |
| SP DLR ACCT ADJ     |        | (1510.00) |        |       |
| SP FLT ACCT CR      |        | (472.00)  |        |       |
| FUEL CHARGE         |        | 15.60     |        |       |
| B4A NET INV FLT OPT | NC     | 7.00      |        |       |
| DEST AND DELIV      | 995    | 995.00    |        |       |

\$27,548.98

TOTAL BASE AND OPTIONS 39450 34493.60  
 101A EQUIPMENT GROUP D (750) (640.00)  
 TOTAL 38700 33853.60

\*THIS IS NOT AN INVOICE\*

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC003

Item # 11

All bids submitted shall be subject to acceptance or rejection and the City of Cartersville specifically reserves the right to accept or reject any and all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the City of Cartersville.

Danny Moss City Motors of Cartersville  
Name of Individual, Partner, Company  
or Corporation

Sales Manager 352 N. TN. St.  
Title Address

Danny Moss Cartersville, Ga. 30120  
Authorized Signature City, State, and Zip Code

770 382 5780  
Company Phone Number

Item # 11

**City of Cartersville**  
**Water Department**  
Contact: Jim Stafford 770-387-5653

**SUV**

**Quantity: 1**

**Model Year 2013 or 2014**

**Specify Year: \_\_\_\_\_**

**Vendor Information:**

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "**Meets or Exceeds Specifications**" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

**Supporting Data:**

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Item # 11

| Water Dept. - SUV                       | <b><u>Meets</u></b><br><b><u>Specifications</u></b> |                  | <b>COMMENTS</b> |
|-----------------------------------------|-----------------------------------------------------|------------------|-----------------|
|                                         | <b><u>YES</u></b>                                   | <b><u>NO</u></b> |                 |
| SUV - 4 door-Min wheel base 116"        | ✓                                                   |                  |                 |
| Rear cargo area without fold down seats | ✓                                                   |                  |                 |
| Seating for 5 passengers                | ✓                                                   |                  |                 |
| V8 Flex Fuel Engine                     | ✓                                                   |                  |                 |
| Tinted rear windows                     | ✓                                                   |                  |                 |
| Automatic 2WD Transmission              | ✓                                                   |                  |                 |
| Power Steering                          | ✓                                                   |                  |                 |
| Power Brakes                            | ✓                                                   |                  |                 |
| AM/FM/CD Stereo/Bluetooth               | ✓                                                   |                  |                 |
| Min. 17" All Season Tires/ Alum Wheels  | ✓                                                   |                  |                 |
| Cloth Seats                             | ✓                                                   |                  |                 |
| Floor Mats; Front & rear                | ✓                                                   |                  |                 |
| Exterior Color - White                  | ✓                                                   |                  |                 |
| AC/ Heat                                | ✓                                                   |                  |                 |
| Power Locks and Windows                 | ✓                                                   |                  |                 |
| Tilt Steering Wheel                     | ✓                                                   |                  |                 |
| DC Power Source Front and Rear          | ✓                                                   |                  |                 |
| Interior Gray                           | ✓                                                   |                  |                 |

3 Sets of Keys

✓

2 Factory

Total Per Unit Price

\$26,469.88

1 extra

Anticipated number of weeks until delivery (after approval): 10-12 wks usually  
List additional options or other pertinent information. Subject to model year balance out.

Bid Submitted By: Vendor

City Motors

Contact Person

Danny Moss

Telephone Number

770.382.5180

Item # 11

CNGP530

VEHICLE ORDER CONFIRMATION

05/08/13 11:0

==>

Dealer: F2

2013 EXPEDITION

Page: 1

Order No: C005 Priority: F3 Ord FIN: QD456 Order Type: 5B Price Level:

Ord Code: 100A Cust/Flt Name: CARTERSVILLE PO Number:

|            | RETAIL  | DLR INV    |                | RETAIL | DLR I  |
|------------|---------|------------|----------------|--------|--------|
| U1F 4X2 XL | \$37505 | \$34973.00 | DEST AND DELIV | \$995  | \$995. |

.119" WHEELBASE

TOTAL BASE AND OPTIONS 38895 34349.

Z1 OXFORD WHITE

TOTAL 38895 34349.

F CLOTH BUCKET

\*THIS IS NOT AN INVOICE\*

L STONE

100A EQUIP GRP

995 .FF 5.4L SOHC V8 NC NC

446 .6-SPD AUTO O/D NC NC

JTT XL 5-PASSENGER NC NC

62D SAT RADIO DEL NC NC

91M SYNC SYSTEM 395 345.00

SP DLR ACCT ADJ (1516.00)

SP FLT ACCT CR (474.00)

FUEL CHARGE 19.50

B4A NET INV FLT OPT NC 7.00

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC003

Item # 11

All bids submitted shall be subject to acceptance or rejection and the City of Cartersville specifically reserves the right to accept or reject any and all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the City of Cartersville.

Danny Moss City Motors  
Name of Individual, Partner, Company  
or Corporation

Sales Manager 352 N. Tn. St.  
Title Address

D. Moss Cartersville Ga. 30120  
Authorized Signature City, State, and Zip Code

770 382 5780  
Company Phone Number

Item # 11

Vehicle Specifications  
**City of Cartersville**  
 Gas System

Contact: Michael Hill 770-387-5642

**1/2 Ton Pickup Truck**  
**Model Year: 2013**

**Quantity: 1**

**Vendor Information:**

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "**Meets or Exceeds Specifications**" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

**Supporting Data:**

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

| Gas Dept. - 1/2 Ton Pickup Truck                                                  | <b><u>Meets Specifications</u></b> |                  | COMMENTS          |
|-----------------------------------------------------------------------------------|------------------------------------|------------------|-------------------|
|                                                                                   | <b><u>YES</u></b>                  | <b><u>NO</u></b> |                   |
| 1/2 Ton- Pickup /Fleetside (Example: F-150, C-1500, etc.) w/ two wheel rear drive | ✓                                  |                  |                   |
| V-6 Flex Fuel Engine                                                              | ✓                                  |                  | 3.7 V6            |
| Automatic Transmission                                                            | ✓                                  |                  | 6 spd Auto        |
| Power Steering                                                                    | ✓                                  |                  |                   |
| Disc Brakes                                                                       | ✓                                  |                  |                   |
| Rear Step Bumper                                                                  | ✓                                  |                  |                   |
| Factory Air Conditioning                                                          | ✓                                  |                  |                   |
| Trailer Tow pkg. w/ Class IV Receiver Hitch                                       | ✓                                  |                  |                   |
| Lighter receptacle w/add. 12 volt port                                            | ✓                                  |                  |                   |
| AM/FM Radio                                                                       | ✓                                  |                  |                   |
| Interior- Vinyl, grey                                                             | ✓                                  |                  |                   |
| Exterior Color - White                                                            | ✓                                  |                  |                   |
| Rubber Floor Mat - No carpet                                                      | ✓                                  |                  |                   |
| All terrain radial tires                                                          | ✓                                  |                  |                   |
| Spray on bedliner (Rhino or equivalent)                                           | ✓                                  |                  | Stiles Body Shop  |
| Tire Jack and tools                                                               | ✓                                  |                  |                   |
| Full size spare tire                                                              | ✓                                  |                  |                   |
| 3 Sets of Keys                                                                    | ✓                                  |                  | 2 Factory 1 extra |

**Total Per Unit Price**

**\$16,573.90**

**Anticipated number of weeks until delivery (after approval):** 10-12 wks usually

**\$16,573.90**

subject to model year balance out

Item # 11

List additional options or other pertinent information.

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Bid Submitted By: Vendor

Contact Person

Telephone Number

City Motors

Danny Moss

770 3825980

Item # 11

CNGP530

## VEHICLE ORDER CONFIRMATION

05/04/13 11:2

==&gt;

Dealer: F2

Page: 1

2013 F-150

Order No: C001 Priority: F2 Ord FIN: QD456 Order Type: 5B Price Level:  
 Ord Code: 100A Cust/Flt Name: CARTERSVILLE PO Number:

|      |                 | RETAIL  | DLR INV    |                          | RETAIL           | DLR I        |
|------|-----------------|---------|------------|--------------------------|------------------|--------------|
| F1C  | F150 4X2 R/C    | \$23955 | \$22219.00 |                          |                  |              |
|      | 126" WHEELBASE  |         |            | 535                      | TRAILER TOW PKG  | 375 320.     |
| YZ   | OXFORD WHITE    |         |            |                          | SP DLR ACCT ADJ  | (974.        |
| A    | VINYL 40/20/40  |         |            |                          | SP FLT ACCT CR   | (304.        |
| S    | STEEL GRAY INT  |         |            |                          | FUEL CHARGE      | 15.          |
| 100A | EQUIP GRP       |         |            | B4A                      | NET INV FLT OPT  | NC 7.        |
|      | .XL SERIES      |         |            |                          | DEST AND DELIV   | 995 995.     |
|      | .AM/FM RADIO    |         |            | TOTAL                    | BASE AND OPTIONS | 25325 22278. |
|      | .17" GREY STEEL |         |            | TOTAL                    |                  | 25325 22278. |
| 99M  | 3.7L V6 FFV ENG |         |            | *THIS IS NOT AN INVOICE* |                  |              |
| 446  | ELEC 6-SPD AUTO | NC      | NC         |                          |                  |              |
|      | .P235 BSW A-T   |         |            |                          |                  |              |
| X19  | 3.55 REG AXLE   | NC      | NC         |                          |                  |              |
|      | 6450# GVWR      |         |            |                          |                  |              |
|      | SLCT SHFT TRANS |         |            |                          |                  |              |

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC003

\$16,573.90

Item # 11

All bids submitted shall be subject to acceptance or rejection and the City of Cartersville specifically reserves the right to accept or reject any and all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the City of Cartersville.

Danny Moss City Motors of Cartersville  
Name of Individual, Partner, Company  
or Corporation

Sales Manager 352 N. TN. ST.  
Title Address

Danny Moss Cartersville, Ga. 30120  
Authorized Signature City, State, and Zip Code

770 382 5780  
Company Phone Number

Item # 11



# City of Cartersville

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**City Council Meeting**  
**5/16/2013 7:00:00 PM**  
**March 2013**

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|                                           |                                                                                                                                                      |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SubCategory:</b>                       | Monthly Financial Statement                                                                                                                          |
| <b>Department Name:</b>                   | Finance                                                                                                                                              |
| <b>Department Summary Recommendation:</b> | Attached is the financial report for March 2013. Also attached is the supplemental financial information report along with the cash position report. |
| <b>City Manager's Remarks:</b>            | Tom R. will present this information at the meeting.                                                                                                 |
| <b>Financial/Budget Certification:</b>    |                                                                                                                                                      |
| <b>Legal:</b>                             |                                                                                                                                                      |
| <b>Associated Information:</b>            |                                                                                                                                                      |

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# MONTHLY SUMMARY

As of March 31, 2013

21 # wptl

|                                                                                                              |  | FY 2011 - 12<br>MONTH OF<br>March-12 | FY 2012 - 13<br>MONTH OF<br>March-13 | FY 2011 - 12<br>Year to Date<br>March-12 | FY 2012 - 13<br>Year to Date<br>March-13 | 100.00%<br>OF BUDGET<br>(Year to Date) |
|--------------------------------------------------------------------------------------------------------------|--|--------------------------------------|--------------------------------------|------------------------------------------|------------------------------------------|----------------------------------------|
| <b>GENERAL FUND</b> <i>excluding SPLDST, DD4 &amp; School System Property Tax Revenue &amp; Expenditures</i> |  |                                      |                                      |                                          |                                          |                                        |
| REVENUE                                                                                                      |  | \$1,724,999                          | \$1,736,401                          | \$18,061,504                             | \$16,676,682                             | 74.90%                                 |
| EXPENDITURE                                                                                                  |  | \$1,555,999                          | \$2,004,531                          | \$17,082,331                             | \$16,806,922                             | 75.49%                                 |
| Gen. Fund Net Profit (Loss)                                                                                  |  | \$169,000                            | (\$268,130)                          | \$979,173                                | (\$130,240)                              |                                        |
| <b>WATER &amp; SEWER</b>                                                                                     |  |                                      |                                      |                                          |                                          |                                        |
| REVENUE                                                                                                      |  | \$988,762                            | \$930,466                            | \$9,721,836                              | \$9,890,550                              | 47.76%                                 |
| EXPENDITURE                                                                                                  |  | \$950,071                            | \$948,366                            | \$9,245,482                              | \$10,362,211                             | 50.03%                                 |
| Wtr. & Svr. Fund Net Profit (Loss)                                                                           |  | \$38,691                             | (\$17,900)                           | \$476,354                                | (\$471,661)                              |                                        |
| <b>GAS</b>                                                                                                   |  |                                      |                                      |                                          |                                          |                                        |
| REVENUE                                                                                                      |  | \$2,103,196                          | \$2,540,057                          | \$15,850,077                             | \$15,702,591                             | 67.91%                                 |
| EXPENDITURES                                                                                                 |  | \$1,556,206                          | \$1,921,706                          | \$15,778,647                             | \$14,729,297                             | 63.70%                                 |
| Gas Fund Net Profit (Loss)                                                                                   |  | \$546,990                            | \$618,351                            | \$71,430                                 | \$973,294                                |                                        |
| <b>ELECTRIC</b>                                                                                              |  |                                      |                                      |                                          |                                          |                                        |
| REVENUE                                                                                                      |  | \$3,421,647                          | \$3,366,280                          | \$33,792,351                             | \$33,710,029                             | 75.60%                                 |
| EXPENDITURES                                                                                                 |  | \$3,482,346                          | \$4,331,310                          | \$32,358,239                             | \$33,885,958                             | 75.99%                                 |
| Electric Fund Net Profit (Loss)                                                                              |  | (\$60,699)                           | (\$965,030)                          | \$1,434,112                              | (\$175,929)                              |                                        |
| <b>STORMWATER</b>                                                                                            |  |                                      |                                      |                                          |                                          |                                        |
| REVENUE                                                                                                      |  | \$103,408                            | \$107,419                            | \$918,263                                | \$1,093,373                              | 82.64%                                 |
| EXPENDITURE                                                                                                  |  | \$73,300                             | \$88,822                             | \$798,609                                | \$1,071,427                              | 80.98%                                 |
| Stormwater Fund Net Profit (Loss)                                                                            |  | \$30,108                             | \$18,597                             | \$119,654                                | \$21,946                                 |                                        |
| <b>SOLID WASTE</b>                                                                                           |  |                                      |                                      |                                          |                                          |                                        |
| REVENUE                                                                                                      |  | \$170,523                            | \$220,434                            | \$1,453,141                              | \$1,611,226                              | 67.21%                                 |
| EXPENDITURE                                                                                                  |  | \$210,991                            | \$200,582                            | \$1,671,277                              | \$1,805,092                              | 75.30%                                 |
| Solid Waste Fund Net Profit (Loss)                                                                           |  | (\$40,468)                           | \$19,852                             | (\$218,136)                              | (\$193,866)                              |                                        |
| <b>FIBER OPTICS</b>                                                                                          |  |                                      |                                      |                                          |                                          |                                        |
| REVENUE                                                                                                      |  | \$150,118                            | \$129,324                            | \$1,203,163                              | \$1,190,410                              | 72.79%                                 |
| EXPENDITURE                                                                                                  |  | \$119,595                            | \$162,780                            | \$904,266                                | \$1,132,873                              | 69.27%                                 |
| Fiber Fund Net Profit (Loss)                                                                                 |  | \$30,523                             | (\$33,456)                           | \$298,897                                | \$57,537                                 |                                        |

|                               |                                       |                        |                       | % of Monthly<br>Totals to<br>Budget |
|-------------------------------|---------------------------------------|------------------------|-----------------------|-------------------------------------|
| <b>General Fund</b>           | <b>Description</b>                    | <b>Through 3-31-13</b> | <b>FY 2013 Budget</b> |                                     |
|                               | <b>Total Revenues</b>                 | <b>\$16,676,683</b>    | <b>\$22,264,245</b>   | <b>74.90%</b>                       |
|                               | GO Bond Proceeds from School          | \$921,625              | \$1,147,975           | 80.28%                              |
|                               | Property Taxes-City Portion Only      | \$1,222,023            | \$1,274,730           | 95.87%                              |
|                               | Local Option Sales Tax (LOST)         | \$2,956,774            | \$4,077,475           | 72.51%                              |
|                               | Other Taxes                           | \$5,495,149            | \$7,123,145           | 77.14%                              |
|                               | Building Permit & Inspection Fees     | \$48,246               | \$45,000              | 107.21%                             |
|                               | Fines and Forfeitures                 | \$624,439              | \$779,000             | 80.16%                              |
|                               | Operating Transfers In-City Utilities | \$3,129,329            | \$4,139,275           | 75.60%                              |
|                               | Other Revenues                        | \$2,279,098            | \$3,677,645           | 61.97%                              |
|                               | <b>Total Expenditures</b>             | <b>\$16,806,923</b>    | <b>\$22,264,245</b>   | <b>75.49%</b>                       |
|                               | Personnel Expenses                    | \$10,634,698           | \$14,395,200          | 73.88%                              |
|                               | Operating Expenses                    | \$4,168,429            | \$5,426,675           | 76.81%                              |
|                               | Capital Expenses                      | \$266,243              | \$464,540             | 57.31%                              |
|                               | GO Bond Proceeds from School          | \$921,625              | \$1,147,975           | 80.28%                              |
|                               | Debt Pymt - JDA/CBA                   | \$474,153              | \$374,155             | 126.73%                             |
|                               | Library Appropriations                | \$341,775              | \$455,700             | 75.00%                              |
| <b>Water &amp; Sewer Fund</b> | <b>Total Revenues</b>                 | <b>\$9,890,550</b>     | <b>\$20,710,175</b>   | <b>47.76%</b>                       |
|                               | Water Sales                           | \$5,925,845            | \$8,182,875           | 72.42%                              |
|                               | Sewer Sales                           | \$3,388,033            | \$4,582,000           | 73.94%                              |
|                               | Bond Proceeds                         | \$0                    | \$0                   | #DIV/0!                             |
|                               | Prior Year Bond Proceeds              | \$0                    | \$6,500,000           | 0.00%                               |
|                               | Prio Year Capacity Fees               | \$0                    | \$800,000             | 0.00%                               |
|                               | Other Revenues                        | \$576,672              | \$645,300             | 89.36%                              |
|                               | <b>Total Expenditures</b>             | <b>\$10,362,211</b>    | <b>\$20,710,175</b>   | <b>50.03%</b>                       |
|                               | Personnel Expenses                    | \$2,223,363            | \$3,065,725           | 72.52%                              |
|                               | Operating Expenses                    | \$2,026,506            | \$3,104,175           | 65.28%                              |
|                               | Capital Expenses                      | \$1,322,786            | \$8,236,000           | 16.06%                              |
|                               | Transfer To General Fund              | \$2,065,840            | \$2,734,650           | 75.54%                              |
|                               | Debt Payments                         | \$2,723,716            | \$3,569,625           | 76.30%                              |
| <b>Gas Fund</b>               | <b>Total Revenues</b>                 | <b>\$15,702,591</b>    | <b>\$23,123,195</b>   | <b>67.91%</b>                       |
|                               | Gas Sales                             | \$14,551,520           | \$18,975,275          | 76.69%                              |
|                               | Gas Commodity Charge                  | \$830,563              | \$1,245,000           | 66.71%                              |
|                               | Bond Proceeds                         | \$0                    | \$2,015,000           | 0.00%                               |
|                               | Proceeds from Capital Leases          | \$0                    | \$227,920             | 0.00%                               |
|                               | Other Revenues                        | \$320,508              | \$660,000             | 48.56%                              |
|                               | <b>Total Expenses</b>                 | <b>\$14,729,297</b>    | <b>\$23,123,195</b>   | <b>63.70%</b>                       |
|                               | Personnel Expenses                    | \$1,290,398            | \$1,767,780           | 73.00%                              |
|                               | Operating Expenses                    | \$435,040              | \$867,055             | 50.17%                              |
|                               | Purchase of Natural Gas               | \$10,270,485           | \$14,410,275          | 71.27%                              |
|                               | Transfer to General Fund              | \$2,513,119            | \$3,380,540           | -7277.00%                           |
|                               | Capital Expenses                      | \$220,255              | \$2,697,545           | 8.17%                               |

|                          |                              |                        |                       | % of Monthly<br>Totals to<br>Budget |
|--------------------------|------------------------------|------------------------|-----------------------|-------------------------------------|
| <b>Electric Fund</b>     | <b>Description</b>           | <b>Through 3-31-13</b> | <b>FY 2013 Budget</b> |                                     |
|                          | <b>Total Revenues</b>        | <b>\$33,710,029</b>    | <b>\$44,591,295</b>   | <b>75.60%</b>                       |
|                          | Electric Sales               | \$32,521,486           | \$43,249,495          | 75.20%                              |
|                          | Other Revenues               | \$1,188,543            | \$1,341,800           | 88.58%                              |
|                          | <b>Total Expenses</b>        | <b>\$33,885,958</b>    | <b>\$44,591,295</b>   | <b>75.99%</b>                       |
|                          | Personnel Expenses           | \$1,559,669            | \$2,054,725           | 75.91%                              |
|                          | Operating Expenses           | \$1,066,636            | \$1,292,730           | 82.51%                              |
|                          | Purchase of Electricity      | \$28,932,093           | \$37,929,700          | 76.28%                              |
|                          | Capital Expenses             | \$628,779              | \$1,069,270           | 58.80%                              |
|                          | Transfer to General Fund     | \$1,698,781            | \$2,244,870           | 75.67%                              |
| <b>Stormwater Fund</b>   | <b>Total Revenues</b>        | <b>\$1,093,373</b>     | <b>\$1,323,050</b>    | <b>82.64%</b>                       |
|                          | Stormwater Revenues          | \$946,406              | \$1,236,450           | 76.54%                              |
|                          | Mitigation Grant Revenue     | \$138,504              | \$0                   |                                     |
|                          | Other Revenues               | \$8,463                | \$11,600              | 72.96%                              |
|                          | Proceeds from Capital Leases | \$0                    | \$75,000              | 0.00%                               |
|                          | Prior Year Carryover         | \$0                    | \$0                   | #DIV/0!                             |
|                          | Stormwater Improvement Funds | \$0                    | \$0                   | #DIV/0!                             |
|                          | <b>Total Expenses</b>        | <b>\$1,071,427</b>     | <b>\$1,323,050</b>    | <b>80.98%</b>                       |
|                          | Personnel Expenses           | \$258,688              | \$441,320             | 58.62%                              |
|                          | Operating Expenses           | \$330,462              | \$601,240             | 54.96%                              |
|                          | Capital Expenses             | \$482,277              | \$280,490             | 171.94%                             |
| <b>Solid Waste Fund</b>  | <b>Total Revenues</b>        | <b>\$1,611,226</b>     | <b>\$2,397,270</b>    | <b>67.21%</b>                       |
|                          | Refuse Collections Revenues  | \$1,574,272            | \$2,129,070           | 73.94%                              |
|                          | Other Revenues               | \$36,954               | \$43,200              | 85.54%                              |
|                          | Proceeds From Capital Leases | \$0                    | \$225,000             | 0.00%                               |
|                          | <b>Total Expenses</b>        | <b>\$1,805,092</b>     | <b>\$2,397,270</b>    | <b>75.30%</b>                       |
|                          | Personnel Expenses           | \$755,638              | \$1,025,970           | 73.65%                              |
|                          | Operating Expenses           | \$847,654              | \$1,146,300           | 73.95%                              |
|                          | Capital Expenses             | \$201,800              | \$225,000             | 89.69%                              |
|                          | <b>Total Revenues</b>        | <b>\$1,190,410</b>     | <b>\$1,635,335</b>    | <b>72.79%</b>                       |
|                          | Fiber Optics Revenues        | \$1,104,410            | \$1,482,665           | 74.49%                              |
| <b>Fiber Optics Fund</b> | GIS Revenues                 | \$68,350               | \$102,000             | 67.01%                              |
|                          | Other Revenues               | \$17,650               | \$50,670              |                                     |
|                          | <b>Total Expenses</b>        | <b>\$1,132,873</b>     | <b>\$1,635,335</b>    | <b>69.27%</b>                       |
|                          | Personnel Expenses           | \$444,423              | \$596,445             | 74.51%                              |
|                          | Operating Expenses           | \$404,008              | \$692,075             | 58.38%                              |
|                          | MEAG Telecom Statewide Pymt  | \$174,285              | \$278,980             | 0.00%                               |
|                          | Capital Expenses             | \$110,157              | \$67,835              | 162.39%                             |

|                                        |                        |                        |                        |                        |                        |                        |                        |
|----------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| <b>Cash Position</b>                   | <b>6/30/12</b>         | <b>7/31/12</b>         | <b>8/31/12</b>         | <b>9/30/12</b>         | <b>10/31/12</b>        | <b>11/31/12</b>        | <b>12/31/12</b>        |
| <b>Total Unrestricted Cash Balance</b> | <b>\$11,218,073.23</b> | <b>\$11,325,067.00</b> | <b>\$11,019,070.04</b> | <b>\$10,470,895.36</b> | <b>\$11,402,142.94</b> | <b>\$8,447,591.94</b>  | <b>\$6,082,136.02</b>  |
| <b>Total Restricted Cash Balance</b>   | <b>\$56,044,692.13</b> | <b>\$55,431,121.36</b> | <b>\$54,179,565.40</b> | <b>\$52,909,942.48</b> | <b>\$52,598,197.41</b> | <b>\$52,526,265.06</b> | <b>\$53,721,732.69</b> |
| <b>Cash Position</b>                   | <b>1/31/13</b>         | <b>2/28/13</b>         | <b>3/31/13</b>         | <b>4/30/13</b>         | <b>5/31/13</b>         | <b>6/30/13</b>         |                        |
| <b>Total Unrestricted Cash Balance</b> | <b>\$9,244,326.92</b>  | <b>\$9,878,521.98</b>  | <b>\$9,283,102.66</b>  |                        |                        |                        |                        |
| <b>Total Restricted Cash Balance</b>   | <b>\$55,032,045.85</b> | <b>\$54,407,689.34</b> | <b>\$55,266,689.28</b> |                        |                        |                        |                        |