

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

#### COUNCILPERSONS:

Matt Santini – Mayor Calvin Cooley – Mayor Pro Tem Gary Fox Kari Hodge Cary Roth Jayce Stepp Taff Wren AGENDA Council Chambers, Third Floor of City Hall– 7:00 PM – 5/7/2020 Work Session – 6:15PM CITY MANAGER: Tamara Brock

CITY ATTORNEY: David Archer

> CITY CLERK: Meredith Ulmer

#### I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

#### II. Regular Agenda

#### A. Council Meeting Minutes

1. April 16, 2020 (Pages 1 - 9)

#### Attachments

 April 23, 2020 Special Called Council Meeting Minutes (Pages 10 - 17) <u>Attachments</u>

#### **B.** Appointments

1. Cartersville Building Authority (Page 18)

Attachments

#### C. Contracts/Agreements

 Elevator Repair in City Hall Annex Building (Pages 19 - 25) <u>Attachments</u>

#### **D. Bid Award/Purchases**

- 1. SEGAS Invoice (Pages 26 27) Attachments
- 2. Weather Warn Installation (Pages 28 33)

- Matthews Garage Vehicle Repair (Pages 34 44)
  <u>Attachments</u>
- 4. Carousel Industries Support Renewal (Pages 45 47) Attachments
- Transco Delivery Point to Brown Farm Road Regulating Station (Pages 48 55) <u>Attachments</u>
- 6. D&C Fire Hydrant Restock (Pages 56 59) <u>Attachments</u>
- WPCP Grit Chamber #2 Repair (Pages 60 66) <u>Attachments</u>

#### E. Monthly Financial Statement

- February 2020 Financial Report (Pages 67 71) <u>Attachments</u>
- 2. March 2020 Financial Report (Pages 72 76) Attachments

#### F. Discussion

1. Canoe/Kayak Launch (Pages 77 - 78) Attachments

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



#### City Council Meeting 5/7/2020 7:00:00 PM April 16, 2020

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	The minutes are included for your review and approval.
City Manager's Remarks:	Your approval of the minutes is recommended with any changes or modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting 10 N. Public Square April 16, 2020 6:15 P.M. – Work Session 7:00 P.M. – Council Meeting

This meeting was conducted via ZOOM.

#### I. Opening Meeting

Invocation by Mayor Matt Santini.

Pledge of Allegiance led by Mayor Matt Santini.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, Assistant City Attorney.

Mayor Santini recognized Mr. William Gregory McConnell. Mr. McConnell lost his life during the storms that came through Cartersville.

#### II. Regular Agenda

#### A. Council Meeting Minutes

#### 1. April 2, 2020 City Council Minutes

A motion to approve the April 2, 2020 City Council Meeting Minutes as presented was made by Council Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote: 6-0.

#### **B.** Change Order

#### 1. WTP Wash Water Tank Replacement

Bob Jones, Water Department Head stated replacement of the 500,000 gallon wash water tank at the Water Treatment Plant (WTP) was approved on June 20, 2019 in the amount of \$799,000.00. Precon Corporation (Precon) has completed the project and we are ready to close the construction contract. This final adjustment change order will reduce the original contract amount by \$120,472.27 for a final contract price of \$678,527.43.

Mr. Jones recommend approval of this change order and finalization of the construction contract.

Motion to approve the WTP Wash Water Tank Replacement was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

#### C. Resolutions

#### 1. Etowah Preserve Resolution

Randy Mannino, Planning and Development Department Head stated in 2007, construction began on the Etowah Preserve subdivision on Center Road west of I-75. Roads, detention ponds and utilities were constructed and installed. In 2008, a final plat was approved, infrastructure was deeded to the City and maintenance/ performance bonds were submitted for the streets, stormwater infrastructure, sidewalks, and water and sewer infrastructure. Due to the recession, no lots were developed and the property was foreclosed. In 2013, the bonds were called by the City in the amount of \$176,700. The new developer wishes to replace the existing bond amount with a new bond in the same amount. An approval is needed by City Council to release the existing bond funds.

Motion to approve the Etowah Preserve Resolution was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

#### **RESOLUTION NO:**

## A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA,

WHEREAS, the City of Cartersville had to call the performance and maintenance bonds on September 26, 2013; and

WHEREAS, the amount of bonds called and receive by the City is as follows:

- 1. B-0308676 Storm draining, sidewalks, and streets \$49,800.00
- 2. B0308683 Maintenance of water and sewer \$67,000.00; and

3. B-0308667 – Final asphalt top coating at Etowah Preserve, Phase I - \$59,900.00, being a total of \$176,700.00; and

WHEREAS, \_\_\_\_\_("Developer") desires to redevelop the Etowah Preserve subdivision and repair the items covered by the previous bonds which were not completed or were not maintained; and

WHEREAS ("Developer") desires to have the City of Cartersville release said funds to them, in exchange for providing the City of Cartersville a new performance bond for the amount being, which would be a total of \$176,700.00; and

WHEREAS, the Planning and Development Department, Water Department and Public Works Department have met with the Developer and through the development review process have indicated what work needs to be completed in order for said performance bond to be; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY

## COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

On the prior Etowah Reserve Project, the Owner issued to the City of Cartersville, Maintenance Bonds from The Cincinnati Insurance Company referenced below:

- 1. B-0308676 Storm draining, sidewalks, and streets \$49,800.00
- 2. B0308683 Maintenance of water and sewer \$67,000.00; and
- 3. B-0308667 Final asphalt top coating at Etowah Preserve, Phase I \$59,900.00.

The work was not completed and the City of Cartersville called said bonds and on September 26, 2013, and received \$176,700.00 as a result. The City of Cartersville in exchange for a new performance bond in the amount of \$176,700.00, subject to the conditions herein shall release said funds to Developer.

Upon the completion of the work activities referenced in the previous bonds, current development plans, as approved by the Water Superintendent, Public Works Director, and Planning and Development Director, and the submission of invoices to be approved by the City of Cartersville in regard to the above-referenced work, said bond may be released as follows:

1) If said work activities are completed to the City of Cartersville's satisfaction and the invoice is equal to or greater than the above-referenced bond for each work activity, then said bond may be reissued or reduced by the amount approved by the City of Cartersville.

2) Upon completion of all activities and approval of the invoices by the City of Cartersville, said performance bond may be cancelled.

3) If said activities and invoices are not completed within one (1) year, said remaining balance of the performance bond is to be paid to the City of Cartersville

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this \_\_\_\_ day of \_\_\_\_\_, 2020.

#### ATTEST:

/s/\_

Meredith Ulmer, City Clerk City of Cartersville, Georgia

/s/

Matthew J. Santini, Mayor City of Cartersville, Georgia

#### 2. Historic District Moratorium

Keith Lovell, Assistant City Attorney stated this resolution needs to be removed from the agenda.

#### 3. Temporary Closure of Ford Street

Mr. Lovell stated this resolution allows for an extension of the temporary Ford Street closure resolution requested by the property owner.

Motion to approve the Temporary Closure of Ford Street was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

#### **RESOLUTION NO:**

#### A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING THE CLOSING OF FORD STREET NORTH OF MARTIN LUTHER KING JR. DRIVE FOR REHABILITATION OF THE AREA AND PROPERTIES THEREON

WHEREAS, the City of Cartersville has been requested by the adjoining property owners adjacent to Ford Street north of Martin Luther King Jr. Drive to temporarily allow for the closing of said street and the rehabilitation of the area and properties thereon; and

WHEREAS, the City Police, Fire, and Public Works Departments have reviewed said request and have no objections thereto; and

WHEREAS, in order to secure said area, the adjoining property owners will need to install a temporary gate on said portion of Ford Street; and

WHEREAS, the Mayor and City Council approved by Resolution No. 25-19 the temporary closure of Ford Street North of Martin Luther King Jr. Drive for six months, however due to the COVID-19 pandemic, said rehabilitation cannot be completed and an extension shall be necessary.

#### NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

that the request of Tilley Holdings, LLC and Tilley Properties, Inc., being the property owners adjoining the entirety of Ford Street north of Martin Luther King Jr. Drive is authorized and that said portion of Ford Street shall be closed until December 31, 2020 for the adjoining property owners to rehabilitate said area. A gate shall be allowed to be placed across and right of way of Ford Street by the adjoining property owners, provided that provisions are made to allow for emergency access by police, fire, and EMS, and for public utilities for maintenance and repair of their existing facilities.

#### BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this day of April, 2020.

**ATTEST:** 

/s/

Meredith Ulmer, City Clerk City of Cartersville, Georgia

/s/\_\_\_\_\_\_Matthew J. Santini, Mayor City of Cartersville, Georgia

#### 4. **Rescind Resolution – Meadows Heating and Air**

Tom Gilliam, Parks and Recreation Department Head stated the City received bids for the purchase of two 10-ton HVAC units for \$13,622 and four 5-ton HVAC units for \$15,417 from Meadows Heating and Air. This purchase was approved by City Council on February 6, 2020. After consulting the City School System, we issued a bid request for installation of the approved units but the installation bids put us well over the budgeted amount for these projects. The School System informed us that their maintenance dept did their installation, so they were able to purchase their units and installation at a much lower cost.

The Parks & Rec Dept has received approval from the City Attorney to request updated bids from the original contractors that responded to the initial RFP issued in Sept 2019. The Parks and Recreation Director recommends to the Mayor and City Council that the bid award approved on February 6, 2020 to Meadows Heating & Air be rescinded.

Motion to approve Rescinding the Resolution – Meadows Heating and Air was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote:6-0.

#### **RESOLUTION NO:**

#### A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING THE RESCINDING **OF BID AWARDS**

WHEREAS, the Mayor and City Council approved the bid award/purchase of two 10-ton HVAC units from Meadows Heating & Air for the Gymnastics Center on February 6, 2020; and

WHEREAS, the Mayor and City Council approved the bid award/purchase of four 5-ton HVAC units from Meadows Heating & Air for the Aubrey Street Gymnasium on February 6, 2020; and

WHEREAS, the bids were resubmitted for HVAC for both the Gymnastic Center and Aubrey Street Gymnasium and Meadows Heating & Air was not the low bidder; and

WHEREAS, the Parks and Recreation Director recommends to the Mayor and City Council that said bid awards on February 6, 2020, to Meadows Heating & Air, as referenced above, be rescinded; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

The Mayor and City Council hereby approve that the bid award/purchase of two 10-ton HVAC units from Meadows Heating & Air for the Gymnastics Center on February 6, 2020 is hereby rescinded, and that the bid award/purchase of four 5-ton HVAC units from Meadows Heating & Air for the Aubrey Street Gymnasium on February 6, 2020, is also hereby rescinded.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

ATTEST:

/s/\_\_\_\_\_\_ Meredith Ulmer, City Clerk City of Cartersville, Georgia /s/\_\_\_\_\_\_ Matthew J. Santini, Mayor City of Cartersville, Georgia

D. Bid Award/Purchases

1. HVAC Unit for Gymnastics Center – this item was removed from the agenda.

E. Contracts/Agreements

1. Letter to DCA for DDRLF Application

Dan Porta, Assistant City Manager stated the property owners of 5 South Public Square (Bradley Building) are seeking a loan from the Downtown Development Revolving Loan Fund (DDRLF) through the Department of Community Affairs (DCA). This document is the Initial Project Assessment (IPA), which is a pre-application that must be submitted to DCA by the property owner in order to obtain permission to proceed with a full application. The property owners have already met with Patrick Vickers, our regional DCA representative, and he approved the property owners submittal for this IPA document. The DDA and the City must sign indicating their approval for the project as part of the pre-application. The building has a current lease with Affinis Home Health (hospice care) for the basement floor, and a lease with a new restaurant (Downtown Social) once renovations are complete. The DDA is in support of this request to DCA.

A motion to approve the Letter to DCA for DDRLF Application was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

Motion to add one item to the agenda was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

#### F. Other

#### 1. Station 2 Electrical Repair

Scott Carter, Fire Chief stated he respectfully requests approval to perform a major electrical repair in Fire Station #2 on Peeples Valley Road. While doing work on the stations generator automatic transfer switch, it was found that the grounding system for the building needs an extensive repair. The quoted price for this project is \$12,053.00. The vendor for this project is Complete Electrical Systems of White. This is a sole source vendor due to the nature of work, familiarity with the structure and availability.

Due to the unknowns that may be encountered during this repair, we are asking for an amount up to but not to exceed \$15,000.00. This will be paid for with building maintenance funds. There is not enough in the current line item to cover this, so we will redirect funds from another line item. If there are not enough available funds to cover this by the end of this fiscal year, we will seek a budget adjustment. We respectfully request your approval of this repair with an amount up to but not to exceed \$15,000.00.

A motion to approve the Station 2 Electrical Repair was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

#### Added Item: Two Mobile Terminal Replacements

Chief Carter stated he respectfully requests 2 mobile terminals that connect employees to 911 calls in the field. To have this technology attached to the fire truck the labor will be done by the IT department. The cost is \$6,063.50. It is recommended for Council approval.

Motion to approve the purchase of the 2 mobile terminals was made by Council Member

Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote: 6-0.

### **Meeting Adjourned**

/s/\_\_\_\_\_ Matthew J. Santini Mayor

ATTEST:

/s/\_\_\_\_\_ Meredith Ulmer City Clerk



#### City Council Meeting 5/7/2020 7:00:00 PM April 23, 2020

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	April 23, 2020 Special Called Council Meeting Minutes are attached for your review.
City Manager's Remarks:	This meeting was for your approval of the School Board Referendum. Your approval of the minutes is recommended with any changes or modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Special Called Council Meeting via Zoom. 10 N. Public Square April 23, 2020 10 A.M.

#### I. Opening Meeting

This meeting was conducted via ZOOM.

Invocation by Council Member Roth

Pledge of Allegiance led by Mayor Santini

The City Council met in Special Called Session with Matt Santini, Mayor presiding and the following present: Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Tamara Brock, City Manager; Samantha Fincher, Deputy City Clerk, Keith Lovell and David Archer, City Attorneys.

Absent: Kari Hodge, Council Member Ward One

#### **II.** Resolution

#### 1. **Joint Supplement Referendum Resolution**

Keith Lovell, City Attorney stated this is a joint resolution of the Board of Education of Bartow County and Cartersville School Board supplementing and amending the resolution adopted January 27, 2020. The date of the election shall be changed from May 19, 2020 to June 9, 2020 due to the state of emergency caused by COVID-19.

A motion to approve the Joint Supplement Referendum Resolution was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote 5-0.

After announcements a motion to adjourn the meeting was made by Council Member Fox and needing no second. Motion carried unanimously. Vote 5-0.

#### **Meeting Adjourned**

/s/ Matthew J. Santini Mayor

ATTEST:/s/ Meredith Ulmer City Clerk

A JOINT SUPPLEMENTAL REFERENDUM RESOLUTION OF THE BOARD OF EDUCATION OF BARTOW COUNTY AND THE CARTERSVILLE SCHOOL BOARD, SUPPLEMENTING AND AMENDING THE JOINT REFERENDUM RESOLUTION ADOPTED JANUARY 27, 2020, IN ORDER TO POSTPONE THE ELECTION PROVIDED FOR IN SAID JOINT REFERENDUM RESOLUTION; AND FOR OTHER PURPOSES

WHEREAS, the Board of Education of Bartow County (the "Bartow Board"), which is charged with the duties of contracting debts and managing the affairs of the Bartow County School District (the "Bartow District"), and the Cartersville School Board (the "Cartersville Board"), which is charged with the duty of managing the affairs of the City of Cartersville School System (the "Cartersville System"), adopted a Joint Referendum Resolution (the "Original Resolution") on January 27, 2020 for the purpose calling an election (the "Election") to be held in all the precincts in Bartow County on the May 19, 2020, in order to submit to the qualified voters of Bartow County the question of whether or not a one percent sales and use tax for educational purposes of the Bartow District and the Cartersville System should be re-imposed within Bartow County, upon the termination of the one percent sales and use tax for educational purposes presently in effect, for a maximum period of time of 20 calendar quarters, for the purposes of providing funds to pay (1) for the Bartow District, the cost of the Bartow Projects (as defined in the Original Resolution), all at a maximum cost of \$120,000,000; and (2) for the Cartersville System, the cost of the Cartersville Projects (as defined in the Original Resolution), all at a maximum cost of \$36,000,000; and

WHEREAS, the Original Resolution also provided that if reimposition of the tax is approved by the voters of the Bartow District, such vote shall also constitute approval of the issuance of general obligation debt of the Bartow District in the principal amount of \$45,000,000; and

WHEREAS, the Bartow County Board of Elections and Registration (the "Election Superintendent"), which is the Superintendent of Elections of Bartow County, by its resolution adopted on February 10, 2020, a certified copy of which has been furnished to the Bartow Board and the Cartersville Board (collectively the "School Boards"), joined the School Boards in their call of the Election for May 19, 2020; and

WHEREAS, the School Boards and the Election Superintendent published a notice of the Election on February 13, 2020 in the <u>Daily Tribune News</u>, which is the newspaper in which sheriff's advertisements for Bartow County are published and in the official organ of Bartow County, which date of publication was not less than ninety (90) days prior to the May 19, 2020 election date in accordance with law; and

WHEREAS, on March 14, 2020, the Governor of Georgia declared a public health state of emergency posed by the COVID-19 pandemic and the Secretary of State of Georgia suspended in-person voting in the Presidential Preference Primary to be held on March 24, 2020 and all local elections to be held in conjunction with said primary and

directed in-person voting to resume for those elections as part of the already scheduled May 19, 2020 General Primary; and

WHEREAS, on April 8, 2020, the Governor of Georgia extended the public health state of emergency due to the COVID-19 pandemic, and on April 9, 2020, the Secretary of State of Georgia postponed the General Primary/Presidential Preference primary election until June 9, 2020; and

WHEREAS, as a result of such actions by the Governor and the Secretary of State, it is necessary for the School Boards and the Election Superintendent to postpone the Election to June 9, 2020 and to take such actions as are necessary for the Election to be held on June 9,2020;

NOW, THEREFORE, BE IT JOINTLY RESOLVED by the Board of Education of Bartow County and the Cartersville School Board, and it is hereby resolved by authority of the same, as follows:

Section 1. The Election is postponed and shall be held on June 9, 2020 in accordance with Georgia law.

Section 2. The ballots to be used in the Election shall have printed thereon the question to be determined by the voters, as such question is set forth in the Original Resolution.

Section 3. The date of the Election shall be and is hereby changed to June 9, 2020. All references in the Original Resolution to "the 19th day of May, 2020" shall be changed to "the 9th day of June, 2020."

Section 4. The Secretary of the Bartow Board is hereby ordered and directed forthwith to furnish the Election Superintendent with a duly certified copy of this Supplemental Resolution in order that the Superintendent of Elections may take such action in the premises as provided by law.

In addition, the Election Superintendent is hereby authorized and requested to join with the School Boards in publishing an updated notice of the Election in accordance with law in the newspaper in which sheriff's advertisements for Bartow County are published and in the official organ of Bartow County, once a week for five (5) weeks immediately preceding the date of the Election, and the notice of the Election shall be in substantially the form set forth in the Original Resolution and as previously published on February 13, 2020, with such changes or corrections as shall be necessary in the discretion of the Election Superintendent to correctly state (i) that the date of the Election is June 9, 2020, (ii) that the last day to register to vote in the Election is May 11, 2020, (iii) the dates that absentee by mail ballots for the Election will be issued by the Election Superintendent, and (iv) the dates that advance voting in the Election will take place at various times and locations, and to otherwise provide proper notice of the Election now to be held on June 9, 2020.

Section 5. The School Boards hereby confirm the existence and applicability of the Original Resolution and ratify, restate, and reaffirm all of the applicable terms, conditions, and provisions as set forth in the Original Resolution and as supplemented and amended by this Supplemental Resolution. Except where otherwise expressly indicated in this Supplemental Resolution, the provisions of the Original Resolution are to be read as part of this Supplemental Resolution as though copied verbatim herein, and provisions of this Supplemental Resolution shall be read as additions to, and not as substitutes for or modifications of (except as otherwise specifically provided herein), the provisions of the Original Resolution. Except as expressly amended, modified, or supplemented by this Supplemental Resolution, all of the terms, conditions, and provisions of the Original Resolution shall remain in full force and effect.

Section 6. Any and all resolutions in conflict with this Supplemental Resolution this day passed be and they are hereby repealed.

Section 7. This Supplemental Resolution shall take effect immediately upon its adoption.

[Signatures appear on the following pages]

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE, in the case of the Bartow Board, this 20th day of April, 2020.

#### BARTOW COUNTY SCHOOL DISTRICT

By:\_\_\_\_\_ Chairman

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE, in the case of the Cartersville Board, this 20th day of April, 2020.

CITY OF CARTERSVILLE SCHOOL SYSTEM

President

The Mayor and City Council of the City of Cartersville have concurred in the calling of the Election described in this Supplemental Resolution.

#### CITY OF CARTERSVILLE

By

#### STATE OF GEORGIA BARTOW COUNTY

#### SECRETARY'S CERTIFICATE

I, the undersigned Secretary of the Cartersville School Board, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a supplemental referendum resolution adopted by the Cartersville School Board at an open public meeting duly called and lawfully assembled on the 20th day of April, 2020, in connection with calling an election pertaining to the re-imposition or non-re-imposition of a one percent sales and use tax for educational purposes, the original of such supplemental referendum resolution being duly recorded in the Minute Book of the Cartersville School Board, which Minute Book is in my custody and control. At all times during such meeting, at least four members of the Cartersville School Board were present.

I do hereby further certify that the following members of the Cartersville School Board were present at such meeting:

> Kelley Dial Carolyn Johnson Kathi White Travis Popham S. Pat Broadnax Louise Panter Tim Chason

and that the following members were absent:

and that such supplemental referendum resolution was duly adopted by a vote of:

\_\_\_\_\_Ayes and \_\_\_\_\_Nays.

WITNESS my hand and the official seal of the Cartersville School Board, this the 20th day of April, 2020.



Valla

Secretary Cartersville School Board



#### City Council Meeting 5/7/2020 7:00:00 PM Cartersville Building Authority

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recomendation:	The terms of Cartersville Building Authority members Mike Fields, Ralph 'Sonny' Miller, and Tamara Brock will expire on May 15, 2020. All have agreed to continue to serve if reappointed. Their new terms would expire May 15, 2024.
City Manager's Remarks:	The reappointment of Mike Fields, Ralph 'Sonny' Miller, and Tamara Brock to the Cartersville Building Authority for new terms that expire May 15, 2024 is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



#### City Council Meeting 5/7/2020 7:00:00 PM Elevator Repair in City Hall Annex Building

SubCategory:	Contracts/Agreements	
Department Name:	Planning and Development	
Department Summary Recomendation:	Due to high winds and storms during the week of April 20 <sup>th</sup> , a power surge or lightning strike fried the motherboard and some other electronics on the elevator in the annex building. We received a quote from thyssenkrupp Elevator Corporation in the amount of \$12,266 for repairs and upgrades to the system, including more surge protection. They are a sole source provider and are the City's service contractor for this elevator. Due to ADA requirements, this elevator needs to be repaired as soon as feasible. Your approval of this expenditure is recommended.	
City Manager's Remarks:	This is from a sole source provider and who our elevator contract is with. Your approval is recommended.	
Financial/Budget Certification:	This is an unbudgeted item and will be paid out of the property and casualty insurance fund.	
Legal:		
Associated Information:		

# thyssenkrupp

April 30, 2020

### **Cartersville City Hall**

Purchaser:	City of Cartersville
Address:	PO Box 1390
	Cartersville, GA 30120-1390

Cartersville City Hall 10 N Public Sq Cartersville, GA 30120-3325

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of Twelve Thousand Two Hundred Sixty Six Dollars (\$12,266.00) inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Location: Address:

## Summary:

Elevator	Description	Repair category
CITY HALL (1)	Board Only	Operational
CITY HALL (1)	Selector Repair	Operational
CITY HALL (1)	Surge Protector	Proactive
CITY HALL (1)	Solid State Starter	Energy Savings

For further information, please see a detailed Scope of Work on the pages that follow. Recommended by Service Technician: Prather, Danny

In the event you have any questions regarding the content of this Work Order please contact me at +1 423 6355524.

We appreciate your consideration.

Regards,

Kathryn Dennis thyssenkrupp Elevator Corporation 6138 Preservation Dr Ste 800 Chattanooga TN 37416 kathryn.dennis@thyssenkrupp.com |+1 423 6355524

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.



#### Scope of Work

thyssenkrupp Elevator will furnish and install a new CLC Board upgrade, lighting arrestor and solid state starter. The current CLC Board is obsolete and has exceeded it's useful life due to power outage. The new CLC board that will need to be installed is not compatible with the door and selector board, therefore this CLC board ugrade will come with an all new door and selector board as well.

Also included in this work order is the installation of a Lighting Arrestor. This device will substantially increase protection against power surge, regardless of cause, that can damage various elevator systems. The device is installed in the controller and is designed for three phase applications. The arrestor is designed to conduct 60,000 - 80,000 amps of lightning or surge to ground without damage

thyssenkrupp Elevator will furnish and install a solid state starter for the elevators referenced above. The new starter shall have built in protection for overload conditions, reverse phase, and loss of phase to shut down the elevator and prevent component damage unlike mechanical starting contacts which can fuse shut or operate improperly under incorrect phase/voltage conditions causing major component failure. Most importnatly this will decrease the likelihood of 4-5 days week time in the event the motor burns out for the only elevator in the building. (End Scope of Work)





#### **Terms and Conditions**

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.



### Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$6,133.00 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

City of Cartersville (Purchaser):	thyssenkrupp Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual) Randy Mannino	(Signature of Branch Representative)
	Will Brackett
(Print or Type Name)	
	Branch Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)
Please contact	to schedule work at the following phone number



Attn: Randy Mannino City of Cartersville PO Box 1390 Cartersville GA, 30120-1390

Date	Terms	Reference ID	Custome	r Reference # / PO
April 30, 2020	Immediate	ACIA-1PLZEDT		
	Total Contract Price:			\$12,266.00
	Down Payment:		(50%)	\$6,133.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 423 6355524. To make a payment by phone, please call 678-424-3556 with the reference information provided below.

Current and former service customers can now pay online at: https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	City of Cartersville	Remit To:
Location Name:	Cartersville City Hall	thyssenkrupp Elevator
Customer Number:	87502	Corporation PO Box 3796
Quote Number:	2020-2-870479	Carol Stream, IL 60132-3796
Reference ID:	ACIA-1PLZEDT	
Remittance Amount:	\$6,133	



#### City Council Meeting 5/7/2020 7:00:00 PM SEGAS Invoice

SubCategory:	Bid Award/Purchases	
Department Name:	Electric	
Department Summary Recomendation:	The Electric Department is requesting authorization of a payment for an invoice from Southeastern Natural Gas Services of Rome, Inc. This invoice is for some directional boring needed to get power to an AT&T project. AT&T agreed to pay the expense to get the power to them and they have already submitted that reimbursement to us.	
City Manager's Remarks:	This is for directional boring needed for an AT&T project. This expense was reimbursed by AT&T. Your approval is recommended.	
Financial/Budget Certification:	This expense has been reimbursed by AT&T.	
Legal:		
Associated Information:		

## Invoice

Invoice #

1822

### Southeastern Natural Gas Services of Rome, Inc.

1845 Old Cedartown Hwy., S.E. Lindale, GA 30147 segas4156@gmail.com 770-547-4156

Anoniment Concess. Chinastic Chinas	
Cancel and Cancel and Cancel	City of Cartersville
P.O. Box 1390	(Electric)
Cartersville, GA 30120	

Terms
Net 30

Date

1/31/2020

Description	Quantity	Unit	Unit Price	Amount
Main Street Bore Install one 2" HDPE conduit Equipment Setup (1) Foreman/Supervisor (2) Apprentices at 8hrs each Excavator w/ 18" bucket 235' 6 DP C .3361 p.G. 10.25 × 2	210 1 8 8 16 8	LF SUM Hours Hours Hours Hours	17.00 750.00 38.00 38.00 28.00 75.00	3,570.00 750.00 304.00 304.00 448.00 600.00
Excavator W/ 18 DUCKET 235' 6 DP C . 3361 p.G. 10.25 x2 M da M da M da M da M da M da M da	198 1 5 260 E	CHARGE 4CC 3500 - 52 3500 -		AMOUNT 5976.00
Com Fostin			Total	\$5,976.00



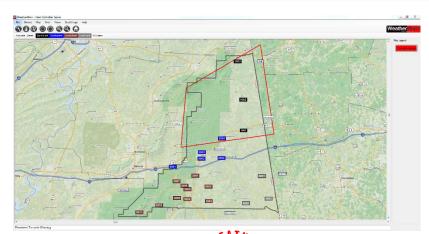
#### City Council Meeting 5/7/2020 7:00:00 PM Weather Warn Installation

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recomendation:	Respectfully request approval to proceed with a new control system for the City of Cartersville Warning Siren System. The current control system is almost 20 years old and is a manually operated system with old dot matrix record keeping capabilities. This new Weather Warn PC siren controller allows for automatic National Weather (NWS) Service polygon activation. As an example, when the NWS activates a certain GIS polygon, it will send a signal to this control system and automatically activate the warning sirens within Cartersville. The system allows for manual override and a protection, a full diagnostic feedback on silent test with notification. It can automatically tweet a warning through the City of Cartersville twitter account and provides a digital record keeping system of all tests and activations. This is a single source project that is specific to our Whelen sirens. We request the expenditure of \$15,700.00 to Mobile Communications America from Birmingham, AL. This is a time sensitive project due to our current weather pattern and could take up to 45 days for completion and training. We respectfully request your approval and stand ready for any questions.
City Manager's Remarks:	This new Weather Warn PC siren controller allows for automatic National Weather Service polygon activation. It will send a signal to this control system and automatically activate the warning sirens within Cartersville. This is a single source project that is specific to our Whelen sirens. We request the expenditure of \$15,700.00 to Mobile Communications America. This will be funded through SPLOST 2020. Your approval is recommended.
Financial/Budget Certification:	This project will be funded with 2020 SPLOST funds per the direction of Ms. Brock, Mr. Porta and Mr. Lovell.
Legal:	
Associated Information:	

# Weather Warn

### WARNING AT YOUR FINGERTIPS WITH THE W-3000

The WeatherWarn PC siren controller provides graphical user interface which allows for activation and monitoring of your Whelen siren system manually or **<u>automatically</u>**. This flexible platform allows for extensive customization and usability.



### Automatic National Weather Service Polygon Activation

The National Weather Service issues warnings that can be received over the internet or locally on a satellite receiver. This feed can be utilized to automatically activate a Whelen siren system. Based on user defined input, the system can be activated for any number of warnings including tornado, thunderstorm or civil emergencies. The user can also define if the entire system or only those sirens within the polygon are activated.

Automatic activation can easily be turned off during "normal" operational hours if the user chooses. In manual mode, the system will receive the polygon warning from the NWS, populate what units need to be activated and await approval from an operator before activating the system. This flexibility allows the user to have full control of operating procedure.

Our capability to activate automatically or manually extends to Whelen sirens as well as any other manufacturer that uses DTMF or two tone sequential.

### **Full Diagnostic Feedback**

Full diagnostic feedback allows the user to silent test the system and receives status information for each unit to include communication path, partial or full driver/amp failure, AC power presence and DC voltage. This capability is with sirens manufactured by Whelen Engineering.

#### **Social Networking**

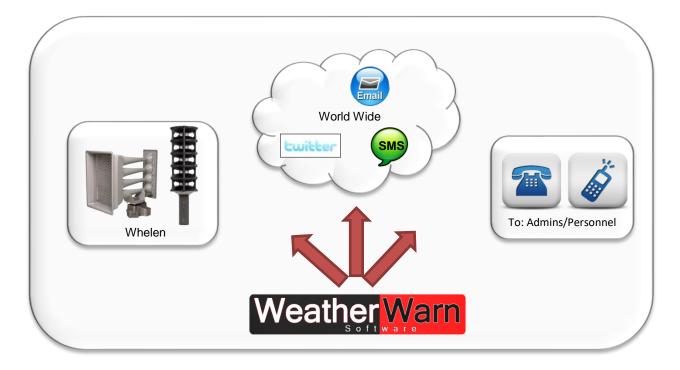
In today's world of ever changing technology, it is important to utilize all available methods of alerting your public during a time of emergency. The Weather-Warn W-3000 offers the option to relay emergency information in conjunction with Whelen siren system activation. Whether automatically or manually, the system can be configured to send out a "tweet" via twitter update to a specific account. This allows users to have information in an instant via smart phone or PC.





#### **Other Features**

- All call, group/zone or single siren activation
- User defined polygon activation
- Custom call keys—prescript scenarios for possible known events
- Mapping options for normal day map or hybrid satellite map (internet feed)
- Capable of live PA and .wav file from PC over live PA
- Supports activation of Whelen prerecorded message boards
- Configurable time of day automatic activation for testing or other "routine" activations
- Activation of other DTMF or Two Tone capable sirens (requires each unit to be individually addressable, some configuration changes might be required)
- Interfaces with conventional radio, digital radio or landline
- Standard Microsoft Windows 7 based platform
- Supports automatic telephone or SMS text notification to specific personnel



Contact us today for more information or a complimentary demonstration!

#### MCA Mobile Communications America

4116 First Avenue North Birmingham, AL 35222 Phone: 205-591-8804 Fax: 205-595-8999

www.callmc.com

To: Address: City: State: Zip:	Cartersville Fire Department
Attn:	Chief Scott Carter
Re:	WeatherWarn Software Quote

## Quote

Date: Quote #: 04/23/20 042320-C

Quote Prepared By: Office Phone: Cell Phone: Email Address: Lance Muncher 256-237-6697 256-453-3955 Iancemuncher@callmc.com

Ln	Qty	Description	Price Each	Line Total	
1	1	WeatherWarn SoftwareSystem for up to 40 Sirens	\$ 12,500.00	\$	12,500.00
2	1	One Year Remote Mantenance	\$ 1,600.00	\$	1,600.00
3	1	Programming, Installation and Training	\$ 1,600.00	\$	1,600.00
			Equipment Total	\$	15,700.00
			Installation		-
			Fcc Licensing	\$	-
			<u>Freight</u>	\$	-
			<u>Total</u>	\$	15,700.00

#### Scope of work:

#### Thank You for Your Consideration!

Terms and Conditions dated 3/4/2020 are attached and integral to this quotation. Taxes, if applicable, are not included. If you are a new customer and are tax exempt, please notify us of your exempt status at the time of acceptance. All quotes are valid for 30 days. If you have a purchase order, please send along with the accepted quote.

I accept the above quotation & agree to be bound by the terms and conditions.

#### **MOBILE COMMUNCIATIONS AMERICA - TERMS AND CONDITIONS**

DEFINITIONS: "MCA" & "Company" shall mean Mobile Communications America. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: MCA's acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of



MOBILE COMMUNICATIONS AMERICA

performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of the lesser of 2% per month or partial month or the maximum interest rate permitted by the governing law of the Agreement on any overdue payment. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Alabama and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Alabama, County of Jefferson. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

#### STANDARD TERMS WITH CREDIT:

- Up to \$50,000.00 Net within 10 days after date of invoice. Α. B.
  - Over \$50,000.00 30% down at order entry
    - 60% at shipment
    - 10% within 10 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

All quotations reflect U.S. Dollars. All payments must be made in U.S. funds.

TAXES: The prices stated in this order do not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No

Revised 03/04/2020

#### MOBILE COMMUNCIATIONS AMERICA - TERMS AND CONDITIONS

additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Alabama. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void. If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

#### PATENT, COPYRIGHT AND TRADEMARKS:

- A. <u>COPYRIGHT AND MASK WORKS:</u> Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, works and other works of authorship or exclusive rights in same is permitted.
- B. <u>REVERSE ENGINEERING:</u> Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.
  C. LOGOS AND TRADEMARKS:
  - The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

#### LIMITATIONS:

A. <u>LIMITATIONS OF MCA LIABILITY:</u> Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not

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MOBILE COMMUNICATIONS AMERICA

limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.

- B. <u>INSURANCE</u>: It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.
- C. <u>NO REPRESENTATIONS:</u> MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.
- D. WARRANTY AND DISCLAIMED WARRANTIES: As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA.

Revised 03/04/2020



#### City Council Meeting 5/7/2020 7:00:00 PM Matthews Garage Vehicle Repair

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recomendation:	A city vehicle was involved in an accident where the other driver was at fault. Travelers Insurance has estimated the repairs at \$10,133.02 and these costs will be reimbursed by the other party's insurance company. I recommend approval to pay Matthews Garage for the vehicle repair.
City Manager's Remarks:	Your approval of the reimbursable repair from Matthews Garage is recommended.
Financial/Budget Certification:	This is not a budgeted item, but will be reimbursed by the other driver's insurance.
Legal:	
Associated Information:	

#### TRAVELERS

#### Southern Claim Center (BI-003) Email Supplements: supplementrequest@travelers.com By phone: (888) 299-7456 PO Box 430 Buffalo, NY 14240 Phone: (800) 238-6214

Claim #: Workfile ID: FMA6067001 cf2cd03d

#### Supplement of Record 1 with Summary

### Written By: TIMOTHY CAMP, 4/21/2020 9:56:05 AM Adjuster: BLACK, LAURA, (610) 371-3944 Business

Insured:	CITY OF CARTERSVILLE	Owner Policy #:	CT501PEHH8101H53891 1	Claim #:	FMA6067001
Type of Loss: Point of Impact:	Collision 12 Front	Date of Loss: Deductible:	04/03/2020 03:40 PM 1000.00	Days to Repair:	18
Owner (Insured) CITY OF CARTERS <sup>1</sup> PO BOX 1390 CARTERSVILLE, GA (770) 655-0257 Ce	VILLE A 30120-1390	Inspection Lo MATTHEWS GA MATTHEWS GA 18 PINSON DR CARTERSVILLE Field (770) 382-0900	RAGE INC RAGE INC , GA 30120-0000	Repair Facility: MATTHEWS GARA 18 PINSON DRIVE CARTERSVILLE, G (770) 382-0900 B (770) 382-5522 Fa	A 30120 usiness

#### VEHICLE

#### 2016 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI White

VIN:	2C3CDXATXGH123026	Production Date:	10/2015	Interior Color:	BLACK
License:	BZD1944	Odometer:	59007	Exterior Color:	White
State:	GA	Condition:			

TRANSMISSION	Overhead Console	FM Radio	Bucket Seats
Automatic Transmission	CONVENIENCE	Stereo	Reclining/Lounge Seats
POWER	Air Conditioning	Search/Seek	WHEELS
Power Steering	Intermittent Wipers	Auxiliary Audio Connection	Wheel Covers
Power Brakes	Tilt Wheel	SAFETY	PAINT
Power Windows	Cruise Control	Drivers Side Air Bag	Clear Coat Paint
Power Locks	Rear Defogger	Passenger Air Bag	OTHER
Power Mirrors	Keyless Entry	Anti-Lock Brakes (4)	Traction Control
Heated Mirrors	Message Center	4 Wheel Disc Brakes	Stability Control
Power Driver Seat	Steering Wheel Touch Controls	Front Side Impact Air Bags	California Emissions
DECOR	Telescopic Wheel	Head/Curtain Air Bags	Power Trunk/Gate Release
Dual Mirrors	Climate Control	Hands Free Device	
Aftermarket Film Tint	RADIO	SEATS	
Console/Storage	AM Radio	Cloth Seats	

Attachment number 1 \nPage 2

Claim #: FMA6067001 Workfile ID: cf2cd03d

Supplement of Record 1 with Summary

2016 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI White

Line		Oper	Description	Qty	Extended Price \$	Labor	Paint
1	FRONT BUMPE	ĒR					
2			O/H front bumper			3.4	
3	**	Repl	A/M CAPA Bumper cover	1	538.00	Incl.	3.4
4			Add for Clear Coat				1.4
5	GRILLE						
6		R&I	Upper grille black crossbars			Incl.	
7	FRONT LAMPS	5					
8		R&I	RT R&I headlamp assy			0.3	
9	**	Repl	A/M CAPA RT Side marker lamp	1	29.00	Incl.	
10		R&I	LT Side marker lamp			Incl.	
11	RADIATOR SU	PPOR <sup>-</sup>					
12	* *	Repl	A/M Front shield w/o severe duty cooling 3.6 5.7 liter	1	227.00	Incl.	
13	FENDER						
14	* *	Repl	A/M CAPA RT Fender	1	255.00	1.6	2.0
15		•	Add for Clear Coat				0.8
16			Add for Edging				0.5
17	**	Repl	A/M RT Fender liner 3.6L 5.7L	1	97.00	Incl.	
18		Repl	RT Fender liner retainer	1	5.50		
19	ELECTRICAL						
20		Repl	TPMS sensor all	1	93.45 m	Incl.	
			NOTE: RIGHT FRONT				
21	WHEELS						
22	*	Repl	LT/Front Wheel, steel w/police 18", RWD	1	210.00 m	<u>0.0</u>	
23	*	Repl	RT/Front Wheel, steel w/police 18", RWD	1	210.00 m	0.0	
24		Repl	LT/Front Wheel cover 5 spoke	1	90.00		
25		Repl	RT/Front Wheel cover 5 spoke	1	90.00		
26		Repl	RT/Rear Wheel cover 5 spoke	1	90.00		
27	FRONT SUSPE	NSION	J				
28	S01	Repl	RT Knuckle w/o Brembo brakes	1	794.00 m	2.0 M	
29	S01	Repl	RT Upper cntrl arm	1	240.00 m	0.5 M	
30	S01		Deduct for Overlap			-0.2 M	
31	WINDSHIELD						
32	*	Rpr	Windshield Dodge w/o rain sensor, w/o humidity sensor			<u>0.3</u>	
			NOTE: MASK				
33	PILLARS, ROC	KER &	FLOOR				
34	*	Blnd	RT Aperture panel		S		<u>0.8</u>
			NOTE: CLEAR RIGHT ROOF RAIL				
35		Repl	RT Rocker molding w/o SRT HELLCA	1	312.00	Incl.	1.7
36		·	Overlap Major Non-Adj. Panel				-0.2
37			Add for Clear Coat				0.3
38		Repl	RT Rocker molding rivet	8	40.00		

							Atta	achment number
						Claim #:		FMA6067001
				Supplement of Record 1 with Sum	mary	Workfile ID:		cf2cd03c
				Supplement of Record 1 with Sum	inai y			
16 D	ODG Cha	arger Polic	e RWD	(Fleet) 4D SED 8-5.7L Gasoline Sequential MPI White				
39	#	S01	Rpr	RT Rocker			2.0	1.0
				NOTE: front of rocker at pinch weld				
40	FRON	IT DOOR						
41			Repl	RT Outer panel (HSS)	1	375.00	7.0	2.1
42				Overlap Major Adj. Panel				-0.4
43				Add for Clear Coat				0.3
44				Add for Edging				0.5
45				Add for Inside				0.5
46	*		Rpr	RT Door shell (HSS)			<u>3.0</u>	Incl.
				NOTE: FRONT EDGE				
47			R&I	RT Surround w'strip			Incl.	
48			R&I	RT Belt w'strip			Incl.	
49			R&I	RT Front w'strip			Incl.	
50			R&I	RT Lower w'strip			Incl.	
51			R&I	RT Door w'strip			Incl.	
52			R&I	RT Applique			Incl.	
53			R&I	RT Frame molding			0.3	
54			R&I	RT Power mirror w/heat, w/o memory, w/o blind spot white knuckle			Incl.	
55			Refn	RT Power mirror w/heat, w/o memory, w/o blind spot white knuckle				0.6
56				Overlap Minor Panel				-0.2
57				Add for Clear Coat				0.1
58			R&I	RT Door glass Dodge			0.6	
59	*		R&I	RT Run channel			<u>0.3</u>	
60			R&I	RT Handle, outside white knuckle			Incl.	
61	*		Rpr	RT Handle, outside white knuckle			<u>0.3</u>	0.4
62				Overlap Minor Panel				-0.2
63				Add for Clear Coat				0.1
64			R&I	RT Mount plate			0.6	
65			R&I	RT R&I trim panel			Incl.	
66	REAR	DOOR						
67	*		Rpr	RT Outer panel (HSS)			<u>7.0</u>	2.0
68				Overlap Major Adj. Panel				-0.4
69				Add for Clear Coat				0.3
70	*		Rpr	RT Door shell (HSS)			<u>2.0</u>	Incl.
71			R&I	RT Belt w'strip			0.3	
72			R&I	RT Door w'strip			0.4	
73			R&I	RT Lower w'strip			0.2	
74			R&I	RT Rear w'strip			0.2	
75			R&I	RT Applique			0.2	
76			R&I	RT Frame molding			0.3	
77			R&I	RT Handle, outside white knuckle			0.4	
78			R&I	RT R&I trim panel			0.5	

79 BACK GLASS

					Claim #:		FMA6067001
					Workfile ID:		cf2cd03c
			Supplement of Record 1 with	n Summary			
16 D(	ODG Charger Polic	ce RWD	(Fleet) 4D SED 8-5.7L Gasoline Sequential MPI White				
80	*	Rpr	Back glass Dodge			<u>0.3</u>	
81	QUARTER PAN		NOTE: MASK				
82	*	Rpr	RT Quarter panel			<u>10.0</u>	2.6
83		крі	Overlap Major Adj. Panel			10.0	-0.4
84			Add for Clear Coat				-0.4
85			Add for Lock Pillar				0.4
86		R&I	RT Wheelhouse liner w/o vented bumper			0.4	0.5
	*				0		0.0
87 00		Rpr Død	RT Outer wheelhouse		S	<u>3.0</u>	0.8
88 00		R&I	RT Otr pillar trim black			0.3	
89 90		R&I R&I	RT Lwr pillar trim black			0.3 0.3	
90 91	REAR BODY &		RT Upper qtr trim black			0.3	
91 92	NLAR DUDT &	R&I	Rear panel trim			0.2	
92 93		R&I	RT Side trim w/o Beats audio			0.2	
94	REAR LAMPS	Rai				0.2	
95		R&I	RT Tail lamp assy			0.3	
96	* *	Repl	A/M CAPA RT Side marker lamp	1	23.00	Incl.	
97		R&I	LT Side marker lamp		20.00	Incl.	
98	REAR BUMPE						
99		·	O/H rear bumper			2.6	
100	* *	Repl	A/M CAPA Bumper cover w/o rev sensor	1	355.00	Incl.	3.2
101		p.	Add for Clear Coat		000100		1.3
102	* *	Repl	A/M RT Side support	1	11.00	Incl.	
103	* *	Repl	A/M RT Side bracket	1	21.00	Incl.	
104	VEHICLE DIA						
105	*	Rpr	Pre-repair scan		m	<u>1.0</u> M	
106	*	Rpr	Post-repair scan		m	<u>1.0</u> M	
107	MISCELLANEO	DUS OP					
108	#	Rpr	Disconnect/ Reconnect Battery			0.3	
109	#	Refn	Color Tint- minor				0.5
110	* *	Repl	A/M Flex Additive	1	8.00 T		
111	* *	Repl	A/M Mask Jambs	1	5.00 T	0.6	
112	* *	Repl	A/M Panel Bonding Adhesive/Material	1	28.47 T		
113	* *	Repl	A/M Seam Sealer/Caulking	1	28.47 T	1.0	
			NOTE: MASK AND DUPLICATE FACTORY SEAM SEAL,	RIGHT FRONT DC	OR		
114	#	Rpr	Set Up			1.0	
115	#	Rpr	Unibody Frame Repair			1.5 F	
			NOTE: RT QTR AND JAMB				
116	* *	Repl	A/M Cavity Wax	1	12.00	0.3	
17	* *	Repl	A/M Restore Corrosion Protection	1	10.00 T	0.5	
18	#	Refn	Feather, Prime and Block				2.0
		Dofn	Finish Sand and Buff				2.4
19	#	Refn					2.4

Attachment number 1 \nPage 5	

						Claim #: Workfile ID:		FMA606700 cf2cd03
			Supplement of Recor	rd 1 with Summ	nary			
2016 DC	ODG Charger Pol	ice RWD	(Fleet) 4D SED 8-5.7L Gasoline Sequential I	MPI White				
			NOTE: 2 x 25.00 = 50.00					
121	#	Subl	Four Wheel Alignment		1	89.95		
122	#	Subl	Transport to and from alignment Shop		1	100.00 X		
123	**	Repl	A/M Cover car/bag		1	<u>5.00</u>	0.2	
124	TIRES							
125	*	Repl	GEN 225/60ZR18 GMAX JUSTICE		1	<u>241.58</u>	0.0	
			NOTE: RIGHT FRONT					
126	OTHER CHAR	GES						
127	#		Towing		1	150.00		
128	#		Hazardous Waste		1	3.00		
				SUBTOTALS		4,837.42	58.8	30.7

#### NOTES

Prior Damage Notes: NO OBVIOUS UOPD FOUND

#### ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				4,504.48
Body Labor	53.0 hrs	@	\$ 46.00 /hr	2,438.00
Paint Labor	30.7 hrs	@	\$ 46.00 /hr	1,412.20
Mechanical Labor	4.3 hrs	@	\$ 85.00 /hr	365.50
Frame Labor	1.5 hrs	@	\$ 65.00 /hr	97.50
Paint Supplies	30.7 hrs	@	\$ 32.00 /hr	982.40
Miscellaneous				179.94
Other Charges				153.00
Subtotal				10,133.02
Total Cost of Repairs				10,133.02
Deductible				1,000.00
Total Adjustments				1,000.00
Net Cost of Repairs				9,133.02

Attachment number 1 \nPage 6

Claim #: FMA6067001

Workfile ID:

cf2cd03d

2016 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI White

#### SUPPLEMENT SUMMARY

Line	Oper Description		Oper Description Qty Extende Price					Labor	Paint
Added	Items								
27	FRON	T SUSPE	NSION	1					
28		S01	Repl	RT Knuckle w/o Brembo brakes		1	794.00 m	2.0 M	
29		S01	Repl	RT Upper cntrl arm		1	240.00 m	0.5 M	
30		S01		Deduct for Overlap				-0.2 M	
39	#	S01	Rpr	RT Rocker				2.0	1.0
				NOTE: front of rocker at pinch weld					
					SUBTOTALS		1,034.00	4.3	1.0

#### NOTES

Prior Damage Notes: NO OBVIOUS UOPD FOUND

#### **RATE CHANGES**

Sales Tax \$ 4500.82 -7.0000 % ( 7.0000 % to 0.0000 %) = -315.06

TOTALS SUMMARY				
Category	Basis		Rate	Cost \$
Parts				1,034.00
Body Labor	2.0 hrs	@	\$ 46.00 /hr	92.00
Paint Labor	1.0 hrs	@	\$ 46.00 /hr	46.00
Mechanical Labor	2.3 hrs	@	\$ 85.00 /hr	195.50
Paint Supplies	1.0 hrs	@	\$ 32.00 /hr	32.00
Subtotal				1,399.50
Additional Supplement Taxes				-315.06
Total Supplement Amount				1,084.44
NET COST OF SUPPLEMENT				1,084.44

Attachment number 1 \nPage 7

Claim #:

Workfile ID:

FMA6067001 cf2cd03d

2016 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI White

CUMULATIVE EFFECTS OF	F SUPPLEMENT(S)
-----------------------	-----------------

Estimate Supplement S01	9,048.58 1,084.44	TIMOTHY CAMP TIMOTHY CAMP
Workfile Total:	\$ 10,133.02	
TOTAL ADJUSTMENTS:	\$ 1,000.00	
NET COST OF REPAIRS:	\$ 9,133.02	

All supplements must be pre-approved by Travelers.

Supplement repair charges may be subject to rejection unless approved by Travelers prior to repairs.

This instrument is a damage estimate only and not an acceptance of liability or authorization to repair.

Repair must be pre-authorized by the vehicle owner.

Vehicle owner maintains the right to repair vehicle at a repair facility of their choice.

Please present this estimate to the repair facility prior to repairs.

Necessary Information for Photograph and Video Estimates (READ CAREFULLY):

This estimate may have been completed based wholly or in part using photographs and/or video. Because of the use of photographs and video, this estimate may not be complete, as there could be hidden damage. You should provide this estimate to the shop of your choice prior to commencement of work. If your shop finds additional damages or undiscovered damages, Travelers will work with your repairer to assess the appropriate scope of work. Your shop is instructed in this estimate to contact Travelers through its supplement process and the damages they discover must be reviewed and approved prior to repairing the vehicle In the event that you are not repairing your vehicle and believe that our estimate does not account for all of your damages, please contact your Claim professional to discuss and address your concerns and options.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTER MARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

2016 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI White

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 04/16/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. BInd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment number 1 \nPage 9

Claim #:

Workfile ID:

FMA6067001 cf2cd03d

2016 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI White

#### ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
3	KEYSTONE - ATLANTA, GA	#CH1000A24C	\$ 538.00
	1700 WESTGATE PARKWAY SW	A/M CAPA Bumper cover	
	ATLANTA GA 30336	Quote: 552837796	
	(404) 691-6930	Expires: 05/27/20	
9	KEYSTONE - ATLANTA, GA	#CH2551133C	\$ 29.00
	1700 WESTGATE PARKWAY SW	A/M CAPA RT Side marker lamp	
	ATLANTA GA 30336	Quote: 552837796	
	(404) 691-6930	Expires: 05/27/20	
12	KEYSTONE - ATLANTA, GA	#CH1228128	\$ 227.00
	1700 WESTGATE PARKWAY SW	A/M Front shield w/o severe duty cooling 3.6 5.7 liter	
	ATLANTA GA 30336	Quote: 552837796	
	(404) 691-6930	Expires: 05/27/20	
14	KEYSTONE - ATLANTA, GA	#CH1241282C	\$ 255.00
	1700 WESTGATE PARKWAY SW	A/M CAPA RT Fender	
	ATLANTA GA 30336	Quote: 552837796	
	(404) 691-6930	Expires: 05/27/20	
17	KEYSTONE - ATLANTA, GA	#CH1249171	\$ 97.00
	1700 WESTGATE PARKWAY SW	A/M RT Fender liner 3.6L 5.7L	
	ATLANTA GA 30336	Quote: 552837796	
	(404) 691-6930	Expires: 05/27/20	
96	KSI - ATLANTA GA	#1351373Q	\$ 23.00
	David Birge	A/M CAPA RT Side marker lamp	
	2861 Bankers Industrial Drive		
	Atlanta GA 30360		
	(877) 277-2787		
100	KEYSTONE - ATLANTA, GA	#CH1100A07C	\$ 355.00
	1700 WESTGATE PARKWAY SW	A/M CAPA Bumper cover w/o rev sensor	
	ATLANTA GA 30336	Quote: 552837796	
	(404) 691-6930	Expires: 05/27/20	
102	KEYSTONE - ATLANTA, GA	#CH1143109	\$ 11.00
	1700 WESTGATE PARKWAY SW	A/M RT Side support	
	ATLANTA GA 30336	Quote: 552837796	
	(404) 691-6930	Expires: 05/27/20	
103	KEYSTONE - ATLANTA, GA	#CH1143110	\$ 21.00
	1700 WESTGATE PARKWAY SW	A/M RT Side bracket	

Attachment number 1 \nPage 1

Claim #:

Workfile ID:

FMA6067001 cf2cd03d

2016 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI White

ATLANTA GA 30336 (404) 691-6930 Quote: 552837796 Expires: 05/27/20



#### City Council Meeting 5/7/2020 7:00:00 PM Carousel Industries Support Renewal

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recomendation:	The annual support renewal for our Fortinet software in the amount of \$10,157.61 is due and recommended for your approval.
City Manager's Remarks:	Your approval of the software purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



659 South County Trl Exeter, RI 02822-3412 US

#### City of Cartersville, GA

Customer Billing Information	Quote Information
City of Cartersville, GA	Account Executive: Christine Parr
Attention: Accounts Payable	Phone: (678) 892-3713
1 N Erwin St	Email: cparr@carouselindustries.com
Cartersville, GA 30120 US	Inside Sales:

#### Comments: 2020-21 Fortinet Direct and Carousel Branded Fortinet Support Renewal

Fortinet								
Item #	Item Description	Location	Serial Number	Start Date	End Date	Term	Qty	Total Price
Carousel Fortinet Value Care Support	24x7 CSPP Support & UTM BundleAV,FortiGuard NGFW Service,CF,AS,Advance HW,24x7 L3 Email Support,24x7 L3 Phone Support,Firmware & General Updates	1 N Erwin St Cartersville, GA 30120	FGT6HD39168059 71	6/5/2020	6/4/2021	12 Months	1	\$ 4,397.02
Carousel Fortinet Value Care Support	24x7 CSPP SupportAdvance HW,24x7 L3 Email Support,24x7 L3 Phone Support,Firmware & General Updates	1 N Erwin St Cartersville, GA 30120	FG1K2D3l168012 63	6/5/2020	6/4/2021	12 Months	1	\$ 2,500.27
Carousel Fortinet Value Care Support	24x7 CSPP SupportAdvance HW,24x7 L3 Email Support,24x7 L3 Phone Support,Firmware & General Updates	1 N Erwin St Cartersville, GA 30120	FG1K2D3I168012 84	6/5/2020	6/4/2021	12 Months	1	\$ 2,500.27
Fortinet Direct Support	24x7 Email,24x7 Comprehensive Support,Firmware & General Updates	1 N Erwin St Cartersville, GA 30120	FAZ- VM0000097411	6/5/2020	6/4/2021	12 Months	1	\$ 760.05
			·			SubTotal	\$10,1	57.61



Quote Totals		
Product Total	Labor Total	Total Maintenance
\$ 0.00	\$ 0.00	\$10,157.61
		-
	Quote Tota	l: \$ 10,157.61

#### **Terms and Conditions**

All new products are guaranteed to be as specified by the manufacturer's documentation and are provided with the manufacturer's standard product warranty. All refurbished components are covered by a Carousel direct warranty. Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products unless otherwise specified on the Quote. Any changes to the above Products and/or Scope of Work will require the written authorization of both Carousel and the Customer. The quote total does not include sales tax, and as applicable, will be added to the invoice. If shipping charges apply and the amount is known when quoting, those charges will be included as a separate line item on the quote, otherwise they will be added to the invoice.

All work is done subject to the terms and conditions of Carousel's Master Agreement (available at http://www.carouselindustries.com/company/master-agreement) unless Carousel and the Customer have previously agreed to otherwise in writing. All returns are done in accordance with Carousel's Return Policy which is also available at http:// www.carouselindustries.com/company/master-agreement.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

Customer Signature:		
Name	Title	Date
Carousel Signature:		
Name	Title	Date



#### City Council Meeting 5/7/2020 7:00:00 PM Transco Delivery Point to Brown Farm Road Regulating Station

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recomendation:	There were four bidders for the pipe installation for the 6" Transco Delivery Point to the Brown Farm Road regulating station. The bids received included all of the installation as well as directional boring with a rock clause. ElectriCom, LLC, of Paoli, IN, was the low bidder, totaling \$1,229,746.92. The bid tabulation is attached. After reviewing their references, the Gas System found they are fully capable of satisfactorily completing this project. Therefore, I recommend approval of this bid.
City Manager's Remarks:	Your approval of the bid from ElectriCom, LLC for the Transco Delivery Point regulating station is recommended.
Financial/Budget Certification:	This is budgeted item.
Legal:	N/A
Associated Information:	

## <u>Memorandum</u>.

- To: Michael Hill, Director
- cc: Michael Dickson, Assistant Director
- From: Brian Friery, System Engineer
- Date: April 24, 2020
- RE: Natural Gas Main Extension 6" Expansion: Williams/Transco Delivery Point to Brown Farm Road Regulating Station Cartersville Project No. CP-16-002

As you know, sealed bids were opened for the above referenced project on April 21, 2020 following a four-week advertisement in the City's official organ and postings on the Georgia Procurement Registry as well as the City's website. Of the four bids received, ElectriCom, LLC of Paoli, Indiana submitted the low bid proposal in the amount of \$1,048,136.92. As you also know, an alternate was included in the bid proposal if solid rock is encountered in the directional bore installations for this project. As an additional amount added to the unit price bid for directional bores in soil, ElectriCom, LLC also submitted the low alternate bid proposal for solid rock directional bore in the amount of \$181,610.00 for a total bid proposal of \$1,229,746.92. Attached is a tabulation of bids.

By an engineer's estimate prepared April 3, 2020, we estimated the construction cost of this project to be approximately \$1,007,200.00. We further estimated the solid rock directional bore to be approximately \$127,000 for a total estimated construction cost of \$1,134,200.00. As you can see, the low bid proposal received is within 10% of the estimated construction cost for this project. Additionally, we do not anticipate solid rock being encountered on this project, therefore, saving approximately \$181,610.00 in solid rock directional bore costs and an additional \$79,750.00 in solid rock excavation costs for a total bid proposal reduction of \$261,360.00 and an anticipated total project cost of \$968,386.92. We have no experience with ElectriCom, LLC of Paoli, Indiana, therefore, we have checked the company's references and reviewed their financial statement provided with the bid documents and found that ElectriCom, LLC is fully capable of satisfactorily completing this project. I, therefore, recommend the City award the construction contract for this project to ElectriCom, LLC of Paoli, Indiana in the total amount of \$1,229,746.92.

All affidavits required by O.C.G.A. §50-36-1 et. Seq. and O.C.G.A. §13-10-91 et. Seq. and DOL Rule 300-10-1-.02 have been duly executed and were provided with the bid proposal.

As you know, the steel line pipe and steel directional bore pipe for this project will be provided by the City and was previously advertised and bid and will be provided by separate contract. The award of this contract is for the construction of the project and, therefore, does not include providing the steel line pipe.



						1 2						
					Contractor:	ElectriCom, LLC		Equix Energy Services, LLC		Southeast Connections, LLC		
						Paoli, Indiana		Midway, Flor		Conyers, Georgia		
				Estimate :	\$1,134,159.50	TOTAL BID:	\$1,229,746.92	TOTAL BID:	\$1,603,510.00	TOTAL BID:	\$2,093,510.98	
ITEM		EST.		UNIT		UNIT		UNIT		UNIT		
NO.	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	
1.	6-5/8" O.D250" W.T., F.B.E.	20,300	L.F.	\$31.50	\$639,450.00	\$36.59	\$742,777.00	\$37.50	\$761,250.00	\$55.96	\$1,135,988.00	
	Coated, ERW X52 Steel Line											
	Pipe (Installation Labor Only)											
	(Line Pipe Provided by Owner)											
2.	6-5/8" O.D250" W.T., Dual	125	L.F.	\$31.50	\$3,937.50	\$41.22	\$5,152.50	\$65.00	\$8,125.00	\$93.01	\$11,626.25	
	Coated, ERW X52 Steel Line Pipe											
	(Installation Labor Only) (Line											
	Pipe Provided by Owner)											
3.	6-5/8" O.D280" W.T., F.B.E./	1,110	L.F.	\$33.20	\$36,852.00	\$25.45	\$28,249.50	\$75.00	\$83,250.00	\$117.97	\$130,946.70	
	2040 Coated, ERW X52 Steel											
	Bore Pipe (Installation Labor											
	Only) (Bore Pipe Provided by											
	Owner)											
4.	6" Line Valve Assembly, ANSI	6	Ea.	\$1,000.00	\$6,000.00	\$1,542.57	\$9,255.42	\$3,500.00	\$21,000.00	\$4,081.39	\$24,488.34	
	Class 300, 740# W.P. <i>(Line</i>											
	Valve Provided By Owner)											
5.	6" Directional Bore (Raccoon	655	L.F.	\$75.00	\$49,125.00	\$43.40	\$28,427.00	\$85.00	\$55,675.00	\$218.00	\$142,790.00	
	Creek) (Sta. 67+65 to Sta. 74+20)											
	(Soil Bore) (Bore Only)											
6.	6" Directional Bore (Richland	275	L.F.	\$75.00	\$20,625.00	\$43.40	\$11,935.00	\$85.00	\$23,375.00	\$218.00	\$59,950.00	
	Creek) (Sta. 126+00 to Sta.											
	128+75) (Soil Bore) (Bore Only)											
7.	6" Directional Bore (Old Alabama	340	L.F.	\$75.00	\$25,500.00	\$43.40	\$14,756.00	\$85.00	\$28,900.00	\$218.00	\$74,120.00	
	Road) (Sta. 136+10 to Sta.											
	138+68) (Soil Bore) (Bore Only)											
	6" Bore (Bore Only)	770	L.F.	\$50.00	\$38,500.00	\$43.40	\$33,418.00	\$55.00	\$42,350.00	\$70.90	\$54,593.00	
	Cathodic Protection Test Station	17	Ea.	\$200.00	\$3,400.00	\$260.00	\$4,420.00	\$200.00	\$3,400.00	\$882.31	\$14,999.27	
10.	Magnesium Anode Installation	6	Ea.	\$500.00	\$3,000.00	\$250.00	\$1,500.00	\$300.00	\$1,800.00	\$500.22	\$3,001.32	



PAGE 1 OF 6

Item # 9

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	4										
	Contractor: Pride Utility Construction Co. Gainesville, Georgia										
				Estimate :	\$1,134,159.50		\$2,135,843.90	TOTAL BID:		TOTAL BID:	
ITEM		EST.		UNIT		UNIT		UNIT		UNIT	
NO.	DESCRIPTION	QTY.	UNIT		TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1.	6-5/8" O.D250" W.T., F.B.E.	20,300	L.F.	\$31.50	\$639,450.00	\$67.00	\$1,360,100.00				
	Coated, ERW X52 Steel Line										
	Pipe (Installation Labor Only)										
	(Line Pipe Provided by Owner)										
2.	6-5/8" O.D250" W.T., Dual	125	L.F.	\$31.50	\$3,937.50	\$75.00	\$9,375.00				
	Coated, ERW X52 Steel Line Pipe										
	(Installation Labor Only) (Line										
	Pipe Provided by Owner)										
3.	6-5/8" O.D280" W.T., F.B.E./	1,110	L.F.	\$33.20	\$36,852.00	\$95.00	\$105,450.00				
	2040 Coated, ERW X52 Steel										
	Bore Pipe (Installation Labor										
	Only) (Bore Pipe Provided by										
	Owner)										
4.	6" Line Valve Assembly, ANSI	6	Ea.	\$1,000.00	\$6,000.00	\$400.00	\$2,400.00				
	Class 300, 740# W.P. (Line										
	Valve Provided By Owner)										
5.	6" Directional Bore (Raccoon	655	L.F.	\$75.00	\$49,125.00	\$98.00	\$64,190.00				
	Creek) (Sta. 67+65 to Sta. 74+20)										
	(Soil Bore) (Bore Only)										
6.	6" Directional Bore (Richland	275	L.F.	\$75.00	\$20,625.00	\$98.00	\$26,950.00				
	Creek) (Sta. 126+00 to Sta.										
	128+75) (Soil Bore) (Bore Only)										
7.	6" Directional Bore (Old Alabama	340	L.F.	\$75.00	\$25,500.00	\$98.00	\$33,320.00			┦────┤	
	Road) (Sta. 136+10 to Sta.									┦────┤	
	138+68) (Soil Bore) (Bore Only)									┦────┤	
8.	6" Bore (Bore Only)	770	L.F.	\$50.00	\$38,500.00	\$98.00	\$75,460.00			┦────┤	
9.	Cathodic Protection Test Station	17	Ea.	\$200.00	\$3,400.00	\$150.00	\$2,550.00			┦────┤	
10.	Magnesium Anode Installation	6	Ea.	\$500.00	\$3,000.00	\$250.00	\$1,500.00				



PAGE 2 OF 6

						1	2		3		
					Contractor:	ElectriCom,					onnections, LLC
						Paoli, Indian	a	Midway, Flo	rida	Conyers, Georgia	
				Estimate :	\$1,134,159.50	TOTAL BID:	\$1,229,746.92	TOTAL BID:	\$1,603,510.00	TOTAL BID:	\$2,093,510.98
ITEM		EST.		UNIT		UNIT		UNIT		UNIT	
NO.	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
11.	Asphalt Pavement Removed	260	S.Y.	\$50.00	\$13,000.00	\$65.00	\$16,900.00	\$30.00	\$7,800.00	\$131.77	\$34,260.20
	and Replaced w/Gravel										
	Valve Marker	6	Ea.	\$250.00	\$1,500.00	\$25.00	\$150.00	\$125.00	\$750.00	\$99.99	\$599.94
	Connection to Existing 6" Steel	2	Ea.	\$1,500.00	\$3,000.00	\$5,152.00	\$10,304.00	\$6,000.00	\$12,000.00	\$28,623.34	\$57,246.68
14.	Construction Exit	1	Ea.	\$750.00	\$750.00	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$5,047.13	\$5,047.13
15.	Temporary Silt Fence	21,980	L.F.	\$1.50	\$32,970.00	\$1.38	\$30,332.40	\$4.00	\$87,920.00	\$1.96	\$43,080.80
	(Non-Sensitive)										
16.	Temporary Silt Fence (Sensitive)	360	L.F.	\$2.50	\$900.00	\$2.81	\$1,011.60	\$12.00	\$4,320.00	\$4.21	\$1,515.60
17.	Tree Save Fencing	700	L.F.	\$2.50	\$1,750.00	\$1.56	\$1,092.00	\$16.00	\$11,200.00	\$2.10	\$1,470.00
18.	Temporary Stabilization	32,550	S.Y.	\$0.50	\$16,275.00	\$0.20	\$6,510.00	\$0.30	\$9,765.00	\$0.27	\$8,788.50
	(Mulching)										
19.	Temporary Grassing	32,550		\$0.75	\$24,412.50	\$0.25	\$8,137.50	\$0.30	\$9,765.00	\$0.34	\$11,067.00
	Permanent Grassing	32,550		\$0.75	\$24,412.50	\$0.37	\$12,043.50	\$0.30	\$9,765.00	\$0.67	\$21,808.50
	Erosion Control/Storm Water	1	L.S.	\$5,000.00	\$5,000.00	\$8,928.00	\$8,928.00	\$10,000.00	\$10,000.00	\$16,262.95	\$16,262.95
	Monitoring, Inspection and										
	Reporting										
	Removal of Temporary Silt and	1	L.S.	\$7,500.00	\$7,500.00	\$17,187.50	\$17,187.50	\$5,000.00	\$5,000.00	\$24,998.70	\$24,998.70
	Erosion Control Devices										
23.	Solid Rock Excavation	290	C.Y.	\$170.00	\$49,300.00	\$185.00	\$53,650.00	\$210.00	\$60,900.00	\$193.49	\$56,112.10
<b></b>											
	BID PROPOSAL			Total:	\$1,007,159.50	Total:	\$1,048,136.92	Total:	\$1,273,310.00	Total:	\$1,934,760.98



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	4										
	Contractor: Pride Utility Construction Co.										
	Gainesville, Georgia										
				Estimate :	\$1,134,159.50	<b>50</b> TOTAL BID: <b>\$2,135,843.90</b>		TOTAL BID:		TOTAL BID:	
ITEM		EST.		UNIT		UNIT		UNIT		UNIT	
NO.	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
11.	Asphalt Pavement Removed	260	S.Y.	\$50.00	\$13,000.00	\$63.00	\$16,380.00				
	and Replaced w/Gravel										
12.	Valve Marker	6	Ea.	\$250.00	\$1,500.00	\$250.00	\$1,500.00				
13.	Connection to Existing 6" Steel	2	Ea.	\$1,500.00	\$3,000.00	\$13,000.00	\$26,000.00				
14.	Construction Exit	1	Ea.	\$750.00	\$750.00	\$3,500.00	\$3,500.00				
15.	Temporary Silt Fence	21,980	L.F.	\$1.50	\$32,970.00	\$2.63	\$57,807.40				
	(Non-Sensitive)										
16.	Temporary Silt Fence (Sensitive)	360	L.F.	\$2.50	\$900.00	\$4.35	\$1,566.00				
17.	Tree Save Fencing	700	L.F.	\$2.50	\$1,750.00	\$1.50	\$1,050.00				
18.	Temporary Stabilization	32,550	S.Y.	\$0.50	\$16,275.00	\$0.27	\$8,788.50				
	(Mulching)										
19.	Temporary Grassing	32,550	S.Y.	\$0.75	\$24,412.50	\$0.33	\$10,741.50				
20.	Permanent Grassing	32,550	S.Y.	\$0.75	\$24,412.50	\$0.41	\$13,345.50				
21.	Erosion Control/Storm Water	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00				
	Monitoring, Inspection and										
	Reporting										
22.	Removal of Temporary Silt and	1	L.S.	\$7,500.00	\$7,500.00	\$25,920.00	\$25,920.00				
	Erosion Control Devices										
23.	Solid Rock Excavation	290	C.Y.	\$170.00	\$49,300.00	\$275.00	\$79,750.00				
	BID PROPOSAL			Total:	\$1,007,159.50	Total:	\$1,932,643.90	Total:		Total:	



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						1			2	3		
					Contractor:	ElectriCom, LLC		Equix Energ	y Services, LLC	C Southeast Connections, LLC		
						Paoli, Indiar	a	Midway, Flo	Midway, Florida		orgia	
				Estimate :	\$1,134,159.50	TOTAL BID	\$1,229,746.92	TOTAL BID:	\$1,603,510.00	TOTAL BID:	\$2,093,510.98	
ITEM		EST.		UNIT		UNIT		UNIT		UNIT		
NO.	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	
Additi	onal price bid for Item Nos. 5, 6 & 7	if solid	rock									
is enc	ountered during boring operation. F	Price bid	shall									
be the	e total price bid for solid rock bore le	ess price	bid									
for so	il bore.											
1.	6" Solid Rock Directional Bore	1,270	L.F.	\$100.00	\$127,000.00	\$143.00	\$181,610.00	\$260.00	\$330,200.00	\$125.00	\$158,750.00	
	(Bore Only) (Price Differential											
	from Soil Bore) (Adder)											
	TOTAL ROCK BORE BID	PROP	OSAL	Total:	\$127,000.00	Total:	\$181,610.00	Total:	\$330,200.00	Total:	\$158,750.00	
	TOTAL BID PROPOSAL W	ROCK	BORE	Total:	\$1,134,159.50	Total:	\$1,229,746.92	Total:	\$1,603,510.00	Total:	\$2,093,510.98	



	4										
	Contractor: Pride Utility Construction Co.										
	Gainesville, Georgia										
				Estimate :	\$1,134,159.50	TOTAL BID:	\$2,135,843.90	TOTAL BID:		TOTAL BID:	
ITEM		EST.		UNIT		UNIT		UNIT		UNIT	
NO.	DESCRIPTION	QTY.		PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
	onal price bid for Item Nos. 5, 6 & 7										
	ountered during boring operation. P										
	total price bid for solid rock bore le	ess price	bid								
for soi											
1.	6" Solid Rock Directional Bore	1,270	L.F.	\$100.00	\$127,000.00	\$160.00	\$203,200.00				
	(Bore Only) (Price Differential										
	from Soil Bore) (Adder)										
	TOTAL ROCK BORE BID	PROP	DSAL	Total:	\$127,000.00	Total:	\$203,200.00	Total:		Total:	
	TOTAL BID PROPOSAL W			Total:	¢1 124 150 50	Total	¢2 125 842 00	Total		Total:	
	I OTAL BID FROFUSAL W		JUKE	TOTAL.	\$1,134,159.50		\$2,135,843.90	i olal.		i olai.	
l											





#### City Council Meeting 5/7/2020 7:00:00 PM D&C Fire Hydrant Restock

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
	The Distribution & Collection Office (D&C) restocks on roughly an annual basis the most common fire hydrants in our system. This is done to get volume discounts rather than purchasing hydrants one or two at a time throughout the year.
	Quotes were requested for ten (10) hydrants from the following vendors:
Department Summary Recomendation:	· Fortiline Waterworks \$11,745.00
	· Core & Main \$12,456.00
	· Ferguson Waterworks \$14,770.62
	I recommend approval of the Fortiline Waterworks quote in the amount of \$11,745.00.
City Manager's Remarks:	Your approval of the fire hydrants from Fortiline Waterworks for \$11,745 is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid from account 505.6620.54.2012 Fire Hydrants.
Legal:	
Associated Information:	

## QUOTE



\*\*Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. \*\*

-	MER NO		QUOTING BRANCH		QUOTE		QUOTE DATE	PAGE
21	4325		LINE CARTERSVILLE		595768	I	4/29/20	1
I P	O BOX	SVILLE 1390	USTOMER WATER DEPARTMENT , GA 30120	FI	P RE HYDR <i>i</i>		INFORMATION	
LINE	QTY	UOM	DESCRIPTION		UNIT P	RICE	TOTAL PF	
10	9	EA	5-1/4VO HYD 3'6" 6MJ O/L L/ACC-YELLOW	ATE APPROV	1,30	RICE 5.0000		
All PV	VC and HDP	E material is	L STOCK DELIVERIES ARE SUBJ s quoted for shipment within 7 days of quote/bid and HDPE or 30 days for all other material AL	date. All other	material is quot	x: 1: HARGES ted for shipme	11,	745.00 .00 745.00



#### Bid Proposal for CARTERSVILLE HYD

CARTERSVILLE, CITY OF				
Bid Date: 04/28/2020				
Core & Main 1323148				

Core & Main 2111 Moon Station Dr Kennesaw, GA 30144 Phone: 770-423-0583 Fax: 770-425-8897

_	_						
Seq#	Qty	Description	Units	Price	Ext Price		
10	9	M&H 5 1/4 3'6 YELLOW HYD	EA	1,384.00	12,456.00		
				Sub Total	12,456.00		
				Тах	0.00		
				Total	12,4 <del>56</del> .00		
Branch T	orme:				#		
n an cri i	crins.				E		
		VISE SPECIFIED HEREIN, PRICES QUOTED ARE V					
		MANUFACTURE WITHIN THIRTY (30) CALENDA					
		RIGHT TO INCREASE PRICES UPON THIRTY (30) ( ), GOVERNMENT REGULATIONS, TARIFFS, TRAN					
		SED UPON MANUFACTURER LEAD TIMES. ANY					

TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/



FEL-MARIETTA WATERWORKS #407 910-A COBB PARKWAY NE MARIETTA, GA 30062-2410 Deliver To: From: Kenneth Beckom Comments:

Page 1 of 1

tem # 10

			_
R 23 2020			
	FEL-GEORGIA WATERWORKS	; #554	1
	Price Quotation		
	Phone: 770-499-2030		
	Fax: 770-499-2093		
B487458	Cust Pho	one:	770-387-5657
04/23/20	Terms:		NET 10TH PROX
KWB			
P O BOX 1390	LE		CITY OF CARTERSVILLE ATTN ACCOUNTS PAYABLE P O BOX 1390 CARTERSVILLE, GA 30120
	Fi R 23 2020 B487458 04/23/20 KWB CITY OF CARTERSVILLE ATTN ACCOUNTS PAYABI P O BOX 1390	FEL-GEORGIA WATERWORKS      Price Quotation      Phone: 770-499-2030      Fax: 770-499-2093      B487458      Cust Ph:      04/23/20      KWB      CITY OF CARTERSVILLE      ATTN ACCOUNTS PAYABLE	Fax: 770-499-2093      FEL-GEORGIA WATERWORKS #554      Price Quotation      Phone: 770-499-2030      Fax: 770-499-2093      B487458      Cust Phone:      04/23/20    Terms:      KWB    CITY OF CARTERSVILLE      CITY OF CARTERSVILLE    Ship To:      ATTN ACCOUNTS PAYABLE    P O BOX 1390

Cust PO#:

Job Name: HYDRANTS

item	Description	Quantity	Net Price	UM	Total	
AFCB62BLAOLN	5-1/4 VO B62B HYD 3'6 BURY OL L/A * MUST BE SAFETY YELLOW *	9	1641.180	EA	14770.62	
	SUBTOTAL				14770.62	
		N	et Total:		\$14770.62	
			Tax:		\$0.00	
			Freight:		\$0.00	
			Total:		\$14770.62	

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids: https://survey.medallia.com/?bidsorder&fc=407&on=26356



#### City Council Meeting 5/7/2020 7:00:00 PM WPCP Grit Chamber #2 Repair

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
	The grit chamber removes fine particles that are heavier than water upon entry to the plant. Also, the material consists primarily of sand and stone less than 0.5-inches in diameter, syringe needles, bottle tops and various small metals. This equipment runs in the most severe duty environment in the plant.
Department Summary Recomendation:	Several weeks ago, the Number 2 Grit Chamber stopped working. The chamber consists of buckets which dredge the grit material out of the bottom and convey it to a dumpster above the chamber. Two shafts which drive the chain bent causing misalignment of the chain. The misalignment bent the chain and damaged the bearings on the drive shafts beyond repair.
	I am asking approval to purchase, via sole source, the needed parts to repair this equipment from WSE Solutions in the amount of \$29,209.00.
City Manager's Remarks:	Your approval of the sole purchase of the needed parts and repair for the WPCP Grit Chamber is recommended.
Financial/Budget Certification:	This is a budgeted item and will be paid with funds from account 505.3330.52.2361 WPCP Maintenance.
Legal:	
Associated Information:	



160 Commerce Drive, Suite 100 Montgomeryville, PA 18936 Phone: 267-638-3000 Fax: 267-638-3081 Toll Free Phone: 1-866-353-7084 Web: wsgandsolutions.com

April 23, 2020

City of Cartersville 102 Walnut Grove Road Cartersville, GA 30120

Attn.: Mr. Bart Sears

Subject:	Cartersville, Georgia
	Replacement components for a
	Chain and Bucket Grit Collector
	WSG & Solutions, Inc. Proposal No. A17492-REV1-CP

C. Schramek S. Wilcher R. Hall File-WSG-A17492-REV1-CP

cc:

WSG & Solutions, Inc. is pleased to offer this proposal on the above project.

Should additional information be required, please do not hesitate to contact or telephone me directly at 267-638-3022.

- Please Note: A "Signed Purchase Order along with mutually agreed upon Terms and Conditions" must be in our possession before manufacturing of equipment begins. All purchase orders are to be addressed to WSG & Solutions, Inc.
  - If delivery is critical, we propose an "As-Sold Proposal", this proposal should be signed by an authorized individual as the basis of our Contract and attached to the Purchase Order.

Thank you for the opportunity of quoting on your requirements. We trust our Proposal will receive your favorable consideration.

Very truly yours,

Michael Ricketson

Michael Ricketson Senior Sales Associate WSG & Solutions, Inc.

Accepted by:

Accepted by.	
Purchaser Name:	WSG & Solutions, Inc.
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



#### SCOPE OF SUPPLY

As the original equipment supplier, WSG & Solutions, Inc. proposes to supply the following replacement components for a Chain and Bucket Grit Collector originally supplied under our Envirex Contract # 12879 (circa 1993).

ITEM	QUAN	PART NUMBER	PRICE (TOTAL)	
1	1 LOT	12879-107	CHAIN 720S (2) STRANDS 132'-0" LG PER DWG	\$14,913.00
2	1	A17492-100-2	ITEM OF WALL BEARINGS FOR INFLUENT AND EFFLUENT SHAFTS	\$13,600.00
3	1	A17492-100-3	ITEM OF SET COLLARS	\$696.00
			TOTAL PRICE =	\$29,209.00

Our price includes only the specific items detailed in this proposal.



#### PAYMENT AND PRICE TERMS:

#### The prices quoted do not include taxes of any kind. Freight is included.

This proposal and these prices are valid for a period of thirty (30) days.

### 100% due upon Shipment payable net 30 days from the date of shipment for the value of material as shipped (or as ready for shipment, if shipment is delayed by you).

In the event any amount becomes past due, a service fee of 1-1/2% of the unpaid balance will be due each month until paid. WSG & Solutions, Inc. reserves the right to ship, invoice and collect for partial shipments.

#### FREIGHT:

Price is FOB Shipping Point with least expensive freight allowed to the jobsite. Our price does not include any costs for unloading, transporting on the site or storage.

#### CONDITIONS OF SALE:

WSG & Solutions, Inc. Standard Terms of Sale are attached and shall become part of any contract resulting from this proposal.

#### **SHIPMENT INFORMATION:**

## \* Shipment will be approximately 8 - 10 weeks ARO and signed final contract. Please be advised that our delivery dates and our supply chain may be affected by the current COVID-19 virus situation across the country.

Our equipment is priced to ship in accordance with the above quoted timing which is subject to availability of fabrication resources. Actual timing will be confirmed and acknowledged upon receipt of a purchase order and final contract agreement. Shipments delayed by the Purchaser will be subject to an assessment at the rate of 1.5% per month of the value of the contract

#### FIELD SERVICES:

Field Service technician consultation may be purchased at the per diem rate of \$1,400.00 per eight (8) hour day, Monday through Friday inclusive. Travel time will be charged to and from Purchaser's construction site. **Traveling, living and incidental expenses will be charged at cost** including shipping charges on tools and other equipment, which the field service representative has shipped to the construction site. Overtime and Saturday work is charged at time and one-half. Sunday will be charged double time; time worked on US Holidays will be charged triple time.



#### STANDARD TERMS OF SALE

- 1. <u>Applicable Terms</u>. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. <u>Payment</u>. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Partial shipments and invoices will be allowed unless otherwise agreed by the parties. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit insurance approval. These terms are completely independent from, and in no way contingent upon, when you receive payment, from the Owner and/or prime contractor.
- 3. <u>Delivery</u>. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Shipping Point.
- 4. <u>Ownership of Materials</u>. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 5. <u>Changes</u>. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall 6. materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within twelve (12) months from shipment (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover wear and tear of the components once put into operation, damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 11 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 7. <u>Indemnity</u>. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 8. <u>Force Majeure</u>. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or

Page 4

WSG & Solutions, Inc. Proposal No. A17492-REV1-CP

Date: 4/23/2020



costs are for the account of the Buyer.

disturbance, fire, accident, war or civil disturbance, pandemic, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

- 9. <u>Cancellation.</u> If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. In the event Buyer wishes to return material for credit - A return material authorization (R. M. A.) must be issued from the Seller before any return. Equipment to be returned must be in new condition, suitable for restocking and resale. Non stock items are not returnable. Items invoiced over 12 months prior are not returnable. Restocking fee of 25% of item value applies. Return freight and associated
- 10. <u>Assignment.</u> Seller may assign, transfer or subcontract any Order or any right or any obligation hereunder without Buyer's prior written consent. Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the agreement and/or assign proceeds of the agreement without Buyer's consent.
- 11. <u>LIMITATION OF LIABILITY</u>. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 12. <u>Miscellaneous</u>. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions.
- 13. <u>RESERVATION CLAUSE</u> (<u>International ONLY-including Canada and Mexico</u>). Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the (Work/Equipment/Services) provided under the contract, including any export license requirements. Buyer agrees that such (Work/Equipment/Services) shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all time.

BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. <u>Escalation Clause</u>. Seller has no control over the metals markets and the fluctuations of base metals cost and surcharges imposed on shipments of steel. The prices in the proposal are therefore subject to adjustment reflecting changes in the CRU Steel Price Index Forecast published by CRU International at <u>www.cruspifutures.com</u> for the base material costs, and the Allegheny Ludlum surcharge calculator/surcharge history data published monthly and is available at <u>www.alleghenyludlum.com/ludlum/pages/SurchargeCalculator/SurchargeHistory.asp</u>. Changes made by the Buyer to the quoted schedule will be subject to escalation as provided herein. If the index and surcharge data values at the proposal validity date, Seller has the right to change the price for the material portion of the contract and it may be increased in accordance with the changes in the index and surcharge data



values. Price changes will be the difference between the actual material purchase costs as indicated by the CRU steel price index and surcharge calculator data at the date of purchase and the material costs in effect as indicated by the CRU steel price index and surcharge calculator data as of the date of the proposal. It is understood and agreed that it shall be Seller's option as to whether or not to invoke escalation. All invoices for escalation will include supporting documentation as required.



#### City Council Meeting 5/7/2020 7:00:00 PM February 2020 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recomendation:	Attached are the financial reports for February 2020.
City Manager's Remarks:	Tom R. will be available to answer any questions you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

		MOI As c	MONTHLY SUMMARY As of February 29, 2020	1ARY 2020	
	FY 2018-19 MONTH OF February-19	FY 2019-20 MONTH OF February-20	FY 2018-19 Year to Date <u>February-19</u>	FY 2019-20 Year to Date February-20	100.00% OF BUDGET (Year to Date)
GENERAL FUND excluding SPLOST, DDA &	\$1,373,826	x Revenue & Expenditu \$2,454,168	\$17,692,822	\$21,914,810	82.22%
EXPENDITURE	\$2,033,060	\$2,113,845	\$16,142,413	\$18,125,361	68.00%
Gen. Fund Net Profit (Loss)	(\$659,234)	\$340,323	\$1,550,409	\$3,789,449	
WATER & SEWER					
REVENUE	\$1,776,070	\$1,799,047	\$15,301,747	\$15,964,271	35.22%
EXPENDITURE	\$1,216,477	\$2,070,911	\$12,633,321	\$21,326,246	47.05%
Wtr. & Swr. Fund Net Profit (Loss)	\$559,593	(\$271,864)	\$2,668,426	(\$5,361,975)	
GAS					
REVENUE	\$3,664,959	\$3,424,064	\$18,396,629	\$16,369,010	56.74%
EXPENDITURES	\$2,982,002	\$1,599,251	\$21,691,764	\$13,624,451	47.23%
Gas Fund Net Profit (Loss)	\$682,957	\$1,824,813	(\$3,295,135)	\$2,744,559	
ELECTRIC					
REVENUE	\$3,766,017	\$3,675,791	\$33,219,116	\$33,126,500	70.29%
EXPENDITURES	\$3,864,124	\$3,767,347	\$31,074,832	\$30,538,218	64.80%
Electric Fund Net Profit (Loss)	(\$98,107)	(\$91,556)	\$2,144,284	\$2,588,282	
STORMWATER					
REVENUE	\$125,875	\$130,408	\$1,004,045	\$1,103,540	72.18%
EXPENDITURE	\$113,385	\$122,050	\$1,194,348	L-	00.4U%
Stormwater Fund Net Profit (Loss)	\$12,490	\$8,358	(\$190,303)	\$88,411	
REVENUE	\$206,978	\$235,650	\$1,692,996	\$2,225,429	74.73%
EXPENDITURE	\$228,499	\$185,027	\$1,817,557	\$2,037,575	68.42%
Solid Waste Fund Net Profit (Loss)	(\$21,521)	\$50,623	(\$124,561)	\$187,854	
FIBER OPTICS					
REVENUE	\$179,732	\$191,211	\$1,490,386	\$1,566,192	70.61%
EXPENDITURE	\$131,385	\$175,708	\$1,548,740	\$1,222,935	55.13%
Fiber Fund Net Profit (Loss)	\$48,347	\$15,503	(\$58,354)	\$343,257	

Item # 12

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General Fund	Description Total Revenues GO Bond Proceeds from School Property Taxes-City Portion Only Local Option Sales Tax (LOST) Other Taxes Building Permit & Inspection Fees Fines and Forfeitures Operating Transfers In-City Utilities Other Revenues	2/29/2020 \$21,914,811 \$0 \$3,856,325 \$2,878,240 \$6,487,789 \$273,440 \$195,602 \$1,994,075 \$6,229,340	FY 2020 Budget \$26,653,300 \$0 \$3,684,815 \$4,493,260 \$9,106,915 \$350,000 \$541,845 \$3,010,955 \$5,465,510	% of Monthly Totals to Budget 82.22% #DIV/0! 104.65% 64.06% 71.24% 78.13% 36.10% 66.23% 113.98%
	Total Expenditures	\$18,125,362	\$26,653,300	68.00%
	Personnel Expenses	\$12,547,078	\$18,094,310	69.34%
	Operating Expenses	\$4,996,417	\$7,824,290	63.86%
	Capital Expenses	\$240,092	\$279,000	86.05%
	GO Bond Proceeds from School		\$0	#DIV/0!
	Debt Pymt - JDA/CBA	<b>*</b> • • • <b></b>	\$0	#DIV/0!
	Library Appropriations	\$341,775	\$455,700	75.00%
Water & Sewer Fund	Total Revenues	\$15,964,271	<sup>**</sup> \$45,330,345	35.22%
	Water Sales	\$9,355,378	\$11,825,000	79.12%
	Sewer Sales	\$5,056,378	\$6,480,000	78.03%
	Bond Proceeds		\$25,600,000	0.00%
	Use of Reserves		\$844,845	0.00%
	Prior Year Capacity Fees		\$0	#DIV/0!
	Other Revenues	\$1,552,515	\$580,500	267.44%
	Total Expenditures	\$21,326,245	\$45,330,345	47.05%
	Personnel Expenses	\$2,634,549	\$4,143,850	63.58%
	Operating Expenses	\$2,370,211	\$4,619,210	51.31%
	Capital Expenses	\$12,283,216	\$30,870,000	39.79%
	Transfer To General Fund	\$1,415,514	\$2,077,820	68.12%
	Debt Payments	\$2,622,755	\$3,619,465	72.46%
Gas Fund	Total Revenues	\$16,369,010	\$28,847,030	56.74%
	Gas Sales	\$14,013,938	\$23,174,055	60.47%
	Gas Commodity Charge	\$989,695	\$2,017,920	49.05%
	Bond Proceeds	\$0	_\$0	#DIV/0!
	Proceeds from Capital Leases	\$92,285	\$0	#DIV/0!
	Other Revenues	\$1,273,092	\$976,810	130.33%
	Use of Reserves	\$0	\$2,678,245	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
		\$40.004.454	¢00.047.000	47.000/
	Total Expenses	\$13,624,451	\$28,847,030	<b>47.23%</b>
	Personnel Expenses	\$1,517,556	\$2,265,130	67.00%
	Operating Expenses	\$880,373	\$1,747,450	50.38%
	Purchase of Natural Gas	\$8,418,812	\$16,892,575	49.84%
	Transfer to General Fund	\$2,047,216	\$3,070,825	66.67%
	Debt Service	\$388,255	\$778,365	49.88%
	Capital Expenses	\$372,239	\$4,092,685	9.10%

% of Monthly

				Totals to
	Description	2/29/2020	FY 2020 Budget	Budget
Electric Fund	Total Revenues	\$33,126,500	\$47,128,390	70.29%
	Electric Sales	\$32,098,723	\$45,760,995	70.14%
	Other Revenues	\$1,027,777	\$1,367,395	75.16%
	Total Expenses	\$30,538,218	\$47,128,390	64.80%
	Personnel Expenses	\$1,724,236	\$2,557,110	67.43%
	Operating Expenses	\$963,577	\$1,629,795	59.12%
	Purchase of Electrcity	\$25,663,928	\$38,970,235	65.86%
	Capital Expenses	\$399,383	\$1,265,410	31.56%
	Transfer to General Fund	\$1,787,094	\$2,705,840	66.05%
Stormwater Fund	Total Revenues	\$1,103,540	\$1,528,800	72.18%
	Stormwater Revenues	\$1,005,351	\$1,482,800	67.80%
	Mitigation Grant Revenue	\$0	<u>,</u> \$0	#DIV/0!
	Other Revenues	\$23,625	\$10,000	236.25%
	Proceeds from Capital Leases	\$74,564	\$36,000	207.12%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,015,129	\$1,528,800	66.40%
	Personnel Expenses	\$522,158	\$794,345	65.73%
	Operating Expenses	\$401,230	\$618,920	64.83%
	Capital Expenses	\$91,741	\$115,535	79.41%
Solid Waste Fund	Total Revenues	\$2,225,429	\$2,978,000	74.73%
	Refuse Collections Revenues	\$1,888,665	\$2,774,000	68.08%
	Other Revenues	\$149,743	\$49,000	305.60%
	Proceeds From Capital Leases	\$187,021	\$155,000	120.66%
	Total Expenses	\$2,037,576	\$2,978,000	68.42%
	Personnel Expenses	\$888,536	\$1,298,360	68.44%
	Operating Expenses	\$1,000,889	\$1,524,640	65.65%
	Capital Expenses	\$148,151	\$155,000	95.58%
Fiber Optics Fund	Total Revenues	\$1,566,192	\$2,218,200	70.61%
	Fiber Optics Revenues	\$1,374,687		68.60%
	GIS Revenues	\$75,250	\$113,200	66.48%
	Proceeds from Capital Leases	\$26,268		#DIV/0!
	Other Revenues	\$89,987	\$101,000	89.10%
	Total Expenses	\$1,222,935	\$2,218,200	55.13%
	Personnel Expenses	\$460,721	\$714,740	64.46%
	Operating Expenses	\$599,030		67.75%
	MEAG Telecom Statewide Pymt	\$0		0.00%
	Debt Payment	\$4,827		0.00%
	Capital Expenses	\$158,357		26.22%

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Total Unrestricted Cash Balance Total Restricted Cash Balance	Cash Position	Cash Position Total Unrestricted Cash Balance Total Restricted Cash Balance
		6/30/19 \$40,251,710.03 \$181,915,991.66
\$36,616,221.50 \$186,017,679.78	1/31/20	7/31/19 \$38,456,775.96 \$182,603,781.75
\$36,616,221.50    \$38,379,293.08 \$186,017,679.78   \$183,444,627.96	2/28/20	6/30/19 7/31/19 8/31/19 9/30/19 \$40,251,710.03 \$38,456,775.96 \$38,418,828.41 \$36,834,019.31 \$181,915,991.66 \$182,603,781.75 \$182,259,321.76 \$183,491,168.79
	3/31/20	9/30/19 \$36,834,019.31 \$183,491,168.79
	4/30/20	10/31/19 \$35,720,053.48 \$184,019,838.49
	5/31/20	11/30/19 \$36,316,216.85 \$185,424,490.82 \$185,911,548.24
	6/30/20	12/31/19 \$38,579,091.94 \$185,911,548.24

Highlights for the Month of February 2020: Unrestricted cash increased due to increases in the General, Gas, Electric, Solid Waste, and Garage funds, and were offset by decreases in the Water, Stormwater, Fiber, and Insurance funds.

Restricted cash decreased due to decreased cash in the Hotel Motel, SPLOST 2014, Federal DEA, BID, and Pension funds. The following funds had increases in cash: Motor Vehicle, Debt Service, GO Parks & Rec Bond, and SPLOST 2003 Fund.

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#### City Council Meeting 5/7/2020 7:00:00 PM March 2020 Financial Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recomendation:	Attached are the financial reports for March 2020.
City Manager's Remarks:	Tom R. will be available to answer any questions you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

		MOT	MONTHLY SUMMARY As of March 31, 2020	1ARY 020	
	FY 2018-19 MONTH OF <u>March-19</u>	FY 2019-20 MONTH OF March-20	FY 2018-19 Year to Date <u>March-19</u>	FY 2019-20 Year to Date <u>March-20</u>	100.00% OF BUDGET (Year to Date)
GENERAL FUND excluding SPLOST, DDA & School System Propert REVENUE \$2,040,669	\$2,040,669	xx Revenue & Expenditure: \$1,589,381	\$19,733,491	\$23,503,838	88.18%
EXPENDITURE	\$2,567,090	\$1,838,588	\$18,709,503	\$19,964,161	74.90%
Gen. Fund Net Profit (Loss)	(\$526,421)	(\$249,207)	\$1,023,988	\$3,539,677	
WATER & SEWER					
REVENUE	\$1,706,131	\$1,669,322	\$17,007,879	\$17,744,967	39.15%
EXPENDITURE	\$1,241,735	\$1,849,365	\$13,875,056	\$23,184,919	51.15%
Wtr. & Swr. Fund Net Profit (Loss)	\$464,396	(\$180,043)	\$3,132,823	(\$5,439,952)	
GAS					
REVENUE	\$2,711,167	\$2,462,461	\$21,107,796		65.28%
EXPENDITURES	\$2,164,775	\$1,470,110	\$23,856,539	\$15,100,240	52.35%
Gas Fund Net Profit (Loss)	\$546,392	\$992,351	(\$2,748,743)	\$3,731,822	
ELECTRIC					
REVENUE	\$3,506,262	\$3,534,330	\$36,725,378	\$36,660,830	77.79%
EXPENDITURES	\$4,180,059	\$3,726,561	\$35,254,891	\$34,264,779	72.71%
Electric Fund Net Profit (Loss)	(\$673,797)	(\$192,231)	\$1,470,487	\$2,396,051	
STORMWATER					
REVENUE	\$125,989	\$127,339	\$1,130,034	\$1,230,879	80.51%
EAFENDITURE		\$30,270	(¢100 072)	¢100 017	
SOLID WASTE	(100,00)	ψ <del>ω</del> υ <sub>γ</sub> υτγ	(~100,000)	1 - 16 10 - 4	
REVENUE	\$207,940	\$250,539	\$1,900,936	\$2,475,968	83.14%
EXPENDITURE	\$309,641	\$198,659	\$2,127,198	\$2,264,433	76.04%
Solid Waste Fund Net Profit (Loss)	(\$101,701)	\$51,880	(\$226,262)	\$211,535	
FIBER OPTICS					
REVENUE	\$189,719	\$199,693	\$1,680,105	\$1,765,885	79.61%
EXPENDITURE	\$154,399	\$158,900	\$1,703,139	\$1,383,096	62.35%
Fiber Fund Net Profit (Loss)	\$35,320	\$40,793	(\$23,034)	\$382,789	

% of Monthly

				Totals to
	Description	3/31/2020	FY 2020 Budget	Budget
General Fund	Total Revenues	\$0	\$26,653,300	0.00%
ocherar r und	GO Bond Proceeds from School	\$0 \$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	ψυ	\$3,684,815	0.00%
	Local Option Sales Tax (LOST)		\$4,493,260	0.00%
	Other Taxes		\$9,106,915	0.00%
	Building Permit & Inspection Fees		\$350,000	0.00%
	Fines and Forfeitures		\$541,845	0.00%
	Operating Transfers In-City Utilities		\$3,010,955	0.00%
	Other Revenues		\$5,465,510	0.00%
	Other Revendes		ψ0,+00,010	0.0070
	Total Expenditures	\$18,125,362	\$26,653,300	68.00%
	Personnel Expenses	\$12,547,078	\$18,094,310	69.34%
	Operating Expenses	\$4,996,417	\$7,824,290	63.86%
	Capital Expenses	\$240,092	\$279,000	86.05%
	GO Bond Proceeds from School	42 10,002	\$0	#DIV/0!
	Debt Pymt - JDA/CBA		\$0	#DIV/0!
	Library Appropriations	\$341,775	\$455,700	75.00%
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Water & Sewer Fund	Total Revenues	\$17,744,967	\$45,330,345	39.15%
	Water Sales	\$10,353,538	\$11,825,000	87.56%
	Sewer Sales	\$5,656,538	\$6,480,000	87.29%
	Bond Proceeds	. , ,	\$25,600,000	0.00%
	Use of Reserves		\$844,845	0.00%
	Prior Year Capacity Fees		\$0	#DIV/0!
	Other Revenues	\$1,734,891	\$580,500	298.86%
	Total Expenditures	\$23,184,918	\$45,330,345	51.15%
	Personnel Expenses	\$2,921,857	\$4,143,850	70.51%
	Operating Expenses	\$2,649,635	\$4,619,210	57.36%
	Capital Expenses	\$13,147,282	\$30,870,000	42.59%
	Transfer To General Fund	\$1,581,091	\$2,077,820	76.09%
	Debt Payments	\$2,885,053	\$3,619,465	79.71%
Gas Fund	Total Revenues	\$18,832,062	\$28,847,030	65.28%
	Gas Sales	\$16,268,848	\$23,174,055	70.20%
	Gas Commodity Charge	\$1,127,244	\$2,017,920	55.86%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$92,285	\$0	#DIV/0!
	Other Revenues	\$1,343,685	\$976,810	137.56%
	Use of Reserves	\$0	\$2,678,245	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$15,100,240	\$28,847,030	52.35%
	Personnel Expenses	\$1,688,592	\$2,265,130	74.55%
	Operating Expenses	\$975,770	\$1,747,450	55.84%
	Purchase of Natural Gas	\$9,338,746	\$16,892,575	55.28%
	Transfer to General Fund	\$2,303,118	\$3,070,825	75.00%
	Debt Service	\$388,255	\$778,365	49.88%
	Capital Expenses	\$405,759	\$4,092,685	9.91%

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% of Monthly

				Totals to
	Description	3/31/2020	FY 2020 Budget	Budget
Electric Fund	Total Revenues	\$36,660,830	\$47,128,390	77.79%
Electricitand	Electric Sales	\$35,537,052	\$45,760,995	77.66%
	Other Revenues	\$1,123,778	\$1,367,395	82.18%
	Other Revendes	ψ1,120,110	ψ1,007,000	02.1070
	Total Expenses	\$34,264,779	\$47,128,390	72.71%
	Personnel Expenses	\$1,914,003	\$2,557,110	74.85%
	Operating Expenses	\$1,067,848	\$1,629,795	65.52%
	Purchase of Electrcity	\$28,804,253	\$38,970,235	73.91%
	Capital Expenses	\$468,194	\$1,265,410	37.00%
	Transfer to General Fund	\$2,010,481	\$2,705,840	74.30%
Stormwater Fund	Total Revenues	\$1,230,879	\$1,528,800	80.51%
	Stormwater Revenues	\$1,131,588	\$1,482,800	76.31%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
8	Other Revenues	\$24,727	\$10,000	247.27%
	Proceeds from Capital Leases	\$74,564	\$36,000	207.12%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,120,962	\$1,528,800	73.32%
	Personnel Expenses	\$580,609	\$794,345	73.09%
	Operating Expenses	\$448,612	\$618,920	72.48%
	Capital Expenses	\$91,741	\$115,535	79.41%
Solid Waste Fund	Total Revenues	\$2,475,968	\$2,978,000	83.14%
	Refuse Collections Revenues	\$2,135,533	\$2,774,000	76.98%
	Other Revenues	\$153,414	\$49,000	313.09%
	Proceeds From Capital Leases	\$187,021	\$155,000	120.66%
	Total Expenses	\$2,264,434	\$2,978,000	76.04%
	Personnel Expenses	\$977,980	\$1,298,360	75.32%
	Operating Expenses	\$1,138,303	\$1,524,640	74.66%
	Capital Expenses	\$148,151	\$155,000	95.58%
Fiber Optics Fund	Total Revenues	\$1,765,885	\$2,218,200	79.61%
	Fiber Optics Revenues	\$1,556,062	\$2,004,000	77.65%
	GIS Revenues	\$84,475	\$113,200	74.62%
	Proceeds from Capital Leases	\$26,268	\$0	#DIV/0!
	Other Revenues	\$99,080	\$101,000	98.10%
	Total Expenses	\$1,383,096	\$2,218,200	62.35%
	Personnel Expenses	\$512,796	\$714,740	71.75%
	Operating Expenses	\$684,565	\$884,140	77.43%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$6,157	\$15,305	0.00%
	Capital Expenses	\$179,578	\$604,015	29.73%

Total Unrestricted Cash Balance Total Restricted Cash Balance	Cash Position	Cash Position Total Unrestricted Cash Balance Total Restricted Cash Balance
		6/30/19 \$40,251,710.03 \$181,915,991.66
\$36,616,221.50 \$186,017,679.78	1/31/20	6/30/19 7/31/19 8/31/19 9/30/19 \$40,251,710.03 \$38,456,775.96 \$38,418,828.41 \$36,834,019.31 \$181,915,991.66 \$182,603,781.75 \$182,259,321.76 \$183,491,168.79
\$36,616,221.50 \$38,379,293.08 \$39,561,091.29 \$186,017,679.78 \$183,444,627.96 \$177,656,375.27	2/28/20	8/31/19 \$38,418,828.41 \$182,259,321.76
\$39,561,091.29 \$177,656,375.27	3/31/20	9/30/19 \$36,834,019.31 \$183,491,168.79
	4/30/20	10/31/19 \$35,720,053.48 \$184,019,838.49
	5/31/20	11/30/19 12/31/19 \$36,316,216.85 \$38,579,091.94 \$185,424,490.82 \$185,911,548.24
	6/30/20	12/31/19 \$38,579,091.94 \$185,911,548.24 Item

Highlights for the Month of March 2020:

Unrestricted cash increased due to increases in the Grant, Gas, Solid Waste, Stormwater and Fiber funds, and were offset by decreases in the Water, General, Electric, Garage, and Insurance funds.

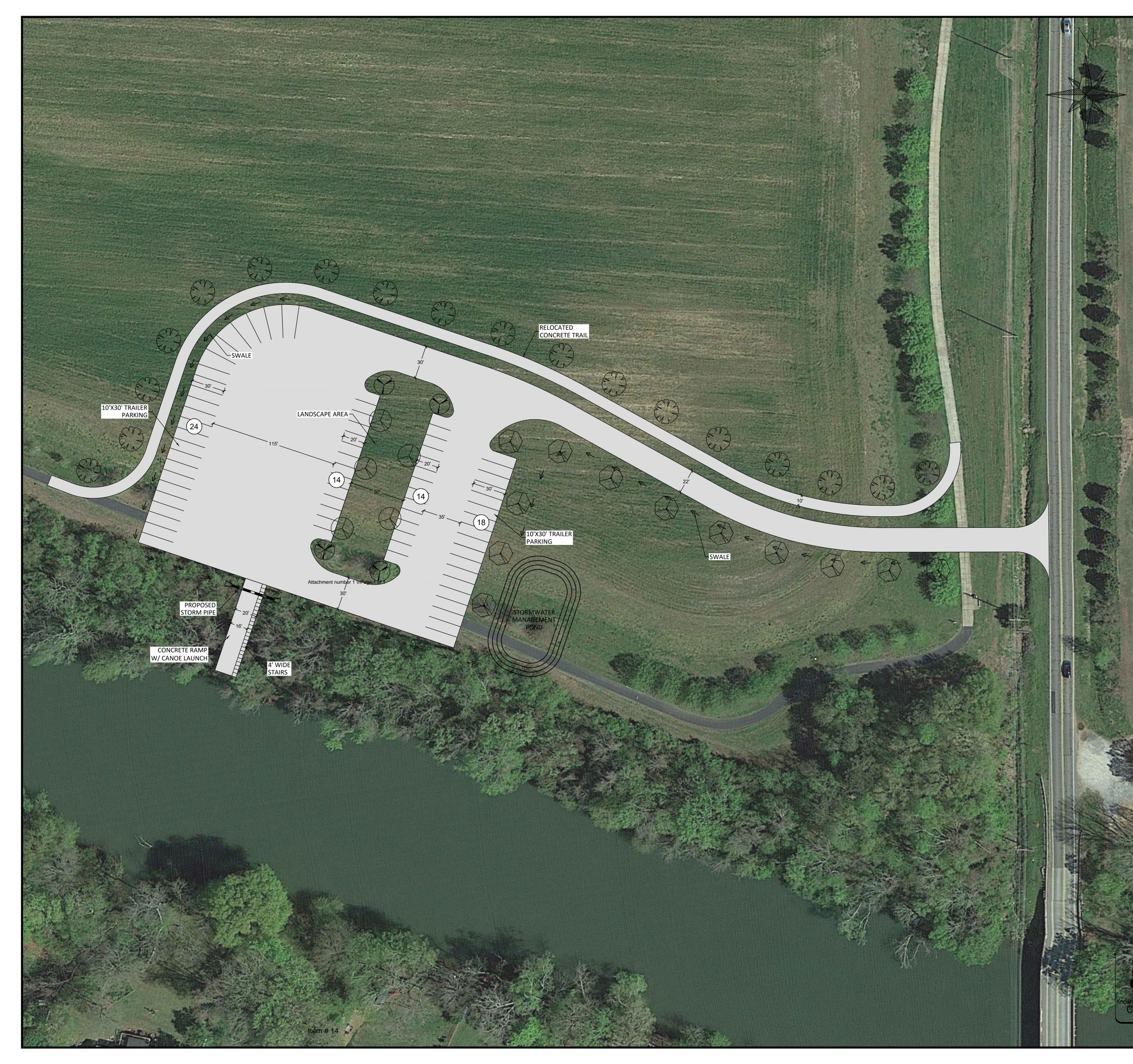
Restricted cash decreased due to decreased cash in the SPLOST 2014 and Pension funds funds. The following funds had increases in cash: Motor Vehicle, Hotel-Motel, Fderal DEA, SPLOST 2020, GO Parks & Rec Bond, and Debt Service Funds.

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#### City Council Meeting 5/7/2020 7:00:00 PM Canoe/Kayak Launch

SubCategory:	Discussion
Department Name:	Administration
Department Summary Recomendation:	The County has applied for grant funding for a canoe and kayak launch/boat launch at Douthit Ferry. Once they receive the grant, they will construct the launch and would like to give it to the City to maintain. This is a worthwhile project and partnership for us in many ways and will be a great addition to our other launches. The attached plan shows the layout of the launch and parking space. After speaking with the Commissioner, we could modify the plan to allow for around 39 spaces instead of 60, which we feel is too large. We would like to discuss this project with Council before the IGA is potentially approved at the May 21st Council Meeting.
City Manager's Remarks:	This is a discussion item for Council's input on the project. The IGA with the County will be placed on the agenda for May 21st Council meeting if you choose to proceed.
Financial/Budget Certification:	
Legal:	
Associated Information:	





1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF \_\_\_\_\_, STATE OF \_\_\_\_\_ REGULATIONS AND CODES, AS WELL AS ALL O.S.H.A. STANDARDS.

2. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY \_\_\_\_\_\_; ADDRESS \_\_\_\_\_\_, DATED \_\_\_\_\_.

3. ACCORDING TO THE SURVEY PREPARED BY \_\_\_\_\_, DATED \_\_\_\_, "THE SUBJECT PROPERTY OF THIS SURVEY HAS BEEN FOUND TO RESIDE IN "ZONE \_\_\_\_", WHICH IS \_\_\_\_(OUT/IN)SIDE THE LIMITS OF THE \_\_\_\_ YEAR FLOOD ZONE".

4. BUILDING DIMENSIONS SHOWN ON THIS PLAN ARE "LEASE" DIMENSIONS. FOR ACTUAL DIMENSIONS, SEE ARCHITECTURAL PLANS. DIMENSIONS TO CONC. CURB & GUTTER ARE TO "FACE OF CURB".

5. SITE WORK CONTRACTOR IS RESPONSIBLE FOR WORK TO WITHIN 5'-0" OF THE BUILDING.

6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED AS INDICATED ON THE PLANS AND IN THE SPECIFICATIONS.

7. CONTRACTOR IS TO NOTIFY CITY INSPECTORS 72 HOURS PRIOR TO THE START OF CONSTRUCTION.

8. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS. (INCLUDING GA DOT UTILITY ENCROACHMENT PERMIT).

9. ALL SIGNAGE SHALL COMPLY WITH THE CITY OF \_\_\_\_\_ ZONING ORDINANCE. A SEPARATE SIGN PERMIT IS REQUIRED.

10. CONSTRUCTION TRAILER USED ON-SITE SHALL BE PERMITTED THROUGH THE CITY OF \_\_\_\_\_\_ PLANNING AND ZONING DEPARTMENT.

11. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN REQUIRED RIGHT-OF-WAY, AND MUST BE STORED WITHIN THE SITE. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN AREAS WHICH RESTRICT SIGHT DISTANCE.

12. THE EXACT LOCATION OF HANDICAP RAMPS SHALL BE COORDINATED WITH THE ARCHITECTURAL DRAWINGS AND SHALL BE PROVIDED AT THE INTERSECTIONS OF EACH APPLICABLE SIDEWALK, ACCESSIBLE ROUTE, AND ENTRANCE DRIVES.

13. ALL SIDEWALKS ARE TO BE INSTALLED PER ADA STANDARDS. SIDEWALKS TO HAVE MAX SLOPE OF 5% AND MAX CROSS SLOPE OF 2%.

14. CONTRACTOR SHALL NOTIFY ENGINEER SHOULD ANY FIELD CONDITIONS BE NOTED THAT DIFFER FROM THE SURVEY.

15. SITE CONTRACTOR SHALL FURNISH "AS-BUILT" DRAWINGS INDICATING ALL CHANGES AND DEVIATIONS.

16. PROJECT LOCATION: \_\_\_\_\_ CORNER OF \_\_\_\_\_ ROAD AND \_\_\_\_\_ ROAD, IN THE CITY OF \_\_\_\_\_, \_\_\_\_ COUNTY, STATE OF \_\_\_\_\_.

17. OWNER'S INFORMATION: \_\_\_\_\_(OWNER), \_\_\_\_(ADRESS), PHONE (\_\_\_) \_\_\_\_, CONTACT: \_\_\_\_\_

18. ENGINEER: CIVILOGISTIX, LLC. 1995 N PARK PL SE, STE 430, ATLANTA, GA 30339, PHONE (404) 594-4403, CONTACT: \_\_\_\_\_\_, CIVILOGISTIX.COM.

19. BUILDING LOCATION IS TO THE OUTSIDE FACE OF BLOCK. CONTRACTOR TO COORDINATE AND VERIFY EXACT BUILDING LOCATION & DIMENSIONS WITH ARCHITECTURAL DRAWINGS.

# 24 HOUR CONTACT WILL MARTIN 770-607-6311



SCALE: 1" = 40' 40 80 120 FEET

SITE PLAN

Group  $\mathbf{m}$ < ERRY ROAD-S GA 3012 F COL FOR BARTOW S  $\bigcirc$ **SHEET NUMBE** C20PROJECT NUMBER 19130 DATE SEPTEMBER 18TH, 2019 REVISIONS