



City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120

Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

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 – 2/6/2020
Work Session – 6:00PM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

A. Other

1. Remembering Officer Sarah Barnes (Page 1)

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II. Regular Agenda

A. Council Meeting Minutes

1. January 16, 2020 (Pages 2 - 14)

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B. Proclamations

1. Cartersville High School Football (Pages 15 - 16)

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C. Appointments

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D. Resolutions

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E. Contracts/Agreements

1. GDOT MOU Main St at CSX (Pages 37 - 42)

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2. Termination of Contract - Legends Sports Media (Pages 43 - 44)

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3. Denan Media Company LLC (Pages 45 - 53)

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F. Bid Award/Purchases

1. Two 10-ton HVAC Units (Pages 54 - 61)

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2. Four 5-Ton HVAC Units (Pages 62 - 69)

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3. Removal of Cook Street Fuel Station Equipment (Pages 70 - 72)

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5. AutoMox Patching Software (Pages 75 - 76)

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6. Cherokee Truck Equipment Repair Invoice (Pages 77 - 78)

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7. Underground Crew Truck Replacements (Pages 79 - 89)

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8. WPCP – Flygt Mixer Repair #2 (Pages 90 - 95)

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9. WPCP Motor Control Center Maintenance (Pages 96 - 98)

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10. Compact Excavator (Pages 99 - 102)

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11. Safeco Filter for Transco Station (Pages 103 - 104)

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12. Repair of Emergency Power Generator for Public Safety Headquarters (Pages 105 - 107)

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G. Monthly Financial Statement

1. November 2019 Finance Report (Pages 108 - 112)

[Attachments](#)

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



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Remembering Officer Sarah Barnes

SubCategory:	Other
Department Name:	Administration
Department Summary Recommendation:	Our Cartersville Police Department Chaplain, Rudy Ross, will deliver the invocation.
City Manager's Remarks:	
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
January 16, 2020

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Minutes are uploaded and ready for your review.
City Manager's Remarks:	The minutes are recommended for Council approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
January 16, 2019
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Stepp.

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, City Attorney.

II. Regular Agenda

A. Council Meeting Minutes

1. January 2, 2019 City Council Minutes

A motion to approve the January 2, 2019 City Council Meeting Minutes as presented was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

B. Appointments

1. Judge Appointments

Meredith Ulmer, City Clerk stated Harry White, Jay Choate and Samir Patel were recommended for approval for Municipal Court Judge and Assistant Municipals Court Judges.

Motion approve the judges' appointments was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

C. Other

1. Request for Placement of Toni Morrison Bench

Lillie Read, Downtown Development Manager stated a citizen working group has been given approval from the Toni Morrison Society to place a bench in downtown Cartersville as a memorial to Toni Morrison (Noble Prize-winning author with family ties to Cartersville) and the

African American diaspora. This is a competitive award and represents the 26th bench placed nationally by the organization, but the only bench with a personal connection to Toni Morrison.

The working group is raising their own funds via sponsorship but would like to request assistance from the city via approval of the placement and assistance with the installation once the bench is obtained. It will be a 6' steel bench in the style of the existing benches downtown. Placement will be in Founders Oak plaza overlooking the train tracks. Staff recommends approval of this project.

Motion to approve the request for placement of Toni Morrison's bench was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote:6-0.

D. Appointments

1. Planning Commission

Randy Mannino, Planning and Development Department Head stated the Planning Commission has four members whose terms are expiring. The terms of Steven Smith - Ward 2, Harrison Dean - Ward 4, Jeffrey Ross - Ward 6 and Lamar Pendley - Mayor's appointee will expire January 31, 2020. If these Board members are reappointed, the new term for Wards 2, 4 and 6 would expire on January 31, 2024. The new term for the Mayor's appointee would expire on January 31, 2022.

Motion to approve the proposed members was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

E. Presentations

1. 2019 Audit Presentation

Tom Rhinhardt, Finance Department Head stated Adam Fraley and Christopher McKellar from Mauldin and Jenkins will present the FY 2019 audit report. The audit report was presented.

F. Second Reading of Ordinances

1. Tennis Court Reservations

Tom Gilliam, Parks and Recreation Department Head stated the Parks and Rec Department is requesting that the ordinance regarding payments for reservations of its tennis courts be updated as follows:

(1) The City of Cartersville shall allow for reservations of its tennis court, through physical, electronic, and/or web-based applications.

(2) The following fees are authorized:

- a) two (2) hour court rental – Five and No/100 (\$5.00) Dollars;
- b) a point of sale fee of 2.3% per court transaction, and a fee between 0.10 to 0.20 cents per transaction shall be assessed depending on the current vendor contract, if a web-based application is being used.

Motion to approve the Tennis Court Reservations Ordinance was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 15. PARKS AND RECREATION. ARTICLE I. IN GENERAL. SEC. 15-16 – 15-30. RESERVED. is hereby amended by deleting said sections in their entirety and replacing them as follows:

**1.
Sec. 15-16. Tennis Court Reservations.**

(1) The City of Cartersville shall allow for reservations of its tennis court, through physical, electronic, and/or web-based applications.

(2) The following fees are authorized:

- a) two (2) hour court rental – Five and No/100 (\$5.00) Dollars;
- b) a point of sale fee of 2.3% per court transaction, and a fee between 0.10 to 0.20 cents per transaction shall be assessed depending on the current vendor contract, if a web-based application is being used.

Sec. 15-17 – 15-30. Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

G. Resolutions

1. Anheuser-Busch LLC MOU

Keith Lovell, Assistant City Attorney stated this is a Resolution of the City of Cartersville authorizing the execution of a Memorandum of Understanding (MOU) for the expansion of Anheuser-Busch, LLC.

A motion to approve Anheuser-Busch LLC MOU was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
 CARTERSVILLE (THE "CITY") AUTHORIZING THE EXECUTION OF A
 MEMORANDUM OF UNDERSTANDING AMONG THE CITY, THE DEVELOPMENT
 AUTHORITY OF CARTERSVILLE, BARTOW COUNTY, THE BARTOW COUNTY
 BOARD OF ASSESSORS AND ANHEUSER-BUSCH, LLC (THE "COMPANY")
 RELATING TO THE EXPANSION OF THE COMPANY'S BREWERY LOCATED IN
 THE CITY**

WHEREAS, the Development Authority of Cartersville (the "Issuer") has been informed by Anheuser-Busch, LLC, a Missouri limited liability company (the "Company"), that the Company is considering constructing and equipping an expansion of its brewery located in the City of Cartersville (the "Project"); and

WHEREAS, it is estimated by the Company that (i) the planning, design, expansion, construction, equipping and carrying out of the Project will require expenditures of approximately \$85,000,000 and (ii) that the Project will increase employment in the City and Bartow County, Georgia (the "County") by approximately 12 new jobs upon completion of the Project and the commencement of commercial production; and

WHEREAS, in order to induce the Company to locate and operate the Project in the City, the Issuer has agreed to (a) enter into an Inducement Agreement between the Issuer and the Company (the "Inducement Agreement") and a Memorandum of Understanding (the "MOU") among the Issuer, the Company, the City, the County, and the Bartow County Board of Assessors, (b) issue its revenue bonds in the maximum amount of \$100,000,000 for the Project (the "Bonds"), and (c) rent the Project to the Company pursuant to a Rental Agreement (the "Rental Agreement") between the Issuer and the Company in consideration of rental payments to be paid by the Company in amounts sufficient to pay the principal of, the redemption premium (if any) and the interest on said Bonds as and when due and payable; and

WHEREAS, the willingness of the Issuer to enter into the Inducement Agreement and the MOU, issue the Bonds, acquire title to the Project and rent the Project to the

Company, and the willingness of the City to enter into the MOU are important factors under consideration by the Company in determining the location and economic feasibility of the Project; and

WHEREAS, the Bonds will be judicially validated prior to the issuance thereof and shall not be deemed to constitute a debt of the City, the County, the State of Georgia or any other political subdivision thereof, or a pledge of the faith and credit of the City, the County, the State of Georgia or any other political subdivision thereof, but such Bonds shall be limited obligations of the Issuer payable solely from the rent to be paid by the Company under the Rental Agreement and certain other funds, and the issuance of the Bonds shall not directly, indirectly, or contingently obligate the City, the County, the State of Georgia or any other political subdivision thereof, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for the payment therefor;

WHEREAS, the City has determined that by entering into the MOU it will be acting in furtherance of the public purposes for which it was created; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Cartersville , as follows:

Section 1. Findings. It is hereby ascertained, determined and declared that (i) the execution and delivery by the City of the MOU, (ii) the issuance and sale by the Issuer of its revenue bonds, (iii) the acquisition of title to the Project by the Issuer, and (iv) the renting of the Project to the Company pursuant to the Rental Agreement will develop trade, commerce, industry and employment opportunities within the geographical area served by the City and will increase the tax base and further the general welfare of the City residents.

Section 2. Authorization of MOU. In order to confirm the method of taxing the Company's leasehold interest in the Project for property tax purposes and to provide for certain payments in lieu of ad valorem taxes to be made by the Company with respect to Project, the execution and delivery by the Mayor or the City Manager of the City of a Memorandum of Understanding (the "MOU") among the Issuer, the Company, the City, the County and the County Board of Assessors is hereby authorized and directed; said MOU is to be in substantially the form attached hereto as Exhibit "A", subject to such changes, insertions and omissions as may be approved by the Mayor or the City Manager of the City, and the execution of said MOU by the Mayor or the City Manager of the City shall be conclusive evidence of any such approval.

Section 3. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the MOU shall be deemed to be a stipulation, obligation or agreement of the Mayor or any member, officer, director, agent or employee of the City in his or her individual capacity, and neither the Mayor nor any such member, officer, director, agent or employee shall be personally liable on any revenue bonds issued by the Issuer or be subject to personal liability for monetary damages by reason of the issuance thereof or the execution, delivery and performance of the MOU.

Section 4. General Authority. The proper officers, members, agents and employees

of the City hereby are authorized, empowered and directed to take any and all further actions and execute and deliver any and all other agreements, instruments, certificates, assignments, papers and documents as may be necessary or desirable to affect the transactions contemplated by this Resolution and the MOU. The City Clerk is hereby authorized to attest the signature of the Mayor or the City Manager or any other officer of the City and impress, imprint or otherwise affix the seal of the City appearing on the MOU or any of the agreements, instruments, certificates, assignments, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the City Clerk or the City's seal on the MOU or any such other agreements, instruments, certificates, assignments, papers and documents shall not affect the validity or enforceability of the City's obligations thereunder.

Section 5. Actions Approved and Confirmed. All actions previously taken by the officers of the City which are in conformity with the purposes and intent of this Resolution and in the furtherance of the execution, delivery and performance of the MOU hereby are in all respects approved, ratified and confirmed as actions of the City.

Section 6. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions authorized hereunder.

Section 7. Conflicts. That any and all other resolutions or parts of resolution in conflict with this resolution be, and the same hereby are, repealed, and this Resolution shall be in full force and effect from and after its adoption.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

H. Contracts/Agreements

1. Farmer's Market Coordinator Position

Tamara Brock, City Manager stated this is an intergovernmental agreement between Bartow County, the City of Cartersville and the Cartersville-Bartow Convention and Visitors Bureau (CVB). The agreement states that the parties would share the cost of funding (\$5,000 each annually) a Farmers Market Coordinator position. The Coordinator will promote the market, recruit vendors, enforce market rules and collect critical data associated with the market.

We request that the Mayor and City Clerk be authorized to execute the Agreement on behalf of the City of Cartersville.

Motion to approve the Farmer's Market Coordinator Position was made by Council

Member Stepp and seconded by Council Member Hodge. Motion carried unanimously. Vote:6-0.

I. Change Order

1. WPCP Nutrient Upgrade – Change Order No. 2

Bob Jones, Water Department Head stated Construction of the Nutrient Removal Upgrade Project at the Water Pollution Control Plant (WPCP) has been underway for approximately six months and is proceeding well. Because this is a multi-year construction project, I would like to update Council every 6 months at a minimum. If necessary, a change order detailing the financial impact of all project changes in the prior period will be presented at each update. If there is a need for more frequent updates, I am happy to do so.

On October 17, 2019, Council approved Change Order Number 1 (CO#1) which decreased the original contract amount approved on January 17, 2019 by \$781,146.52. Change Order Number 2 (CO#2) details all project changes since October and amends the construction contract to add weather days incurred in the months of October and November. The net financial impact of all changes is an additional \$37,840.99. A total of eight (8) days will be added to each of the project milestone dates due to weather delays in October and November 2019. If approved, this change order will result in a new contract amount of \$36,819,577.11.

Your approval of this change order is recommended. This is a bond funded project.

A motion to approve WPCP Nutrient Upgrade – Change Order No. 2 was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

J. Bid Award/Purchases

1. Etowah Drive Water Main Relocation

Mr. Jones stated in 2014, the Water Department completed the Etowah Drive Water Main Replacement Project which installed approximately 6,500 feet of 8 – 12 inch ductile iron water main. During construction, a bore was made under the intersection of Etowah Drive and West Avenue which crossed multiple utilities. While installing the bore, the contractor notified the Water Department of a suspected obstruction during the bore. The Water Department Inspector investigated and found the most likely facility causing the obstruction was an existing 24-inch storm sewer crossing perpendicular to the bore. Public Works was called to assess the stormwater line and found no issue. Once cleared by Public Works, construction continued on the water main project.

During one of the many torrential rains in the spring of 2019, the intersection of West Avenue and Etowah Drive experienced severe flooding. After the water receded, Public Works inspected storm lines in the area and found the bore casing from the water main obstructing their line. In order to restore full stormwater flow capacity, we need to relocate the water line deeper to clear the storm.

After discussing the issue with Tommy Sanders, this should be deemed an emergency repair given the risk to motorists in the area when the road floods. Additionally, ponding of water in the area during this time adds the risk of ice formation.

The Water Department requested a quote from C.H. Kirkpatrick and Sons for relocation of the line by boring at a greater depth and repairing the damaged stormwater line. They have submitted a lump sum price of \$126,697.74 which is reasonable given the scope of work and need for a quick resolution.

This is not a budgeted project.

A motion to approve Etowah Drive Water Main Relocation was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

2. Five Patrol Vehicles

Chief McCann stated he is requesting approval to purchase five patrol vehicles. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. The vehicles are budgeted items and will be paid for out of federal asset forfeiture funds. It should be noted that in August of 2019 I requested to purchase five new patrol vehicles (2020 Dodge Chargers) and it was subsequently approved by the city council. I was notified in December 2019 that Dodge would not be building the Dodge Charger police package in 2020, so the police department opted to request bids for the Ford Explorer police package.

The police department sent a request for bids (RFB) for above noted vehicles to three local car dealerships and placed the RFB on the city's web site and on the Georgia Procurement Registry. We subsequently received six bids from the dealerships. The following are the bids for the above noted vehicles from each dealership that met the specifications:

Speedway Ford	\$183,775.00 (total)
Jacky Jones Ford	\$172,385.00 (total)
Alan Jay Automotive	\$169,589.00 (total)
Brannen Motor Company	\$167,855.00 (total)
Prater Ford	\$166,284.40 (total)
Wade Ford	\$162,990.00 (total)

I recommend the low bid Wade Ford (\$162,990.00) for the above noted vehicle purchase. The purchase of the vehicles and the equipment (Lights, siren, cage, computer, in-car camera, etc.) will not exceed \$280,000.00.

This is a budgeted item (federal asset forfeiture money) and the E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.

A motion to approve Five Patrol Vehicles was made by Council Member Fox and

seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

3. Three Undercover Vehicles

Chief McCann stated he is requesting approval to purchase three undercover vehicles. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. These vehicles will be paid for out of federal asset forfeiture funds. These vehicles are used to conduct undercover operations by our officers assigned to the DEA Task Force.

The police department sent a request for bids (RFB) for above noted vehicles to one local car dealership and also placed the RFB on the city's web site and placed the RFB on the Georgia Procurement Registry. We subsequently received four bids from the dealerships. The following are the bids for the above noted vehicles from each dealership that met the specifications:

Two 2020 Jeep Grand Cherokee 4X2

Robert Loehr Dodge	\$63,110.00 (total)
Alan Jay Automotive	\$60,938.00 (total)
Don Jackson Dodge	\$60,162.00 (total)
Courtesy Automotive	\$58,320.00 (total)

One 2020 Dodge Ram 1500 4X4

Don Jackson Dodge	\$38,573.00 (total)
Courtesy Automotive	\$37,781.00 (total)
Alan Jay Automotive	\$36,087.00 (total)
Robert Loehr Dodge	\$33,922.00 (total)

I recommend the low bid from Courtesy Automotive (\$58,320.00) for the two Jeep Cherokees and the low bid from Robert Loehr Dodge (\$33,922.00) for the Dodge Ram 1500 4X4. The purchase of the vehicles and the equipment (Lights, siren, etc.) will not exceed \$99,000.00.

This item will be paid for with federal asset forfeiture money and the E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.

A motion to approve Three Undercover Vehicles was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

4. 1000kVA Transformer

Derek Hampton, Electric Department Head stated the Electric Department is requesting authorization to purchase a 1000kVA pad-mounted transformer. We have used our last equivalent transformer and need a replacement for our stock. We obtained five quotes and are requesting to purchase the Ermco unit from Gresco with the lowest Total Ownership Cost.

This is a budgeted item, and we request your approval to purchase the 1000kVA Ermco

transformer from Gresco for \$29,820.50.

A motion to approve the purchase of 1000kVA Transformer was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

5. 2500kVA Transformer

Mr. Hampton stated the Electric Department is requesting authorization to purchase a 2500kVA pad-mounted transformer. We have used our last equivalent transformer due to a failure, and need a replacement for our stock. We obtained six quotes, and are requesting to purchase the Ermco unit from Gresco. It has the lowest Total Ownership Cost and can be here in three months. The timeline is critical because this is a special transformer needed to serve one of our largest customers, and we no longer have a backup in stock.

This is a budgeted item, and we request your approval to purchase the 2500kVA Ermco transformer from Gresco for \$55,855.50.

Motion to approve the purchase of a 2500kVA Transformer was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote: 6-0.

6. Decorative Christmas Lighting

Mr. Hampton stated they are requesting authorization for payment to Holiday Designs, Inc. in the amount of \$11,265.00. This is for the new snowflakes that were installed downtown for this past Christmas. This purchase was a jointly funded effort between the DDA and the Electric Department.

Motion to approve the decorative Christmas lighting was made by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

7. New World Software Maintenance Costs

Dan Porta, Assistant City Manager stated the 2020 annual maintenance costs from Bartow County for the New World software that is used by public safety agencies in the county is due in the amount of \$38,207.82 and is recommended for your approval.

Motion to approve the New World Software Maintenance Costs was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

8. Barracuda Annual Maintenance

Mr. Porta stated the annual yearly support renewal for the Barracuda email archive appliance is due in the amount of \$8,912.04. This email archive appliance holds all emails sent and received by city employees. I recommend approval of this invoice.

Motion to approve the Barracuda Annual Maintenance was made by Council Member

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

9. Residential Meters

Michael Hill, Gast Department Head stated we have requested and received a bid for 200 residential gas meters. These meters are to replenish our stock. We recommend Equipment Controls at \$90.21 per meter for a total of \$18,042.00. They are our sole source provider for these meters.

Motion to approve the residential meters was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

K. Other

1. Monroe County, MS Taxes

Mr. Hill stated the bill is in the amount of \$8,872.22 for our gas in storage in Monroe County. I recommend Council approval of this item.

Motion to approve the payment of the Monroe County, MS Taxes was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

Mayor Santini asked there were other matters that needed to come before Council:

Benjamin Henderson of Atlanta, GA owns property 732 Martin Luther King Drive came forward with concerns about his Cartersville property.

Delores Bunch-Keemer came forward with concerns about the property on Martin Luther King Drive and its relation to the Etowah. Ms. Bunch-Keemer inquired about taxes in regards to the 41 Connector and properties on Martin Luther King Drive. She made an open records request.

Larry Henderson of Cartersville, GA came forward and inquired about potential improvements to be made on Martin Luther King Drive. He also had concern about where the kids are being dropped off by the school bus in the afternoon. Currently, they are being dropped off at the bottom of the hill and it use to be the top of the hill. Mr. Henderson stated he believed it would be better for the children to be dropped off at the top of the hill.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____

Meredith Ulmer
City Clerk



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Cartersville High School Football

SubCategory:	Proclamations
Department Name:	Administration
Department Summary Recommendation:	This proclamation will be presented to the Cartersville High School Football team to recognize them for their outstanding season.
City Manager's Remarks:	The Mayor will present the proclamation to the Cartersville High School Football team, coaches and support staff.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY of CARTERSVILLE

Proclamation



WHEREAS, the 2019 Cartersville High School Football Team completed their season with a 12-1 record.

WHEREAS, the team was 4-0 in non-region play, outscoring their opponents by a combined score of 140-20; and

WHEREAS, the team was 6-0 in region play and were crowned Region 5-AAAA Champions; and

WHEREAS, they outscored their region opponents by a combined score of 223-101, including two games where the opponent's only score was on a safety; and


WHEREAS, this team's seniors finished with a career record of 52-3 and were undefeated in region play for their four years; and

WHEREAS, the entire Cartersville Purple Hurricanes Football Program, its team, coaches, managers, support staff, band, cheerleaders and Touchdown Club represented the entire Cartersville community with pride and class while achieving excellence.

NOW, THEREFORE, I, Matthew J. Santini, Mayor of the City of Cartersville, along with City Council, declare February 2020 as **Hurricane Football Appreciation Month** and urge all citizens to recognize not only this great achievement, but also to follow the spirit of dedication, unity and community pride that the 2019 Cartersville Purple Hurricane Football Team displayed on and off the field.

In Witness whereof I have hereunto set my hand and caused this seal to be affixed

 Mayor

Attest:  City Clerk



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Development Authority of Cartersville

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	Howard Smith's term on the Development Authority of Cartersville will expire on March 20, 2020. He is willing to serve another term if reappointed and his new term will expire March 20, 2024.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Etowah Area Consolidated Housing Authority

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	Valerie Gilreath has agreed to serve on the Etowah Area Consolidated Housing Authority to fill Greg Frisbee's unexpired term. Ms. Gilreath is also being appointed to fill the new term which will begin April 1, 2020 and end April 1, 2025.
City Manager's Remarks:	Your approval of this appointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE
City Board/Commission Application Form

Applicant Information

Name Gilreath Valerie D
 (last) (first) (middle initial)

Address 323 West Ave., Cartersville, GA 30120
 (street)

Email Address vgilreath@yahoo.com

Home Phone N/A Cell Phone 404-217-7025

City Resident Yes X No _____ Ward 1 (2) 3 4 5 6
 (if applicable)

Related Experience: Civic/Business/Other

19 years serving Bartow County as a grant writer. I am familiar with the existing housing "landscape" and affordable housing challenges. I am also used to working with HUD and other federal funding programs.

Personal References (list at least 3)

<u>Steve Taylor</u>	<u>770-608-7285</u>
<u>Patrick Nelson</u>	<u>770-655-0892</u>
<u>Doug Belisle</u>	<u>770-377-5826</u>

Position Information

Board/Commission applying for: Etawah Area Consolidated Housing Authority

Reason interested in position (please explain in space provided)

I want to help find solutions to the City's housing challenges. If those solutions involve the Housing Authority, I want to help them maximize their potential to serve our community.

Valerie D. Gilreath
 Applicant Signature

1-21-2020
 Date

Thank you for your interest in serving our community



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Cartersville Building Authority

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	Sam Grove has resigned from the Cartersville Building Authority. Fritz Dent is willing to serve the remainder of his term which will expire May 15, 2022.
City Manager's Remarks:	Your approval of this appointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
2/6/2020 7:00:00 PM
Joint Referendum Resolution for SPLOST**

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	The Bartow County Board of Education and the Cartersville School Board adopted a Joint Referendum Resolution calling for a referendum to reimpose a one percent sales and use tax for education purposes. Your approval in the calling for a referendum on May 19, 2020 has been requested so the qualified voters of Bartow County may determine whether or not a one percent sales and use tax should be reimposed upon the termination of the present one currently in effect.
City Manager's Remarks:	Your approval is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO. ____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
 CARTERSVILLE (THE "CITY") CONCURRING IN THE CALLING OF AN ELECTION TO
 DETERMINE THE RE-IMPOSITION OR NON-RE-IMPOSITION OF THE SALES AND USE
 TAX TO BE USED FOR EDUCATIONAL PURPOSES BY THE BARTOW COUNTY
 SCHOOL DISTRICT AND THE CITY OF CARTERSVILLE SCHOOL SYSTEM FOR A
 MAXIMUM PERIOD OF TIME OF TWENTY CALENDAR QUARTERS

WHEREAS, on January 27, 2020, the Board of Education of Bartow County (the "*Bartow Board*") and the Cartersville School Board (the "*Cartersville Board*") adopted a Joint Referendum Resolution (the "*Resolution*"), a copy of which is attached hereto as Exhibit "A", calling for a referendum to reimpose a one percent sales and use tax for education purposes of the Bartow County School District (the "*Bartow District*") and the City of Cartersville School System (the "*Cartersville System*"), conditioned upon approval by a majority of the qualified voters residing within the territorial limits of Bartow County voting in the referendum, 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" described in the Resolution, all at a maximum cost of \$120,000,000; and (2) for the Cartersville System, the cost of the "Cartersville Projects" described in the Resolution, all at a maximum cost of \$36,000,000; and

WHEREAS, the City desires to concur in the calling of the referendum on May 19, 2020 as set forth in the Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Cartersville, as follows:

Section 1. Approval of Referendum. The City hereby concurs in the calling for a referendum on May 19, 2020 to the qualified voters of Bartow County for their determination of the question as to whether or not a one percent sales and use tax for educational should be re-imposed for the educational purposes of the Bartow District and the Cartersville System as set out in the Resolution 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, all as described in the Resolution.

Section 2. Notice to Board of Elections and Voter Registration. The officers and employees of the City are hereby duly authorized and directed to notify the Bartow County Board of Elections and Voter Registration of the adoption of this resolution, and to take any and all further actions as may be necessary or convenient in connection with the calling of the referendum as described herein on May 19, 2020.

Section 3. General Authority. The proper officers, members, agents and employees of the City hereby are authorized, empowered and directed to take any and all further actions and

execute and deliver any and all instruments, certificates, papers and documents as may be necessary or desirable to affect the calling of the referendum described above, and contemplated by the Resolution.

Section 4. Actions Approved and Confirmed. All actions previously taken by the officers of the City which are in conformity with the purposes and intent of this Resolution and in the furtherance of the calling of the Referendum are in all respects approved, ratified and confirmed as actions of the City.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

ADOPTED this 6th day of February, 2020.

CITY OF CARTERSVILLE

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

EXHIBIT "A"

EXECUTED COPY OF THE JOINT REFERENDUM RESOLUTION

A JOINT REFERENDUM RESOLUTION TO REIMPOSE WITHIN BARTOW COUNTY A ONE PERCENT SALES AND USE TAX FOR EDUCATIONAL PURPOSES, SUBJECT TO REFERENDUM APPROVAL; TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION AND TO CALL AN ELECTION TO DETERMINE THE RE-IMPOSITION OR NON-RE-IMPOSITION OF THE SALES AND USE TAX; TO SPECIFY THE CAPITAL OUTLAY PROJECTS TO BE FUNDED FROM THE PROCEEDS OF THE SALES AND USE TAX; TO SPECIFY THE MAXIMUM COST OF SUCH CAPITAL OUTLAY PROJECTS; TO SPECIFY THE MAXIMUM PERIOD OF TIME THE SALES AND USE TAX WILL BE RE-IMPOSED; TO AUTHORIZE THE ISSUANCE OF \$45,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION DEBT OF THE BARTOW COUNTY SCHOOL DISTRICT IN CONJUNCTION WITH THE RE-IMPOSITION OF THE SALES AND USE TAX; TO SPECIFY THE PURPOSES FOR WHICH THE DEBT IS TO BE ISSUED, THE INTEREST RATE OR RATES THAT SUCH DEBT IS TO BEAR, AND THE AMOUNT OF PRINCIPAL TO BE PAID IN EACH YEAR DURING THE LIFE OF SUCH DEBT; TO PROVIDE FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES TO SERVICE SUCH DEBT, TO THE EXTENT THE PROCEEDS OF THE SALES AND USE TAX ARE NOT SUFFICIENT FOR SUCH PURPOSES; 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"), has caused a thorough canvass and study of the capital outlay needs of the Bartow District to be made and such canvass and study discloses the necessity for acquiring, constructing, and equipping one new elementary school and one new middle school (or alternatively, an addition to an existing middle school); acquiring land for future schools, instructional and administrative technology improvements (including necessary software), and school buses and other vehicles; adding to, renovating, repairing, improving, and equipping existing school buildings, athletic facilities, and other buildings and facilities useful or desirable in connection therewith; and acquiring any necessary property therefor, both real and personal, for the Bartow District (collectively, the "Bartow Projects"); and

WHEREAS, the Bartow District encompasses the entire territorial limits of Bartow County, except the area located within the territorial limits of the City of Cartersville School System (the "Cartersville System"); and

WHEREAS, the Bartow Board deems it to be in the best interest of education in the Bartow District to carry out the Bartow Projects, all at a maximum cost of \$120,000,000; and

WHEREAS, the Cartersville School Board (the "Cartersville Board"), which is charged with the duty of managing the affairs of the Cartersville System, has caused a thorough canvass and study of the capital outlay needs of the Cartersville System to be made, and such canvass and study discloses the necessity for acquiring, constructing, and equipping of one or more new schools and other buildings and facilities useful or desirable in connection therewith; adding to, renovating, repairing, improving, and equipping school buildings, athletic facilities, and other

buildings and facilities useful or desirable in connection with Cartersville Primary School, Cartersville Elementary School, Cartersville Middle School, and Cartersville High School; acquiring instructional and administrative technology improvements (including software) and school buses and other vehicles; acquiring and installing playgrounds at schools; and acquiring any necessary property therefor, both real and personal, for the Cartersville System (collectively, the "Cartersville Projects") and repaying debt incurred by the City of Cartersville for all or any of such purposes; and

WHEREAS, the Cartersville System encompasses the entire corporate limits of the City of Cartersville, all of which is located in Bartow County; and

WHEREAS, the Cartersville Board deems it to be in the best interest of education in the Cartersville System to acquire the Cartersville Projects, all at a maximum cost of \$36,000,000; and

WHEREAS, it appears to the Bartow Board and the Cartersville Board that the most feasible plan for providing funds to pay the cost of the Bartow Projects and the cost of the Cartersville Projects requires the re-imposition of a one percent sales and use tax for educational purposes, upon the termination of the one percent sales and use tax for educational purposes presently in effect, pursuant to Article VIII, Section VI, Paragraph IV of the Constitution of the State of Georgia and Part 2 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, the Bartow Board has determined that the Bartow District should issue its general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Bartow Board may approve) in the aggregate principal amount of \$45,000,000 in conjunction with the re-imposition of the sales and use tax, to be payable first from the separate account in which are placed the proceeds received by the Bartow District from the sales and use tax and then from the general funds of the Bartow District, for the purpose of providing funds to pay the cost of the Bartow Projects, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing, to enable the Bartow District to complete such capital outlay projects before the sales and use tax is collected; and

WHEREAS, under the Constitution and statutes of the State of Georgia, it is necessary 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 should be re-imposed for the purposes described above, which proposal, if approved by the voters of the Bartow District, shall also constitute approval of the issuance of general obligation debt of the Bartow District in the aggregate principal amount of \$45,000,000 for the Bartow Projects;

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. There is hereby re-imposed, levied, and authorized to be collected within Bartow County a sales and use tax for educational purposes of the Bartow District and the Cartersville System at the rate of one percent, upon the termination of the one percent sales and

use tax for educational purposes presently in effect, pursuant to Article VIII, Section VI, Paragraph IV of the Constitution of the State of Georgia and Part 2 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, conditioned upon approval by a majority of the qualified voters residing within the territorial limits of Bartow County voting in the referendum called in Section 2 hereof, 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, all at a maximum cost of \$120,000,000; and (2) for the Cartersville System, the cost of the Cartersville Projects, all at a maximum cost of \$36,000,000.

Section 2. There is hereby authorized to be called and there is hereby called an election to be held in all the precincts in Bartow County, on the 19th day of May, 2020, for the purpose of submitting 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, all at a maximum cost of \$120,000,000; and (2) for the Cartersville System, the cost of the Cartersville Projects, all at a maximum cost of \$36,000,000.

Section 3. If the re-imposition of the sales and use tax is approved by the voters of the Bartow District in the referendum called in Section 2 hereof, such vote shall also constitute approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Bartow Board may approve) of the Bartow District in the aggregate principal amount of \$45,000,000 in conjunction with the re-imposition of the sales and use tax, to be payable first from the separate account in which are placed the proceeds received by the Bartow District from the sales and use tax and then from the general funds of the Bartow District, for the purpose of providing funds to pay the cost of the Bartow Projects, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing. Such general obligation debt, if so authorized, shall be dated as of the first day of the month of delivery or such other date(s) as the Bartow Board may approve, shall be in such denomination or denominations as the Bartow Board may approve, and shall bear interest from date at such rate or rates as the Bartow Board may approve but not exceeding six percent (6.00%) per annum in any year. All interest shall be payable semiannually on April 1 and October 1 in each year, beginning October 1, 2020, and the principal shall mature (by scheduled maturity or by mandatory redemption, as the Bartow Board may approve) on the dates and in the amounts as follows:

<u>October 1 of the Year</u>	<u>Amount</u>	<u>October 1 of the Year</u>	<u>Amount</u>
2023	\$8,325,000	2026	\$9,360,000
2024	8,570,000	2027	9,830,000
2025	8,915,000		

The general obligation debt of the Bartow District may be issued in one or more series, and on one or more dates of issuance as the Bartow Board may approve; provided, however, that

the aggregate principal amount of such general obligation debt shall not exceed \$45,000,000. The general obligation debt of the Bartow District may be made subject to redemption prior to maturity, to the extent permitted by law, upon terms and conditions to be determined by the Bartow Board.

Part of the proceeds of the sales and use tax received by the Bartow District will be used for payment of general obligation debt of the Bartow District issued in conjunction with the re-imposition of the sales and use tax, and the remaining proceeds of the sales and use tax received by the Bartow District will be used to fund the Bartow Projects to the extent the Bartow Projects have not been funded with proceeds of such general obligation debt.

Section 4. The ballot to be used in the election shall have printed thereon the question to be determined by the voters, to-wit:

“Shall a one percent sales and use tax for educational purposes of the Bartow County School District (the “Bartow District”) and the City of Cartersville School System (the “Cartersville System”) 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 acquiring, constructing, and equipping one new elementary school and one new middle school (or alternatively, an addition to an existing middle school); acquiring land for future schools, instructional and administrative technology improvements (including necessary software), and school buses and other vehicles; adding to, renovating, repairing, improving, and equipping existing school buildings, athletic facilities, and other buildings and facilities useful or desirable in connection therewith; and acquiring any necessary property therefor, both real and personal, all at a maximum cost of \$120,000,000; and (2) for the Cartersville System, the cost of acquiring, constructing, and equipping of one or more new schools and other buildings and facilities useful or desirable in connection therewith; adding to, renovating, repairing, improving, and equipping school buildings, athletic facilities, and other buildings and facilities useful or desirable in connection with Cartersville Primary School, Cartersville Elementary School, Cartersville Middle School, and Cartersville High School; acquiring instructional and administrative technology improvements (including software) and school buses and other vehicles; acquiring and installing playgrounds at schools; and acquiring any necessary property therefor, both real and personal, and repaying debt incurred by the City of Cartersville for all or any of such purposes, all at a maximum cost of \$36,000,000?”

The ballot shall have written or printed thereon, in addition to the question set forth above, the following:

“If re-imposition 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 for the purpose set forth in

clause (1) of the above question, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.”

The ballot shall have printed thereon the word “YES” and the word “NO” in order that each voter may vote in either the affirmative or the negative as to the question propounded. The polls in each of the precincts within Bartow County shall be opened at 7:00 a.m. and closed at 7:00 p.m. on the day fixed for the election, and the election shall be held at the regular and established places for holding elections in Bartow County. The election shall be held in accordance and in conformity with the Constitution and statutes of the United States of America and of the State of Georgia.

Section 5. The Secretary of the Bartow Board is hereby ordered and directed forthwith to furnish the Superintendent of Elections of Bartow County with a duly certified copy of this resolution in order that the Superintendent of Elections may take such action in the premises as provided by law.

Section 6. Any brochures, listings, or other advertisements issued by the Bartow Board or by any other person, firm, corporation, or association with the knowledge and consent of the Bartow Board shall be deemed to be a statement of intention of the Bartow Board concerning the use of the bond funds or interest received from such bond funds that have been invested.

Section 7. The following notice shall be incorporated into the call of the election by the Superintendent of Elections:

NOTICE OF SALES AND USE TAX ELECTION TO THE QUALIFIED
VOTERS OF BARTOW COUNTY

YOU ARE HEREBY NOTIFIED that on the 19th day of May, 2020, an election will be held in all of the precincts of Bartow County. At the election there will be submitted to the qualified voters of Bartow County for their determination the question of whether or not a one percent sales and use tax for educational purposes of the Bartow County School District (the "Bartow District") and the City of Cartersville School System (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 acquiring, constructing, and equipping one new elementary school and one new middle school (or alternatively, an addition to an existing middle school); acquiring land for future schools, instructional and administrative technology improvements (including necessary software), and school buses and other vehicles; adding to, renovating, repairing, improving, and equipping existing school buildings, athletic facilities, and other buildings and facilities useful or desirable in connection therewith; and acquiring any necessary property therefor, both real and personal (collectively, the "Bartow Projects"), all at a maximum cost of \$120,000,000; and (2) for the Cartersville System, the cost of acquiring, constructing, and equipping of one or more new schools and other buildings and facilities useful or desirable in connection therewith; adding to, renovating, repairing, improving, and equipping school buildings, athletic facilities, and other buildings and facilities useful or desirable in connection with Cartersville Primary School, Cartersville Elementary School, Cartersville Middle School, and Cartersville High School; acquiring instructional and administrative technology improvements (including software) and school buses and other vehicles; acquiring and installing playgrounds at schools; and acquiring any necessary property therefor, both real and personal and repaying debt incurred by the City of Cartersville for all or any of such purposes, all at a maximum cost of \$36,000,000.

If the re-imposition of the sales and use tax is approved by the voters of the Bartow District in the referendum described in this notice, such vote shall also constitute approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Board of Education of Bartow County (the "Bartow Board") may approve) of the Bartow District in the aggregate principal amount of \$45,000,000 in conjunction with the re-imposition of the sales and use tax, to be payable first from the separate account in which are placed the proceeds received by the Bartow District from the sales and use tax and then from the general funds of the Bartow District, for the purpose of providing funds to pay the cost of the Bartow Projects, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing. Such general obligation debt, if so authorized, shall be dated as of the first day of the month of delivery or such other date(s) as the Bartow Board may approve, shall be in such denomination or denominations as the Bartow Board may approve, shall bear interest from date at such rate or rates as the Bartow Board may approve but not exceeding six percent (6.00%) per annum in any year, and shall provide for interest to be payable semiannually on April 1 and October 1 in each year, beginning April 1, 2021, and for principal to mature (by scheduled maturity or by mandatory redemption, as the Bartow Board may approve) on the dates and in the amounts as follows:

<u>October 1 of the Year</u>	<u>Amount</u>	<u>October 1 of the Year</u>	<u>Amount</u>
2023	\$8,325,000	2026	\$9,360,000
2024	8,570,000	2027	9,830,000
2025	8,915,000		

The general obligation debt of the Bartow District may be issued in one or more series, and on one or more dates of issuance as the Bartow Board may approve; provided, however, that the aggregate principal amount of such general obligation debt of the Bartow District shall not exceed \$45,000,000. The general obligation debt of the Bartow District may be made subject to redemption prior to maturity, to the extent permitted by law, upon terms and conditions to be determined by the Bartow Board.

Voters desiring to vote for the re-imposition of such sales and use tax shall do so by voting "YES" and voters desiring to vote against the re-imposition of such sales and use tax shall do so by voting "NO," as to the question propounded, to-wit:

"Shall a one percent sales and use tax for educational purposes of the Bartow County School District (the "Bartow District") and the City of Cartersville School System (the "Cartersville System") 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 acquiring, constructing, and equipping one new elementary school and one new middle school (or alternatively, an addition to an existing middle school); acquiring land for future schools, instructional and administrative technology improvements (including necessary software), and school buses and other vehicles; adding to, renovating, repairing, improving, and equipping existing school buildings, athletic facilities, and other buildings and facilities useful or desirable in connection therewith; and acquiring any necessary property therefor, both real and personal, all at a maximum cost of \$120,000,000; and (2) for the Cartersville System, the cost of acquiring, constructing, and equipping of one or more new schools and other buildings and facilities useful or desirable in connection therewith; adding to, renovating, repairing, improving, and equipping school buildings, athletic facilities, and other buildings and facilities useful or desirable in connection with Cartersville Primary School, Cartersville Elementary School, Cartersville Middle School, and Cartersville High School; acquiring instructional and administrative technology improvements (including software) and school buses and other vehicles; acquiring and installing playgrounds at schools; and acquiring any necessary property therefor, both real and personal, and repaying debt incurred by the City of Cartersville for all or any of such purposes, all at a maximum cost of \$36,000,000?"

"If re-imposition 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 for the purpose set forth in clause (1) of the above question, to pay capitalized interest incident thereto, and to pay expenses incident to accomplishing the foregoing.”

The several places for holding the election shall be in the regular and established precincts of Bartow County, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election. Those qualified to vote at the election shall be determined in all respects in accordance and in conformity with the Constitution and statutes of the United States of America and of the State of Georgia.

Absentee by mail ballots will be issued by the Bartow County Board of Elections and Registration beginning March 31, 2020 through May 15, 2020. Advance voting will take place between April 27, 2020 and May 15, 2020 at various times and locations. Interested parties may contact the Bartow County Board of Elections and Registration at (770) 387-5098 for specific times and locations.

The last day to register to vote in this special election is April 20, 2020, through 5:00 p.m.

Any brochures, listings, or other advertisements issued by the Bartow Board or by any other person, firm, corporation, or association with the knowledge and consent of the Bartow Board shall be deemed to be a statement of intention of the Bartow Board concerning the use of the bond funds or interest received from such bond funds that have been invested.

This notice is given pursuant to joint action of the Board of Education of Bartow County, the Cartersville School Board, and the Superintendent of Elections of Bartow County.

BOARD OF EDUCATION OF
BARTOW COUNTY

By: _____
Chairman

CARTERSVILLE SCHOOL BOARD

By: _____
President

SUPERINTENDENT OF ELECTIONS OF
BARTOW COUNTY

BY: BARTOW COUNTY BOARD OF
ELECTIONS AND REGISTRATION

By: _____
Chairperson

Section 8. Should the general obligation debt of the Bartow District be authorized by the requisite number of qualified voters of the Bartow District, the Bartow Board shall recommend the levy of, and the Commissioner of Bartow County shall levy, an ad valorem tax upon all the property subject to taxation for school bond purposes, within the territorial limits of the Bartow District, sufficient in amount to pay the principal of and the interest on such general obligation debt of the Bartow District at their respective maturities, to the extent such principal and interest is not satisfied from the proceeds of the sales and use tax.

Section 9. The Bartow Board declares its intent to use proceeds of the general obligation debt to reimburse its General Fund for moneys used to pay expenditures related to the Bartow Projects.

Section 10. The Bartow District and the Cartersville System each intend to use any available state funds to which it may be entitled, together with any designated local funds in combination with the sales and use tax to fund the capital outlay projects described in this resolution.

Section 11. The Bartow Board and the Cartersville Board hereby acknowledge and agree that the net proceeds of the sales and use tax shall be distributed between the Bartow District and the Cartersville System according to the ratio the student enrollment in each of the Bartow District and the Cartersville System bears to the total student enrollment of both of the Bartow District and the Cartersville System. For purposes of this Section 11, student enrollment shall be based on the latest full-time equivalent count prior to the referendum called in Section 2 hereof.

Section 12. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.

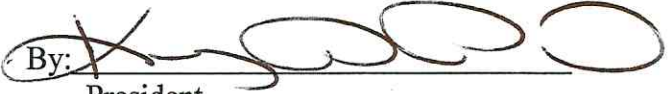
PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE, in the case of the Bartow Board, this 27th day of January, 2020.

BARTOW COUNTY SCHOOL DISTRICT

By: *Fred Little*
Chairman

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE, in the case of the
Cartersville Board, this 27th day of January, 2020.

**CITY OF CARTERSVILLE SCHOOL
SYSTEM**

By: 
President

**STATE OF GEORGIA
BARTOW COUNTY**

SECRETARY'S CERTIFICATE

I, the undersigned Secretary of the Board of Education of Bartow County, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a referendum resolution adopted by the Board of Education of Bartow County at an open public meeting duly called and lawfully assembled on the 27th day of January, 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 referendum resolution being duly recorded in the Minute Book of the Board of Education, which Minute Book is in my custody and control.

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

- Fred Kittle
- Derek Keeney
- Terry Lee Eggert
- Tony Ross
- Anna Sullivan

and that the following members were absent:

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

_____ Ayes and _____ Nays.

WITNESS my hand and the official seal of the Board of Education of Bartow County, this the 27th day of January, 2020.

Secretary, Board of Education of Bartow County

(SEAL)

**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 referendum resolution adopted by the Cartersville School Board at an open public meeting duly called and lawfully assembled on the 27th day of January, 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 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

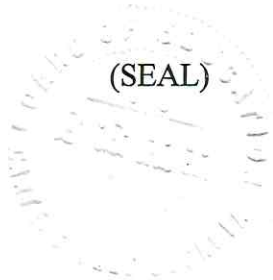
and that the following members were absent:

and that such 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 27th day of January, 2020.

(SEAL)



S. Pat Broadnax

Secretary, Cartersville School Board



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
GDOT MOU Main St at CSX

SubCategory:	Contracts/Agreements
Department Name:	Public Works
Department Summary Recommendation:	<p>This Memorandum of Understanding between GDOT and the City is for upgrades to the Main St Railroad crossing. GDOT is funding significant upgrades to the Railroad Signal equipment and is asking the City to agree to do some minor related construction work. We met with CSX and GDOT on site and based on this meeting recommend approval of this MOU.</p> <p>The design phase will be next and construction should proceed about 1 year from now according to GDOT's consultant.</p>
City Manager's Remarks:	<p>This MOU with GDOT will benefit the city by updating the electronic equipment at this signal crossing which will help if we move forward on the quiet zone railroad crossings. I recommend your approval of this agreement.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	

Memorandum Of Understanding

Project Identification Number: 0016990

Project Description: Railroad – Highway Grade Crossing Safety Improvements

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”) made and entered into this _____ day of _____, 20____, by and between the **Georgia Department of Transportation** (hereinafter “DEPARTMENT”), and the **City of Cartersville** by its Mayor and City Council (hereinafter “CITY”), (collectively hereinafter the “PARTIES”).

WHEREAS, the DEPARTMENT proposes the installation of train activated warning device upgrades (hereinafter “GATES”) on State Route 113/ Main Street at its at-grade intersection with CSX Transportation (hereinafter “RAILROAD”), identified as USDOT crossing inventory number **340441K**; and

WHEREAS, the installation of GATES requires modifications (hereinafter “ROAD IMPROVEMENTS”) to State Route 113/ Main Street, a public road that is under the jurisdiction of the DEPARTMENT; and

WHEREAS, the installation of GATES will require the adjustment or relocation of overhead or underground utility facilities including drainage systems (hereinafter “UTILITY ADJUSTMENTS”); and

WHEREAS, it is agreed that the DEPARTMENT shall be responsible for the construction of GATES and the CITY shall be responsible for the construction and handling of all ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS at the sole expense of the CITY.

NOW THEREFORE, in consideration of the forgoing and the mutual covenants contained herein, it is agreed by and between the DEPARTMENT and CITY that:

1. The DEPARTMENT by separate contracts with the RAILROAD is responsible for the design (preliminary engineering) and construction engineering of the GATES. The design and construction of GATES is contingent upon the DEPARTMENT executing an agreement or agreements (hereinafter “RR AGREEMENT”) with the RAILROAD that operate the railroad tracks at the crossing. This MOU is null and void if the DEPARTMENT has not executed the RR AGREEMENT within one year of the effective date of this MOU.
2. Exhibit A of this MOU conceptually depicts the proposed project GATES installation locations and the recommended ROAD IMPROVEMENTS including sidewalk construction, curb installations, new paving and widening of existing pavement. Exhibit B of this MOU is an estimate of the cost for ROAD IMPROVEMENTS to be provided by the CITY.

Memorandum Of Understanding

3. The CITY is responsible for determining the locations of any overhead and underground utilities that may conflict with the proposed ROAD IMPROVEMENTS and GATES installations and is responsible for UTILITY ADJUSTMENTS, if any, required to meet applicable State, City, County, Utility Company and Railroad Company standards.

4. The ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS, shall be completed by the CITY within six (6) months of the DEPARTMENT: (a) notifying the CITY that the RR AGREEMENT has been executed by the RAILROAD, and (b) confirming to the CITY that Exhibit A is the final design for the active warning device improvements (hereinafter "FINAL DESIGN"), or providing the CITY with a revised FINAL DESIGN. The ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS of a revised FINAL DESIGN shall be similar in scope and magnitude than that of Exhibit A, unless otherwise agreed to by the PARTIES.

5. The DEPARTMENT shall review and approve or disapprove any modifications to plans, details, design or specifications recommended by the CITY for the ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS beyond those illustrated in the FINAL DESIGN. The CITY assures the DEPARTMENT that the ROAD IMPROVEMENTS will be completed in accordance with the FINAL DESIGN.

6. The CITY will be responsible for coordinating with the RAILROAD for any required insurance coverage and/or flagging service expenses while working within the Right of Way of the RAILROAD. During the period of construction, the maintenance of the roadway and roadway traffic will be performed by PARTIES and/or the RAILROAD or their contractors.

7. The DEPARTMENT, by a Force Account with the railroad, will be responsible for completion of construction of the GATES within six (9) months of notification by the CITY of completion of the ROAD IMPROVEMENTS and UTILITY ADJUSTMENTS. The DEPARTMENT assures the CITY that the GATES will be completed in accordance with the FINAL DESIGN. The CITY may submit an ALTERNATE DESIGN for the DEPARTMENT's review and approval.

8. Term of this MOU shall commence on the date written above and shall remain in effect until completion of said Road Improvement Project by the CITY.

9. The DEPARTMENT upon completion of the ROAD IMPROVEMENTS by the CITY agrees to maintain the ROAD IMPROVEMENTS on the State Route at its sole expense. The DEPARTMENT agrees that the RR AGREEMENT shall require the RAILROAD to operate and maintain the GATES at no expense to the DEPARTMENT or the CITY.

Item # 8

Memorandum Of Understanding

IN WITNESS WHEREOF, this MOU is approved by the State Utilities Engineer on behalf of the Department and by _____ on behalf of the City of Cartersville he or she being duly authorized to do so by the ruling body the CITY.

Approved on behalf of the Department this _____ day of _____, 20____.
Approved on behalf of the City this _____ day of _____, 20____.

**GEORGIA DEPARTMENT OF
TRANSPORTATION:**

**CITY OF CARTERSVILLE,
GEORGIA**

Item # 8

By: _____
State Utilities Engineer

By: _____
Title: _____

This Agreement, approved by the LOCAL GOVERNMENT(S), this ____ day of _____, 20____

ATTEST:

By: _____
Treasurer

ATTEST:

By: _____
Title

Federal Employee Identification Number

MOU GDOT/Cartersville
PI# 0016990
January 14, 2020 JKP

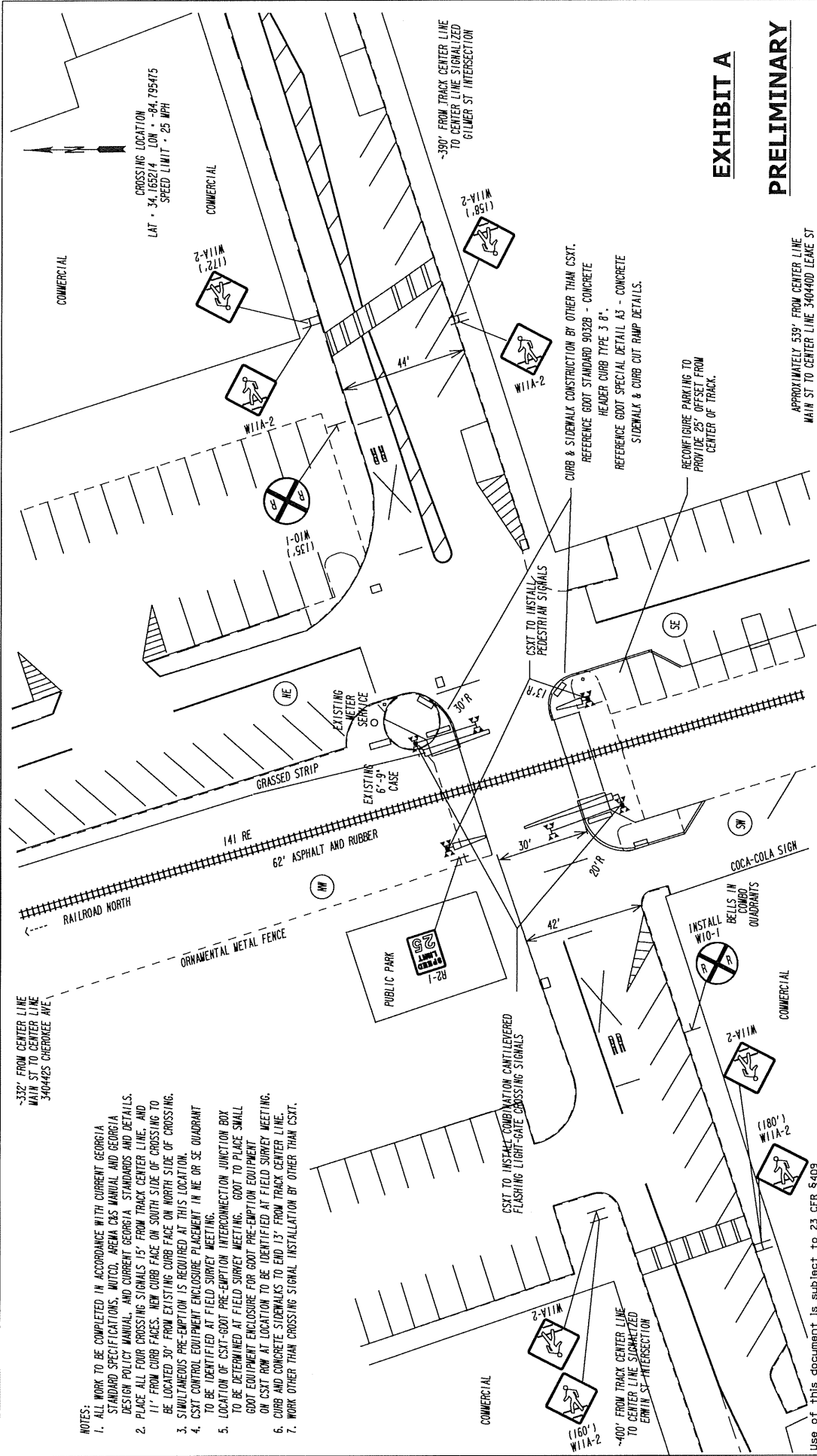


EXHIBIT A
PRELIMINARY

APPROXIMATELY 539' FROM CENTER LINE
MAIN ST TO CENTER LINE 340440 LEAME ST

- NOTES:**
1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH CURRENT GEORGIA STANDARD SPECIFICATIONS, MUTCD, AEREA CBS MANUAL AND GEORGIA DESIGN POLICY MANUAL, AND CURRENT GEORGIA STANDARDS AND DETAILS.
 2. PLACE ALL FOUR CROSSING SIGNALS 15' FROM TRACK CENTER LINE, AND 11' FROM CURB FACES. NEW CURB FACE ON SOUTH SIDE OF CROSSING TO BE LOCATED 30' FROM EXISTING CURB FACE ON NORTH SIDE OF CROSSING.
 3. SIMULTANEOUS PRE-EMPTION IS REQUIRED AT THIS LOCATION.
 4. CSXT CONTROL EQUIPMENT ENCLOSURE PLACEMENT IN NE OR SE QUADRANT TO BE IDENTIFIED AT FIELD SURVEY MEETING.
 5. LOCATION OF CSXT-GOOT PRE-EMPTION INTERCONNECTION JUNCTION BOX TO BE DETERMINED AT FIELD SURVEY MEETING. GOOT TO PLACE SMALL GOOT EQUIPMENT ENCLOSURE FOR GOOT PRE-EMPTION EQUIPMENT ON CSXT ROW AT LOCATION TO BE IDENTIFIED AT FIELD SURVEY MEETING.
 6. CURB AND CONCRETE SIDEWALKS TO END 13' FROM TRACK CENTER LINE.
 7. WORK OTHER THAN CROSSING SIGNAL INSTALLATION BY OTHER THAN CSXT.

COUNTY: BARTOW LOCATION: CARTERSVILLE ROAD: SR 113 / MAIN STREET USDOT ID: 340441K R. R. - M. P. CSXT - OWA 47.55 CSXT EMERGENCY PHONE NO. 1-800-232-0144		STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE: UTILITIES	
DATE: 10/28/19	REVISIONS:	- NOT TO SCALE -	
	ADD PROJ. SIGNALS	GEORGIA DEPARTMENT OF TRANSPORTATION	
		SR 113 - MAIN STREET @ CSXT 340441K PRELIMINARY WARNING DEVICE UPGRADE PLAN DRAWING NUMBER: 01-0001 EVALUATION DATE: 15 AUGUST 2019	

Use of this document is subject to 23 CFR §409



2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096
Telephone (770) 263-5945

Exhibit B

Preliminary Estimate

WORK TO BE DONE BY CITY FORCES					
(Bartow Co.; Cartersville, GA; SR 113 / Main Street; Inv No. 340441K; MP 0WA-47.55)					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
150-1000	TRAFFIC CONTROL	LS	1.00	\$ 2,000.00	\$ 2,000.00
210-0100	GRADING COMPLETE	LS	1.00	\$ 4,000.00	\$ 4,000.00
310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	SY	35.00	\$ 18.00	\$ 630.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP1 OR 2, INLC BITUM MATL & H LIME	TN	12	\$64.46	773.52
441-0108	CONCRETE SIDEWALK, 8 INCH	SY	172.00	\$ 53.66	\$ 9,229.52
441-5003	CONCRETE HEADER CURB, 8 IN, TP 3	LF	150.00	\$ 43.00	\$ 6450.00
653-0100	THERMOPLASTIC, PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	2	\$ 367.19	\$ 734.38
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	822	\$ 0.82	\$ 674.04
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	580	\$ 0.94	\$ 545.20
653-5701	SOLID THERMOPLASTIC STRIPE, 24 IN., WHITE	LF	48	\$ 7.44	\$ 178.56
654-1001	RAISED PVMT MARKERS TP 1	EA	0	\$	\$
654-1003	RAISED PVMT MARKERS TP 3	EA	0	\$	\$
656-0240	REMOVE EXIST SOLID TRAF STRIPE, 24 IN, THERMOPLASTIC	LF	48	\$ 3.00	\$ 144.00
656-5000	REMOVE EXIST TRAF MARKINGS - RR/HWY CROSSING SYMBOL	EA	0	\$	\$
	TOTAL				\$25,359.32

Item # 8



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Termination of Contract - Legends Sports Media

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	This a Resolution authorizing the termination of the agreement with Legends Sports Media, LLC as they have not performed any of the services required per the Agreement; and pursuant to paragraph 12(a) of the Agreement, either party may terminate the Agreement upon thirty (30) days written notice. CPRD is recommending that the thirty (30) day notice of termination be sent as required pursuant to paragraph 12(a) of the Agreement dated May 21, 2019, between the City of Cartersville, Georgia and Legends Sports Media, LLC.
City Manager's Remarks:	I recommend approval of this contract termination.
Financial/Budget Certification:	N/A
Legal:	Keith Lovell reviewed and created this documentation for the termination of this contract.
Associated Information:	N/A

RESOLUTION NO: _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING THE TERMINATION OF THE AGREEMENT WITH LEGENDS SPORTS MEDIA, LLC

WHEREAS, the Mayor and City Council approved the Legends Sports Media Sales Representative Agreement which was entered into by and between the City of Cartersville and Legends Sports Media, LLC dated May 21, 2019 (the “Agreement”); and

WHEREAS, to date, Legends Sports Media, LLC (“Legends”) has not performed any services required per the Agreement; and

WHEREAS, pursuant to paragraph 12(a) of the Agreement, either party may terminate the Agreement upon thirty (30) days written notice; and

WHEREAS, the Parks and Recreation Director recommends to the Mayor and City Council that said termination notice be sent by the Parks and Recreation Director; 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 of the termination of the Agreement dated May 21, 2019, between the City of Cartersville, Georgia and Legends Sports Media, LLC. Furthermore, the Parks and Recreation Director is hereby authorized and directed to send the thirty (30) day notice of termination as required pursuant to paragraph 12(a) of the Agreement dated May 21, 2019, between the City of Cartersville, Georgia and Legends Sports Media, LLC.

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



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Denan Media Company LLC

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>The Parks and Rec Dept is requesting for Denan Media Company, LLC to generate sports advertisements to support the department's effort to replace the scoreboards on Fields 3 & 4 of the Cartersville Sports Complex. The City is granting Denan Media Company, LLC to sell, market, and deliver Sports Advertisements on these scoreboards. Also, Denan Media Company, LLC would be allowed to place indoor ad screens on the interior of facilities, static advertising boards for outdoor facilities and rectangular light pole flags inside Dellinger Park with CPRD flags interspersed. There will be no fees paid from the City for the scoreboards on Fields 3 & 4 at the Sports Complex or for any additional advertising materials etc. Per the agreement, Denan Media Company, LLC will keep 70% of the sale of advertising space in all park facilities as well as the two (2) scoreboards on Fields 3 & 4 at the Sports Complex. The City will receive net 30% of all revenue generated from the sale of the total advertising space. CPRD will have the right of first refusal on any and all potential advertisers.</p>
City Manager's Remarks:	I recommend approval of this agreement.
Financial/Budget Certification:	N/A
Legal:	Keith Lovell reviewed & approved this contract.
Associated Information:	N/A

SPONSORSHIP ADVERTISING SALES REPRESENTATIVE AGREEMENT

This Sponsorship Sales Representative Agreement (the "Agreement") is made and effective as of February _____, 20____ ("Effective Date") by and between **DENAN Media Company LLC**, a Georgia Limited Liability company with offices located at 475 E. Main Street, Cartersville, GA 30121, (the "**Representative**") and **Cartersville Parks and Recreation Department** with a mailing address at P.O. Box 1390, Cartersville, GA 30120 (the "**Property**"). The Representative and the Property may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Property is engaged in the business of providing Recreational Space/Activities and related products ("Products"); and

WHEREAS, the Property wishes to engage the Representative as an independent sales representative to generate sponsorship funds to support the efforts and programs for the Property ("Sports, Activity, and Property Advertising") on the terms and conditions set forth below; and

WHEREAS, the Representative wishes to market, sell and deliver the Sponsorship Advertisements to individuals and companies seeking marketing opportunities ("Sports and Activities Advertising") in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

WHEREAS, Representative recognizes that all products donated and installed at Property become the legal property of the Property, and Representative ceases claim to property once installed.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein and good and valuable consideration, the Parties hereby agree as follows:

1. PURPOSE AND APPOINTMENT

The Property hereby appoints the Representative as its non-exclusive representative to represent the Property to generate Sponsorship Advertisements to support the Property's efforts to replace scoreboards, replace and/or sponsor new/existing signage, structures (trash cans, benches, wall signs, sidewalk decals, fence screens, et al), events and/or activities. The Property is granting the Representative rights to sell, market, and deliver Sponsorship Advertisements and the Representative hereby accepts the appointment and agrees to represent, promote the Sponsorship Advertisements for the Property.

2. CONFIDENTIAL INFORMATION

The Representative agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Property, or to disclose to any person, firm, or corporation without the prior written authorization of the Property, any Confidential Information of the Property. "Confidential Information" means any of the Property's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, Customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Representative by the Property, either directly or indirectly. The Representative may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Property personnel or authorized representatives or for any other purpose Property may hereafter authorize in writing.

3. NATURE OF RELATIONSHIP

Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Representative's relationship to the Property is that of an independent contractor. The Representative ~~shall have no~~

Representative's relationship to the City is that of an independent contractor. The Representative shall have no authority to bind the City to any contractual terms other than the terms set forth in this Agreement. The City shall have no authority to bind the Representative to any contractual terms other than the terms set forth in this Agreement.

4. SALE PRICE OF PRODUCTS

Sponsorship Advertisements on signage, structures, events and/or activities, or scoreboards may be sold in the form of predetermined ("Standard") asset packages or ("Custom") asset packages at a price determined by the Representative, and pre-approved by the City. The funds from the sale of the sponsorship advertisement will split between the City and the Representative. All invoicing and collections shall be the responsibility of the City.

5. ADVERTISEMENT PRODUCTS

Advertisement Products shall mean scoreboards, commercial signage, structures (i.e. trash cans, benches, wall signs, sidewalk/pavement decals, fence screens, et al. Please see Exhibit A for a detailed list of products, locations, uses, and types. During the term of this agreement City may request Representative to add new products, locations, uses, and types as they deem necessary (not currently listed in Exhibit A).

6. COMPENSATION

Both parties agree to the following terms of compensation:

- (a) Compensation. The Representative shall be entitled to retain a commission on sales ("Compensation") of the Products in or at the City, which sales are made substantially through the efforts of the Representative during the Term (or any extension of the Term). Compensation shall be payable as follows:
 - i. **Representative shall be compensated 70% of any Sponsorship Advertisement amount, and the City shall receive 30%, after net expenses for advertisement (if any).**
 - ii. **In the event of early termination for any reason, Representative shall be paid up to one year for remaining revenue due, as said revenue is received by the City..**
- (b) Expenses and Fees. Any expenses or fees incurred by each of the Parties on their own behalf in the performance of this Agreement shall be that Party's sole responsibility. After any capital improvement is financed by the Representative, the City is responsible for all maintenance and replacement of inoperable equipment.
- (c) Timing of Payment. Representative shall receive payment for all items ordered and delivered by the Sponsorship Advertisers. City shall pay the net amount due to the Representative at the conclusion of the tenth (10th) business day. The Sponsorship Advertiser shall be required to make payment directly to the City.
- (d) Taxes. The Parties are solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of services under this Agreement and for all obligations, reports, and timely notifications relating to such taxes.

7. NON-CIRCUMVENTION

The Parties hereby agree and acknowledge that during the term of this Agreement, and for a period of **twelve (12) months** after the date of the commencement of the Sponsorship Advertisement, all funds paid in the form of Sponsorship Advertisements paid by Sponsorship Advertisers and recruited by Representative will be subject to the Compensation Section, 5 (a) found herein.

8. REPRESENTATIVE'S RESPONSIBILITIES

The Representative agrees to:

- (a) Devote such time, energy, and skill on a regular and consistent basis as is necessary to sell and promote the sale of the City's Products during the Term of this Agreement;
- (b) Assist in finalizing agreements and purchase orders with each Sponsorship Advertiser, in form and substance satisfactory to the City, for such Sponsorship Advertiser's purchase of the Products;
- (c) Promptly inform the City of all sales and orders;
- (d) Maintain contact with the City via telephone, e-mail, or other agreed upon means of communication with reasonable frequency to discuss Sponsorship Advertisement activity;
- (e) Disclose any problems concerning Sponsorship Advertisers to the City; and
- (f) Perform such other sales-related services with respect to the Sponsorship Advertiser as the City may reasonably require.

9. CITY'S RESPONSIBILITIES

The City agrees to:

- (a) Fulfill the order of any Sponsorship Advertiser by posting, placing or otherwise displaying the agreed upon Sponsorship Advertisement materials, logos, marks, and/or branding;
- (b) In the event that the City fails to fulfill the order of any Sponsorship Advertiser by posting, placing or otherwise displaying the agreed upon Sponsorship Advertiser materials, logos, marks, and/or branding, the Parties agree that the City shall make any and all refunds or adjustments directly to the affected Sponsorship Advertiser and Representative shall not be liable for refunding the Compensation paid in connection with the sale of the Sponsorship Advertisement.

10. CITY'S REPRESENTATIONS AND WARRANTIES

The City hereby represents and warrants that it will provide the Representative with current and future concept information as to improvements, upgrades, or other changes in the Products.

11. FORCE MAJEURE

Neither Party will be in breach of or in default under this Agreement on account of, and will not be liable to the other Party for, any delay or failure to perform his obligations under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) Notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) Use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform his obligations under this Agreement.

12. TERM

This Agreement is effective as of the Effective Date, and shall continue in force for twelve (12) months, unless otherwise terminated (the "Term"). The Agreement may be renewed only pursuant to a separate written agreement signed by both Parties, or by the mutual agreement of the Parties to extend this Agreement by twelve (12) months.

13. TERMINATION

This Agreement may be terminated:

- (a) By either Party on provision of thirty (30) days written notice to the other Party; or
- (b) By either Party, effective immediately on receipt of written notice of termination, if any of the following events occur:
 - i. Either Party becomes the subject of a proceeding under bankruptcy, receivership, insolvency, or similar law, which is not dismissed within thirty (30) days after being instituted;
 - ii. Breach of Section 2 of this Agreement;
 - iii. The other Party fails to cure a material breach of this Agreement, other than a breach of Section 2 within ten (10) business days after receipt of written notice of such breach and opportunity to cure;
 - iv. This Agreement, or the actions of either Party, is found to be in violation of any law, other than a technical violation that is curable and cured within ten (10) business days after receipt of written notice of such violation from the non-violating Party.

14. INDEMNIFICATION

- (a) Of City by Representative

The Representative shall indemnify and hold the City harmless of and from any and all claims, damages, or lawsuits (including reasonable attorneys' fees) arising as a result of negligent, intentional, or other acts of the Representative, its employees, contractors or agents.

15. USE OF TRADEMARKS

The Parties recognize the right, title, and interest of each Party in and to all service marks, trademarks, and trade names used by the City and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the City's right, title, and interest therein, nor shall the Parties cause diminishment of value of said trademarks or trade names through any act or representation. The Parties shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, the Parties shall cease to use all of the other Party's trademarks, marks, and trade names.

16. ASSIGNMENT

The rights and the duties of the Representative under this Agreement may not be assigned or delegated without the prior written consent of the Parties.

17. SUCCESSORS AND ASSIGNS

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

18. NO IMPLIED WAIVER

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

19. NOTICE

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier or mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the City:

Tom Gilliam (tgilliam@cityofcartersville.org)

P.O. Box 1390, Cartersville, GA 30120

If to the Representative:

Tony Suber (tsuber@denanmedia.com)

475 E. Main Street, Cartersville, GA 30121

20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled. Venue and jurisdiction shall be in the Superior Court of Bartow County.

21. COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

22. SEVERABILITY

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

23. ENTIRE AGREEMENT

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

24. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY

City of Cartersville

Signature: _____

Name: Matt Santini

Title: Mayor

Date: _____

Signature: _____

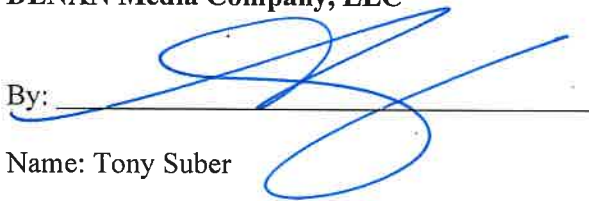
Name: Meredith Ulmer

Title: City Clerk

Date: _____

REPRESENTATIVE

DENAN Media Company, LLC

By:  _____

Name: Tony Suber

Title: CEO/Managing Partner

Date: 1/10/2020





Exhibit A

Cartersville Parks & Rec Media Assets List		
<i>Submitted by: Denan Media Company</i>		
Location	Description	Type
Dellinger Park	Concession Bldg	4' x 6' Wall Sign
Dellinger Park	Concession Bldg	4' x 6' Wall Sign
Dellinger Park	Concession Bldg/Trash	4' x 6' Wall Sign
Dellinger Park	Pavilion Bathroom Breezeway	4' x 6' Wall Sign
Dellinger Park	Pavilion Bathroom Breezeway	4' x 6' Wall Sign
Dellinger Park	Baseball/Softball Field Bldg	4' x 6' Wall Sign
Dellinger Park	Tennis Office	4' x 6' Wall Sign
Dellinger Park	Tennis Office	4' x 6' Wall Sign
Dellinger Park	(2) Lightpole Banners Pine Grove Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Pine Grove Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Pine Grove Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Pine Grove Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Pine Grove Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Pine Grove Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Indian Mound Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Indian Mound Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Indian Mound Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Indian Mound Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Indian Mound Rd Entrance	4' x 2' Banner
Dellinger Park	(2) Lightpole Banners Indian Mound Rd Entrance	4' x 2' Banner
Dellinger Park	Swimming Concession Stand - Indoor Ad Screen	43" Monitor Ad Screen
Dellinger Park	Main Office - Indoor Ad Screen	55" Monitor Ad Screen
Dellinger Park	Football Field Jumbotron LED Board (Size TBD)	LED Monitor Expansion
Civic Center	Indoor Ad Screen	55" Monitor Ad Screen
Twisters Facility	Gymnastics Indoor Ad Screen	55" Monitor Ad Screen
Twisters Facility	Gymnastics Side of Bldg - W. Cherokee Street	4' x 6' Wall Sign
Twisters Facility	Gymnastics Side of Bldg - Lee Street	4' x 6' Wall Sign
Senior Aquatic Center	Indoor Ad Screen	55" Monitor Ad Screen
Goodyear Building	Indoor Ad Screen	55" Monitor Ad Screen
Hicks Park	Concession Bldg	4' x 6' Wall Sign
Hicks Park	Concession Bldg	4' x 6' Wall Sign
Hicks Park	Concession Bldg	4' x 6' Wall Sign
Hicks Park	Restroom Bldg	4' x 6' Wall Sign
Cartersville Complex	Concession Bldg	4' x 6' Wall Sign
Cartersville Complex	Concession Bldg	4' x 6' Wall Sign
Cartersville Complex	Concession Bldg	4' x 6' Wall Sign
Cartersville Complex	Back of Dugout	4' x 6' Wall Sign Item # 10

Cartersville Complex		Back of Dugout	4' x 6' Wall Sign
Cartersville Complex		Baseball Field Fence Covering	Mesh Fencing
Cartersville Complex		Baseball Field Fence Covering	Mesh Fencing
Cartersville Complex		New Scoreboard - Field # 3	Scoreboard with 3 Ad Panels
Cartersville Complex		New Scoreboard - Field # 4	Scoreboard with 3 Ad Panels
Aubrey Gymnasium	Street	Indoor Ad Screen	55" Monitor Ad Screen
Aubrey Gymnasium	Street	Interior Ad Panel	4' x 6' Wall Sign
Aubrey Gymnasium	Street	Interior Ad Panel	4' x 6' Wall Sign
Summer Hill Pool		Swimming Concession Stand - Indoor Ad Screen	43" Monitor Ad Screen



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Two 10-ton HVAC Units

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>We are requesting to purchase HVAC Units through Meadows Heating & Air for the Gymnastics Center. A Request for Proposal was posted on December 4, 2019 for (2) 10-ton HVAC Units. We received 10 responses and chose Meadows Heating & Air based upon Carrier being a superior product to Daikin, according to reviews. Also, the contractor is local which is important regarding warranty work and maintenance of the units.</p> <p>I recommend the purchase of these HVAC units from Meadows Heating & Air in the amount of \$13,622.00. This is a budgeted item.</p>
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	Budgeted Item
Legal:	
Associated Information:	N/A

Cartersville

PARKS AND RECREATION

Bid Tall Sheet - RFP - 19-04

HVAC Package Units (2)- Cartersville Twisters Gymnasium

Contractor	location	Manufacturer	Meets Spec	Price
Meadows Heating and Air	Cartersville, GA	Carrier	Yes	\$13,622
Technology International Inc.	Lake Mary, FL	Daikin	Yes	\$12,850
Pendley Heating and Air	Cartersville, GA	Rheem	Yes	\$13,701
Pendley Heating and Air	Cartersville, GA	Carrier	Yes	\$14,098
Pendley Heating and Air	Cartersville, GA	Trane	Yes	\$15,797.80
W.J. O'Neil Contracting	Chattanooga, TN	Trane	Yes	\$15,989.00
ET-Services	College Park, GA	Carrier	Yes	\$16,351
All-Weather Heating and Air	Cartersville, GA	Trane	Yes	\$16,535
Powers Heating and Air	Chattanooga, TN	Lennox	Yes	\$16,777.00
5-Seasons Mechanical	Peachtree Corners, GA	Trane	Yes	\$21,574.90

I recommend that we use Meadows Heating and Air out of Cartersville, GA. Carrier is a superior product to Daikin according to the reviews and the contractor is local which important concerning warranty work and maintenance.



27 Freeman Street
Cartersville, GA 30120
(770) 387-0266
www.meadowsh heatingandair.com

DATE:	1/7/2020
CUSTOMER NAME:	CPRD
CUSTOMER ADDRESS:	
DAYTIME PHONE:	
EVENING PHONE:	
JOB:	RFP # 19-04 Cartersville Twisters Center

We, the Contractor, propose to furnish the following equipment, materials and labor:

Deliver:

2 - 48TCMD12A2A5-0A0A0 Carrier 10-Ton Standard-Efficiency Gas/Electric Package Units 208/230-3ph

Delivery Address:

2 Lee Street, Cartersville, GA 30120

Equipment and Delivery: \$13,622.00

Net due upon completion. Payments to be made by: Cash Check Credit Card Other

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or materials furnished until final and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. I also authorize Meadows Heating and Air, Inc. to make inquiries to verify my creditworthiness as needed.

Customer Signature _____ Date _____
Proposed By *[Signature]* _____ Date 1-7-2020

Item # 11

(2) 10 ton HVAC Package Units

Minimum Specifications as follows:

Brand Meets Specs. Yes/ No

Output: 10 tons per unit Yes

Electrical: 208/230/60 – 3 phase Yes

Product data: DX Cooling, gas heat, standard efficiency with convertible configuration. Micro-processor controls. Low Gas heat with manual outside air damper 0-50% (fld). 2 filters mounted on the wall no more than 12'

Delivery: Product must be delivered to 2 Lee Street, Cartersville, GA 30120

Delivered Price: \$ 13,622.00

Delivered Date: 1-31-2020

Name/Type: CARRIER

Model: 48TCMD12A2A5-0A0A0

Meets Specification: yes no


If not please explain:

Company: Meadows Heating and Air

Address: 27 Freeman Street, Cartersville, GA 30120

Phone #: 770-387-0266

Print Name: Joseph McWhorter

Signature:  Date: 1-6-2020



RFP # 19-04
HVAC Package Units
December 4, 2019

Cartersville Parks and Recreation Department invites your company to propose a quote on the following equipment, (2) 10-ton Package HVAC units for the Cartersville Twisters Gymnastics Center located at 2 Lee Street Cartersville, GA 30120. Product must be delivered to the Cartersville Twisters Gymnastics Center within 4-6 weeks from the date the contract is initiated. Any questions, please call Britt McGill, 770-607-6175. Please return quote by 12:00 p.m. on Tuesday, January 7th, 2020 Proposal may be e-mailed to bmcgill@cityofcartersville.org, or mailed to Britt McGill - Cartersville Parks & Recreation: P.O. Box 1390; Cartersville GA 30120) or delivered to Dellinger Park Office located at 100 Pine Grove Road, Cartersville, GA 30120. The City reserves the right to reject any or all proposals or to accept only that proposals which the City deems is in their best interest.

IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

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

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

Joseph McWhorter

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

Meadows Heating and Air

[Name of business, corporation, partnership]

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

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



Joseph McWhorter
Signature of Applicant:

1-6-2020
Date

Joseph McWhorter
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6th DAY OF January 2020

Michele M. Henson

Notary Public
My Commission Expires: 11/12/2022

* _____
Alien Registration number for non-citizens

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

SUBCONTRACTOR AFFIDAVIT

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

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

1118483
EEV/Basic Pilot Program* User Identification Number

Joseph McWhorter
BY: Authorized Officer or Agent
(Subcontractor Name)

1-6-2020
Date

Owner
Title of Authorized Officer or Agent of Subcontractor

Joseph McWhorter
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6th DAY OF January, 2020

Michele M. Henson
Notary Public

My Commission Expires:
11/12/2022



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

CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

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

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

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

1118483
EEV/Basic Pilot Program* User Identification Number

BY: Joseph McWhorter
Authorized Officer or Agent
(Contractor Name)

1-6-2020
Date

Meadows Heating and Air
Contractor/Entity Name

Owner
Title of Authorized Officer or Agent of Contractor

27 Freeman Street, Cartersville, GA 30120
Contractor Address

Joseph McWhorter
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6th DAY OF January, 2020

Michele M. Henson
Notary Public

My Commission Expires:

11/12/2022



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



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Four 5-Ton HVAC Units

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>We are requesting to purchase HVAC Units through Meadows Heating & Air for the Aubrey Street Gymnasium. We posted a Request for Proposal on December 4, 2019 for (4) 5-ton HVAC Units. We received 11 responses and chose Meadows Heating & Air based upon Carrier being a superior product to Daikin, according to reviews. Also, the contractor is local which is important regarding warranty work and maintenance of the units.</p> <p>I recommend the purchase of these HVAC units from Meadows Heating & Air in the amount of \$15,417.00.</p>
City Manager's Remarks:	This is not a budgeted amount, but funds are available within the recreation department for this purchase.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Cartersville

PARKS AND RECREATION

Bid Tall Sheet - RFP - 19-05

HVAC Package Units (4) - Aubrey Street Recreation Gym

Contractor	location	Manufacturer	Meets Spec	Price
Meadows Heating and Air	Cartersville, GA	Carrier	Yes	\$15,417
Technology International Inc.	Lake Mary, FL	Daikin	Yes	\$13,872
Airbender HVAC	Atlanta, GA	Goodman	Yes	\$15,959
Pendley Heating and Air	Cartersville, GA	Carrier	Yes	\$16,006
Pendley Heating and Air	Cartersville, GA	Trane	Yes	\$16,526.15
Pendley Heating and Air	Cartersville, GA	Rheem	Yes	\$16,816.83
Powers Heating and Air	Peachtree City, GA	Lennox	Yes	\$16,931
ET - HVAC	College, Park GA	Carrier	Yes	\$18,650
Johnson Controls	Roswell, GA	York	Yes	\$20,460.96
All-Weather Heating and Air	Cartersville, GA	Trane	Yes	\$20,500.00
5-Seasons Mechanical	Peachtree Corners, GA	Trane	Yes	\$26,975.40

I recommend that we use Meadows Heating and Air out of Cartersville, GA. Carrier is a superior product to Daikin according to the reviews and the contractor is local which important concerning warranty work and maintenance.



27 Freeman Street
 Cartersville, GA 30120
 (770) 387-0266
 www.meadowsh heatingandair.com

DATE:	1/7/2020
CUSTOMER NAME:	CPRD
CUSTOMER ADDRESS:	
DAYTIME PHONE:	
EVENING PHONE:	
JOB:	RFP # 19-05 Aubrey Street Gym

We, the Contractor, propose to furnish the following equipment, materials and labor:

Deliver:

4 - 48VL-E601153-GP Carrier 5-Ton 14 SEER 115,000 BTU Gas/Electric Package Units 208/230-1ph

Delivery Address:

25 Aubrey Street, Cartersville, GA 30120

Equipment and Delivery: \$15,417.00

Net due upon completion. Payments to be made by: Cash Check Credit Card Other

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or materials furnished until final and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. I also authorize Meadows Heating and Air, Inc. to make inquiries to verify my creditworthiness as needed.

Customer Signature _____ Date _____

Proposed By Jessie Hart Date 1-7-2020

Item # 12

(4) 5-ton HVAC Package Units

Minimum Specifications as follows:

Brand Meets Specs. Yes/ No

Output: 5 tons per unit Yes

Electrical: 208/230/1 single phase Yes

Seer Rating: 14-seer Yes

Product data: R-410A, convert package gas/electric
115,000Bru/h, 1-2" filter frame (fld)
Manual fresh air damper (fld), crankcase heater Yes

Delivery: Product must be delivered to 25 Aubrey Street, Cartersville , GA 30120

Delivered Price: \$15,417.00 Delivered Date: 1-31-2020Name/Type: CARRIER Model: 48VL-E601153-GPMeets Specification: yes/noIf not please
explain:

Company: Meadows Heating and AirAddress: 27 Freeman Street, Cartersville, GA 30120Phone #: 770-387-0266Print Name: Joseph McWhorterSignature:  Date: 1-6-2020



RFP # 19-05
HVAC Package Units - ASG
December 4, 2019

Cartersville Parks and Recreation Department invites your company to propose a quote on the following equipment, (4) 5-ton Package HVAC units for the Aubrey Street Recreation located at 25 Aubrey Street, Cartersville, GA 30120. Product must be delivered to the Aubrey Street Gym within 4-6 weeks from the date the contract is initiated. Any questions, please call Britt McGill, 770-607-6175. Please return quote by 12:00 p.m. on Tuesday, January 7th, 2020 Proposal may be e-mailed to bmcgill@cityofcartersville.org, or mailed to Britt McGill - Cartersville Parks & Recreation: P.O. Box 1390; Cartersville GA 30120) or delivered to Dellinger Park Office located at 100 Pine Grove Road, Cartersville, GA 30120. The City reserves the right to reject any or all proposals or to accept only that proposals which the City deems is in their best interest.

IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, PROVIDER must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

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

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

Joseph McWhorter

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

Meadows Heating and Air

[Name of business, corporation, partnership]

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

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



Joseph McWhorter
Signature of Applicant:

1-6-2020
Date

Joseph McWhorter
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6th DAY OF January 2020

Michele M. Henson

Notary Public
My Commission Expires: 11/12/2022

* _____
Alien Registration number for non-citizens

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

SUBCONTRACTOR AFFIDAVIT

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

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

1118483
EEV/Basic Pilot Program* User Identification Number

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

1-6-2020
Date

Owner
Title of Authorized Officer or Agent of Subcontractor

Joseph McWhorter
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6th DAY OF January, 2020

[Signature]
Notary Public
My Commission Expires:
11/12/2022



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

CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

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

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

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

1118483
EEV/Basic Pilot Program* User Identification Number

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

1-6-2020
Date

Meadows Heating and Air
Contractor/Entity Name

Owner
Title of Authorized Officer or Agent of Contractor

27 Freeman Street, Cartersville, GA 30120
Contractor Address

Joseph McWhorter
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6th DAY OF January, 2020
Michele M. Henson
Notary Public
My Commission Expires:
11/12/2022



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



City of Cartersville

**City Council Meeting
2/6/2020 7:00:00 PM
Removal of Cook Street Fuel Station Equipment**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The Garage Department has received proposals from three firms to remove the two 12,000 gallon unleaded and diesel tanks, fuel dispensers and underground piping. The total cost to remove this equipment and complete the required paperwork for the State is \$23,318 from MDDI out of Athens. I recommend approval of the proposal from MDDI.
City Manager's Remarks:	The removal of the old fuel station tanks and equipment will be the last step in the demolition that was started several years ago when we had sinkholes at this city site. I recommend approval of this work by MDDI.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

MDDI**150 Greystone Terrace****Phone 770-922-6369****Athens, Georgia 30606****Fax 770-388-7034**

January 23,2020

Mr. Bill Trott
 Supervisor
 Garage Services
 City of Cartersville
 500 S. Tennessee Street
 Cartersville, Ga. 30102

Re: Tank Removal

Dear Sir

We are pleased to quote a price of \$23,318.00 (TWENTY THREE THOUSAND THREE HUNDRED EIGHTEEN and NO/100 DOLLARS) to provide the following services for the removal of the existing tanks, piping and equipment at your existing facility:

This price is broken down as follows:

Remove Island, dispensers and piping and soil test as required \$3,400.00
 Remove 2- 12,000 gallon tanks \$19,918.00

Work is as follows:

File GUST 29 form with EPD for removal
 Remove existing equipment from the island and dispose of as directed
 Remove concrete as needed over the piping and island
 Remove and dispose of the piping
 Remove concrete over the tanks (see Note)
 Prepare tanks for removal
 Excavate and remove the two existing 12,000 gallon tanks
 Dispose of the tanks
 Take required soil samples and deliver to lab for testing
 Backfill hole to ground level with ½" minus crushed stone capped by crusher run
 File closure reports with EPD as required

NOTES:

Price based on the following:
 Concrete over tanks to be removed by the City of Carterville to a minimum distance of 12' from the center of the tanks to facilitate removal
 Clean closure- NO CONTAMINATION
 No rock or utilities in excavation areas
 Concrete to be either placed back in the excavation hole or hauled off by the city for use as fill or disposal

Thank you for the opportunity to quote this project and we are looking forward to working with you on this project.

Respectfully Submitted

MDDI, llc

D.L. Mann, P.E.

D. L. Mann P.E.



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Bartow County Grantwriting Invoice

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The city has received our semi-annual invoice from Bartow County for our shared Grantwriting Department. I recommend approval of this invoice in the amount of \$43,786.12.
City Manager's Remarks:	I recommend approval of this invoice for shared grant writing services with the Bartow County Grantwriting Department.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

**STEVE TAYLOR, COMMISSIONER
BARTOW COUNTY
P.O. BOX 543
135 W. CHEROKEE AVE., SUITE 251
CARTERSVILLE, GEORIGIA 30120
770-387-5030**

January 10, 2020

TO: CITY OF CARTERSVILLE
P. O. BOX 1390
CARTERSVILLE, GA 30120

TO BILL YOU FOR CLERICAL ASSISTANT TO GRANTWRITING DEPARTMENT
FROM JULY 1, 2019 THROUGH DECEMBER 31, 2019

SALARY	\$	25,340.56
FICA	\$	1,938.56
LONG TERM DISABILITY	\$	50.70
WORKER'S COMP INSURANCE	\$	174.86
GROUP INSURANCE	\$	9,312.78
RETIREMENT	\$	6,968.66
TOTAL	\$	43,786.12

C. Dan
JAN 14 2020



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
AutoMox Patching Software

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	Fiber Department would like to purchase a software program that will automate the install (or removal) of security patches for all city computers. This software is called AutoMox and it will allow us to not only patch and upgrade all of our software remotely, but it will also give us the ability to make configuration changes to all PC's at once. I recommend approval of this purchase for one year in the amount of \$12,600.
City Manager's Remarks:	I recommend approval of this software purchase.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Get endpoint management off your plate - for good.

Customer: City of Cartersville, GA
Contact: Steven Grier
Email: sgrier@cartersvillega.gov
Address: 1 N Erwin Street P.O. Box 1390
Cartersville, GA 30120

Date: Jan 17, 2020
Valid through: Mar 31, 2020

Discounted Annual Pricing

Table with 6 columns: Total # of Endpoints, Monthly cost per endpoint, Monthly Cost, Annual Savings, Number of Months, Due at Signing. Values: 350, \$3.00, \$1,050, \$12,600, 12, \$12,600.00

* list rate is \$5 annually or \$6 monthly per endpoint per month

5 Year Multi Discounted Pricing

Table with 6 columns: Total # of Endpoints, Monthly cost per endpoint, Monthly Cost, Annual Savings, Number of Months, Due at Signing. Values: 350, \$2.85, \$997.50, \$13,230, 60, \$59,850

Includes all software upgrades and new releases

Discounted Annual Option: Customer will be charged up front for 36 months at the "Due at Signing total" reflected in this Agreement. To the extent Customer goes above the total number of systems listed herein in a given month, each endpoint added above subscription will be billed at the same rate annualized, prorated for the rest of your term.

- By signing this order, the Customer agrees to the terms of service found at https://www.automox.com/terms-of-service
- Net 15 day terms for purchase orders

Signature:
Name:
Date:
Email:
Accounting Contact & Email:



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Cherokee Truck Equipment Repair Invoice

SubCategory:	Bid Award/Purchases
Department Name:	Garage
Department Summary Recommendation:	The Garage Department had to order a new main boom cylinder and tip boom extension cylinder for the Solid Waste Department's Claw Truck. The main boom cylinder has been repaired three times and could no longer be repaired and the tip boom extension was bent, so both items had to be replaced. I recommend approval of the invoice in the amount of \$5,933.41 to Cherokee Truck Equipment, LLC.
City Manager's Remarks:	This is a cost of being in the Solid Waste business and I recommend approval of this purchase.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Invoice**Cherokee Truck Equipment, LLC**

Cherokee Truck Equipment, LLC
 550 Discovery Place
 Mableton, GA 30126

Order #	Date
75153	01/16/2020



Bill To:
CITY OF CARTERSVILLE P.O. BOX 1390 CARTERSVILLE, GA 30120

Customer: CITY OF CARTERSVILLE

Ship To:
CITY OF CARTERSVILLE 500 SOUTH TENNESSEE STREET CARTERSVILLE, GA 30120

Contact: CITY OF CARTERSVILLE
 PO Number: GARAGE 6235

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
GWilliamson	Net 30 Days	Origin	Bestway		12/30/2019

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Drop Ship	801-0075 - PIN	\$75.48	1.00 ea	\$ 75.48
2	Drop Ship	801-0119 - PIN	\$86.87	1.00 ea	\$ 86.87
3	Drop Ship	17679D - MAIN BOOM CYLINDER	\$3,636.345	1.00 ea	\$ 3,636.345
4	Drop Ship	7001004 - TIP BOOM EXT CYLINDER	\$1,308.12	1.00 ea	\$ 1,308.12
5	Drop Ship	NL994035 - PUMP	\$677.55	1.00 ea	\$ 677.55
6	Shipping	FREIGHT - SHIPPING	\$149.04	1.00 ea	\$ 149.04
7	Tax	AVATAX - Tax line value imported from AvaTax.	\$0.00	1.00 ea	\$ 0.00

CJ Garage
 JAN 16 2020

Remit to Address: PO Box 23546, Chattanooga TN 37422

Credit card payments over \$2,000 are subject to a 2.5% processing fee. Interest will be added for past due accounts at the rate of 1.5% per month from due date. In the event of default and this account is turned over to an attorney for collections, customer agrees to pay all reasonable charges (attorney's fee and court costs) for collection in addition to charges in full for services rendered and listed hereon. Any dispute or other legal action concerning this invoice, including any arbitration or litigation proceedings shall be conducted in Hamilton County, Tennessee.

Subtotal: \$5,933.41
Sales Tax: \$0.00
Total: \$5,933.41



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Underground Crew Truck Replacements

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	<p>The Electric Department is requesting authorization to purchase 2 trucks to replace our 12-1/2 and 16-year old trucks. The trucks racked up extreme maintenance and repair costs this past year and are no longer reliable or financially viable. The newer trucks have the increased capability to better support the fleet of equipment we have purchased over the years since we've had the existing UG trucks.</p> <p>The quote is a sole-sourced item from Altec for a not to exceed cost of \$145,000 each.</p> <p>One truck was included in the current budget and the 2nd truck will be in the FY20-21 budget. Based on the expected 8 to 9-month delivery time, we are proposing to order both trucks simultaneously. This should allow the trucks to arrive in time to pay for one truck under the current budget, and one truck under the upcoming budget. We will also benefit from a \$1,150 discount per truck if we order them simultaneously.</p>
City Manager's Remarks:	Your approval of the purchase of these trucks is recommended.
Financial/Budget Certification:	The purchase of one of these trucks has been budgeted in the FY 2020 budget. The other truck purchase is scheduled to be included in the FY 2021 budget, and has yet to be approved as we are still in FY 2020. The Electric Department wants to order two of these trucks because the delivery time is 8-9 months away. Therefore, both trucks will be paid in FY 2021. If only one truck is approved, the other truck will have to be re-bid, will be delivered at a much later date in FY 2021, and possibly have an increase in price. As the Electric Department has stated, both of the current trucks being used are a major maintenance expense to the department and not reliable.
Legal:	
Associated Information:	

Cover Memo

January 22, 2020
Our 91st Year

Ship To:
CITY OF CARTERSVILLE
ALTEC GEORGIA SERVICE CENTER
287 FIRST STREET
FOREST PARK, GA 30297
US

Bill To:
CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120-0000
United States

Altec Quotation Number: 607678 - 2
Account Manager: Travis Wayne Beish
Technical Sales Rep: Nolan James Hazlett

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Unit & Hydraulic Acc.</u>			
1.	Reservoir, 30 Gallon	1	
2.	HVI-22 Hydraulic Oil (Standard).	35	
3.	Standard Pump For PTO	1	
4.	Hot shift PTO for automatic transmission	1	
5.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
6.	Braden PD35 Hydraulic Front Winch And Bumper Package, Planetary Gear 35,000 LB Single Speed Winch With Tool Box And No Extended Shaft. Includes emergency stop switch mounted near winch, with indicator light in cab.	1	
7.	150' of 3/4 Winch Cable	1	
8.	Winch Controls, Dual Location (In-Cab And Remote Mounted), Air, Single Axis Control Levers (Non-Meterable), Altec Preferred Dual Location Air Controllers	1	
<u>Body</u>			
9.	Altec Body	1	
10.	Steel Body	1	
11.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	
	A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel.		

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Item # 17

Page 1 of 10

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<ul style="list-style-type: none"> B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. C. Heavy-Gauge Welded Steel Frame Construction. D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection. E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened. F. Steel Treated For Improved Primer Bond And Rust Resistance. G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing. H. B-Line Channel Installed In Compartments 		
12.	Smooth Galvanneal Steel Floor	1	
13.	Line Body (L)	1	
14.	Finish Paint Body Altec White	1	
15.	Undercoat Body	1	
16.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
17.	94" Body Width	1	
18.	40" Body Compartment Height	1	
19.	Custom Body Compartment Depth 18"	1	
20.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	8	
21.	Stainless Steel Rotary Paddle Latches With Keyed Locks	8	
22.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
23.	Standard Master Body Locking System (Located at Rear)	8	
24.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
25.	Chains On All Horizontal Doors	1	
26.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
27.	132" Overall Canopy Length	1	
28.	Custom Canopy Height 76" Overall Height from Floor to Canopy Top	1	
29.	Canopy Depth To Be Maximum Allowable For Sidepack Depth	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
30.	132" Long Stationary Roof - Single Piece	1	
31.	Pair of Swing-Out Doors, Hinged on Sides	1	
32.	Gas Shock (Gas Spring) Rigid Door Holders For Rear Canopy Door(s)	1	
33.	Additional Canopy Exterior Option Two(2) drop down access doors with paddle latches, located at rear of body. -One on each side of swing-out doors, midway up body. -Will allow access to stationary shelves. Reference photo in TC.	1	
34.	LED dome lights installed in canopy One near front and one near rear of body.	2	
35.	Full-Length Stationary Shelf Installed On Canopy Wall Both Sides	3	
36.	Additional Canopy Interior Option E-Track mounted on both sides of cargo wall, as high as possible before stationary shelving.	1	
37.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
38.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
39.	1st Horizontal (SS) - Vacant	1	
40.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
41.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
42.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
43.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
44.	1st Vertical (CS) - First and Second Verticals Combined, Opened With Two (2) Overlapping Doors	1	
45.	Custom 1st Vertical (CS) Compartmentation Blanket arm to be mounted as high as possible to allow storage of hoods in bottom bin -Hooks to hang blankets on should be at 0", 16 1/2" and 33 1/4" -They must be able to hang blankets on both sides -The customer will provide the rubber blanket for manufacture to ensure no wrinkles are on the blanket when hung up -Hooks should tall enough so that the bottom of the blanket does not touch the bottom of the compartment	1	

Reference Same Arm from Body Item #970185487-2657646 and Body Job #32125657

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
46.	1st Vertical (CS) - Inverter Storage Inside Of Body Compartment With Guard And Provisions For Remote GFCI Receptacle (Mounted On Top Shelf Unless Otherwise Specified)	1	
47.	2nd Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
48.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 8" Centers	1	
49.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
50.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	3	
51.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
52.	Small Steel Grab Handle Installed At Rear One at each side of swing-out doors.	2	
53.	Custom Grab Handle Two(2) grab handles, located at entrance of canopy. -Bottom of handles to be mounted 1 foot from cargo floor. -Top of handles should be mounted on to second shelf. -One each side. Reference photo in TC.	1	
54.	Ladder Hold Down J Hook Four(4) Total Hooks, mounted on curb side of canopy body. -Bottom Hooks flush with compartment tops, top hooks mounted directly above bottom hooks. -Reference photos in TC.	1	
55.	Additional Body Option Rear Step Bumper to run full width of body. Includes two(2) fold down steps mounted on back of bumper. -Each step needs to have two (2) rungs Reference photo in TC.	1	
<u>Body and Chassis Accessories</u>			
56.	ICC Underride Protection	1	
57.	T-100 Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)	1	
58.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
59.	Mud Flaps With Altec Logo (Pair)	1	
60.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Handle (Pair)		
61.	Ring Style Cone Holder For Installation On A Front Bumper (Holds up to four 15"x15" large cones) Mounted on curbside front bumper to allow for winch to be centered	1	
62.	Vinyl manual pouch for storage of all operator and parts manuals	1	
<u>Electrical Accessories</u>			
63.	Compartment Lights Wired To Dash Mounted Master Switch	1	
64.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
65.	Custom Strobe Light Six(6) surface mounted oval strobes at rear: -Two(2) yellow lights below grab handles. (One each side) -Two(2) clear lights below yellow strobes. (One each side) -Two(2) clear lights midway between drop down doors and top of body. Reference photo in TC.	6	
66.	Custom Corner Strobe System Ten(10) Strobes: -Two(2) yellow lights above chassis wheels -Four(4) red lights, one at each top corner of body compartments. -Two(2) yellow strobes at top of grille. -Two(2) white strobes below yellow strobes. Reference photos in TC.	1	
67.	Strobe Lights Wired Battery Hot	1	
68.	Directional Light Bar, Amber, LED, 42" Long Centered at top of rear of body.	1	
69.	Flood Light, LED, With Aluminum Housing, 4.25" W x 4.25" H, No Switch on the Light One(1) to be mounted near each corner of the canopy (2 each side of body). -Switch in dash.	4	
70.	Flood Light, LED, Telescopic Mounted at Altec's recommended location, unless otherwise stated by customer.	1	
71.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1	
72.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio	1	
A.	7" Color LCD Monitor With LED Backlighting And Proximity Indicators		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<ul style="list-style-type: none"> B. 2 Inputs With Independent Triggers C. Heated Infrared Camera With Day/Night Sensor And Audio D. Mirror/Normal View E. IP68 Rated F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical) G. 20 Meter Cable Assembly 		
73.	7-Way Trailer Receptacle (Blade Type) Installed At Rear	1	
74.	Custom Inverter Honda Predator SKU 63584 -3500 Watt Inverter/Generator -To be mounted on a pull out shelf -Compartment Location 1st vert CS - Verify location at PAM	1	
75.	Inverter Wired Ignition Hot with Dash Mounted Switch	1	
76.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure One (1) located at front of body, on curbside. To be just below compartment top. One (1) located at rear of body, on street side between grab handle and FMVSS lighting. Reference photos in TC.	2	
77.	Additional Electrical Accessory Thern 1,000 Davit Crane (5PT10-E4DC) -12V DC Winch -Pedestal Base -Installed just inside of canopy, street side.	1	
<u>Finishing Details</u>			
78.	Apply Non-Skid Coating to all walking surfaces	1	
79.	English Safety And Instructional Decals	1	
80.	Vehicle Height Placard - Installed In Cab	1	
81.	Focus Factory Build	1	
82.	Delivery Of Completed Unit	1	
83.	Inbound Freight	1	
84.	EB6-132D-S	1	

Chassis

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
85.	Chassis	1	
86.	Altec Supplied Chassis	1	
87.	2020 Model Year	1	
88.	Freightliner M2-106 Electronic Locking Differential	1	
89.	4x2	1	
90.	84 Clear CA (Round To Next Whole Number)	1	
91.	Crew Cab (Full Double Cab With Four Full Length Doors)	1	
92.	Chassis Cab	1	
93.	Chassis Color - White	1	
94.	Cummins L9	1	
95.	Allison 3000 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
96.	GVWR 31,000 LBS	1	
97.	10,000 LBS Front GAWR	1	
98.	Spring Suspension	1	
99.	21,000 LBS Rear GAWR	1	
100.	Air Brakes With Tractor package to utilize large trailer air brakes	1	
101.	Park Brake In Rear Wheels	1	
102.	016-101 - Freightliner Exhaust (Right-Horizontal-Back of Cab - Horizontal)	1	
103.	Freightliner - Clear Area Around Allison PTO Openings (362-824) and (363-011)	1	
104.	Freightliner - Radiator (1100 Square Inch) for ISL/L9 or DD8.2 (DS) (266-013)	1	
105.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
106.	Freightliner PTO Throttle Wiring for Automatic Transmission (163-004) (148-074) (87L-003)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
107.	Freightliner Transmission Dipstick Tube Enters Curbside of Transmission (346-013)	1	
108.	Freightliner/Allison Body Builder Connection (34C-001)	1	
109.	No Prewire Chassis	1	
110.	No Idle Engine Shut-Down Required	1	
111.	50-State Emissions	1	
112.	Clean Idle Certification	1	
113.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
114.	Other Chassis DEF Tank 23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
115.	Front Frame Extensions	1	
116.	Battery Under Cab Left Hand	1	
117.	No Air Horn	1	
118.	AM/FM Radio	1	
119.	Air Conditioning	1	
120.	Cloth Split Bench Seat	1	

Additional Pricing

121.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
------	---	---	--

Total 145,000.00

Altec Industries, Inc.

BY _____

Nolan James Hazlett

Notes:

1 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

- Outrigger pads (When Applicable)
- Fall Protection System
- Fire extinguisher/DOT kit
- Platform Liner (When Applicable)
- Altec Sentry Training
- Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

2 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

3 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

4 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

- 5 F.O.B. - Destination
- 6 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
- 7 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
- 8 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.
- 9 Interest charge of 1/2% per month to be added for late payment.
- 10 Any payment made by a credit card may be subject to a surcharge fee.
- 11 Delivery: 330-360 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.
- Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.
- 12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.
- All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.
- Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.
- 13 This quotation is valid until MAR 19, 2020. After this date, please contact Altec Industries, Inc. for a possible extension.
- 14 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 15 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 16 Please direct all questions to Travis Wayne Beish at 404-558-4698



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
WPCP – Flygt Mixer Repair #2

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>The ongoing Nutrient Removal Upgrade Project at the Water Pollution Control Plant (WPCP) has progressed to work on existing structures. All salvageable equipment from existing structures is returned to the City. Recently, another Flygt 4660 submersible mixer (the first was returned in December 2019) was removed. The mixer has been evaluated by Flygt and found to be salvageable. Flygt can rebuild the unit for \$12,209.00. A new unit costs \$30,557.00. This quote is approximately \$2,500 more than in December due to the need to replace the protective disc and additional bearing work.</p> <p>I recommend approval of the rebuild proposal from Xylem/Flygt in the amount of \$12,209.00. This unit will serve as a spare for any of the other six (6) submersible units currently in use throughout the plant. This is a budgeted item.</p>
City Manager's Remarks:	I recommend approval of this flygt mixer repair.
Financial/Budget Certification:	All expenses will pass through account 5050.330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	



Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-ATL-0301

Date: 11/21/2019

Page 1 of 5

Tag #: 0930

JobName: Water Plant P6

Customer Information

Company Name: CITY OF CARTERSVILLE

Contact: BART SEARS

Address

Telephone: 678 247 4069

PO BOX 1390

Telephone:

CARTERSVIL GA30120

Fax:

Email:

Following is an estimate regarding the repair of your Flygt mixer.

Product Identification

Product Number:

Serial Number: 4660.490-0680103

Model:

Impeller Code:

HP: 0

Volts: 0

Phases: 0

Inspection Information

Inspected By: Andrew Stephens

Motor Data: Wire Configuration: U1:Red V1:Black W1:White

Megger to ground: R 550 B 550 W 550

Sensors:

Resistance through cable: RB 0.36 RW 0.36 BW
0.36

FLS

Stator Condition: Good

CLS

Shaft Condition: Good

KLIX

Oil Condition: Unusable

Bearing

Inspection Plugs:

Cable

Hydraulic: Impeller/Propeller Condition: Good

Cable Condition: Unusable

Volute Condition: Good

Cable Length: 50

Flygt Products

90 Horizon Drive , Suwanee GA 30024

PH: (770) 932-4320

FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-ATL-0301

Date: 11/21/2019

Page 2 of 5

Tag #: 0930

JobName: Water Plant P6

Hydraulic Type:

Installation

Type:

Control

Discharge Size:

tripped

MFV

Primary Requirement: cable cut, seal failure , main bearing washed out

Repair/Service Requirements and remarks

Seal failure caused water to get inside the housing resulting in damaged bearings. The cable was cut. The motor condition its good and balanced. We noticed the blade protective shield was damaged and bent. The terminal board was full of water causing corrosion in the brass links. The FLS switch was tripped. The bearing housing was damaged caused by main bearing washed out and failure.

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
1	569 68 00	TERMINAL BOARD UNIT	\$320.00	\$320.00
1	665 68 04	# KIT,REPAIR BASIC R/B 8162400	\$3,090.00	\$3,090.00
1	690 80 01	DISC,PROTECTIVE COMPLETE	\$2,030.00	\$2,030.00
1	569 90 11	HOUSING,BEARING CI	\$2,598.00	\$2,598.00
1	585 23 00	SLEEVE,STEEL	\$436.00	\$436.00
1	596 37 04	WASHER,STEEL	\$52.00	\$52.00
1	569 65 00	HOUSING,OIL PLASTIC	\$322.00	\$322.00
50	94 21 06	CABLE,SUBCAB AWG 10/3-2-1-GC+ 21.3MM	\$22.00	\$1,100.00
2	84 18 02	GROMMET,NBR 23ID 52OD 26L	\$31.00	\$62.00
1	597 98 02	RING,ALUM	\$53.00	\$53.00
4	82 42 72	WASHER,SS 34MM ID 52MM OD	\$25.00	\$100.00
1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$234.00	\$234.00
		Total Price		\$10,397.00

Flygt Products

90 Horizon Drive , Suwanee GA 30024

PH: (770) 932-4320

FX: (770) 932-4321





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-ATL-0301

Date: 11/21/2019

Page 3 of 5

Tag #: 0930

JobName: Water Plant P6

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
1	14-69 00 22C	ENV FEE 11-50HP NO TAX TM ENVIRONMENTAL FEE	\$70.00	\$70.00
1	14-69 00 25A	SHOP SUPPLIES-MEDIUM PUMPS TM MISC SHOP SUPPLIES FOR REPAIR	\$52.00	\$52.00
9	14-69 00 02C	LABOR,SVC FLYGT,NO TAX Z3-TM MODELS: 4000	\$130.00	\$1,170.00
4	14-69 00 02C	LABOR,SVC FLYGT,NO TAX Z3-TM MODELS: 4000 FM measurements	\$130.00	\$520.00
		Total Price		\$1,812.00

Total Price: \$12,209.00

Product Replacement

Product Number: 4660.492-ZZZZ

Estimated Delivery: 0 Weeks

Cost of New Unit: \$30,557.00

Description:

Flygt Model SR-4660 Submersible Mixer, Stainless steel (ASTM 304), equipped with a 460 Volt/ 3 phase / 60 Hz 15 HP 580 RPM motor, Prop 5" with Jet ring, 50 Ft. length of SUBCAB 4G6+2x1.5 submersible cable, C/W FLS leakage detector

Terms

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

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

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

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

Terms of payment: 100% N30 after invoice date.

Delivery is not included in this repair estimate unless specifically stated.

Please note: If additional repair requirements are identified during service, the total cost of your repair may



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





Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-ATL-0301

Date: 11/21/2019

Page 4 of 5

Tag #: 0930

JobName: Water Plant P6

change. Should this occur, we will contact you for approval before proceeding.

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

Andrew Stephens

Phone:

Fax:



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Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2019-ATL-0301

Date: 11/21/2019

Page 5 of 5

Tag #: 0930

JobName: Water Plant P6

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above.

Repair

Replacement

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To:

Will Pick Up

Deliver

Ship To

Ship/Delivery Address:

Bill To:

Taxable:

Yes

No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



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





City of Cartersville

**City Council Meeting
2/6/2020 7:00:00 PM
WPCP Motor Control Center Maintenance**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>The Water Pollution Control Plant (WPCP) has two main electrical buildings (North & South). Both buildings have multiple motor control centers (MCC) which act as breakers for each load (motor, lights, mixers, etc.). When attempting to cut power for construction related activities, a failure of multiple MCCs occurred. When we flipped the breaker to kill multiple loads, the power did not drop out. Power was interrupted by dropping the main power supply to the building which caused the loss of all treatment units powered from the South Electrical Building.</p> <p>The root cause of the failures was a combination of corrosion, weak springs and improperly adjusted contacts in several MCC buckets. Electrical Testing, Inc. (ETI) was asked to provide a quote to service all MCC buckets (86) and line voltage breakers (6) in the plant that are not being replaced in the construction project. They have provided a quote for \$12,850.00.</p> <p>The lack of ability to cut power in the South Electrical Building is causing problems with waste treatment during a construction induced black out. I would like to sole source this work to ETI as we need to get those MCCs working properly as fast as possible. Additionally, ETI has won this type of work repeatedly when we have bid in the past as in April 2019 when similar work was performed on other equipment at both the water and wastewater plants. The ETI charge at that time was less than half their competitors. We have never had an issue with their work and they always adhere to their planned outage schedule.</p> <p>I recommend approval of the ETI quote in the amount of \$12,850.00.</p>
City Manager's Remarks:	I recommend approval of this repair work.
Financial/Budget Certification:	This is a budgeted item and will be paid from the plant maintenance account 505.3330.52.2361 Maintenance WPCP.
Legal:	
Associated Information:	



Electrical Testing, Incorporated
 2671 Cedartown Hwy. – Rome, GA 30161
 Telephone 706-234-7623 – Fax 706-236-9028
 E-Mail eti@electricaltestinginc.com



To: Bart Sears
 City of Cartersville
 Cartersville, Ga

Date: 12/23/2019
 Submitted By: Billy Davis
 Cell (706) 252-4386
 Fax (706) 236-9028

Description of Proposal

Switchgear Testing

This letter will serve as our proposal to provide labor to perform maintenance testing at the James R. Stafford Water Treatment Plant located in Cartersville, Ga. All work to be performed during normal business hours.

Items to be tested:

Building C---MCC A

- 1) 3-Square D LV Breakers
- 2) 37-MCC Buckets

Our quote for this service is \$5,500.00

South Electrical Building---MCC B

- 1) 3-Square D LV Breakers
- 2) 30-MCC Buckets

Our quote for this service is \$4,500.00

Secondary Lift Building---MCC 1A

- 1) 19-MCC Buckets

Our quote for this service is \$2,850.00

Our terms are net 30 days after receipt of invoice. Written proof of insurance will be furnished upon request.

Thank you for allowing us to present this quotation to you and if we may assist you in the future, please call us at (706) 234-7623.

Sincerely,

Electrical Testing, Incorporated

Billy Davis

Billy Davis
Project Manager



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Compact Excavator

SubCategory:	Bid Award/Purchases
Department Name:	Gas
Department Summary Recommendation:	The Gas System requested bids for a new compact excavator which will be used to help the department's growing needs in the new construction and maintenance area. We received bids from eight vendors that bid nine different machines. Of the nine machines, three met the required specifications. Of those three, I recommend accepting the lowest, which was Bobcat of Atlanta's bid of \$56,322.00. This is a budgeted item.
City Manager's Remarks:	I recommend approval of this purchase.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Michael Hill

From: Michael Dickson

Date: January 28, 2020

RE: Compact Excavator Bid Award

As you know, we received bids for a new compact excavator. This machine will help the department's growing needs in the new construction and maintenance area. We received bids from eight vendors that bid nine different machines. Of the nine machines, three met the required specifications. Of those three, I recommend accepting the lowest, which was Bobcat of Atlanta's bid of \$56,322.00. This is a budgeted item.

TABULATION OF PROPOSALS

				1		2		3		4	
Vendor:				Atlanta Kubota #1 Marietta, Georgia ^{1,2,3,4,5}		Atlanta Kubota #2 Marietta, Georgia ^{1,2,3,5}		Border Equipment Conley, Georgia ^{1,2,3,4}		Bobcat of Atlanta Marietta, Georgia	
				BASE BID: \$48,486.00		BASE BID: \$50,486.00		BASE BID: \$55,900.00		BASE BID: \$56,322.00	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	Compact Excavator	1	Ea.	\$48,486.00	\$48,486.00	\$50,486.00	\$50,486.00	\$55,900.00	\$55,900.00	\$56,322.00	\$56,322.00
BID PROPOSAL				Total:	\$48,486.00	Total:	\$50,486.00	Total:	\$55,900.00	Total:	\$56,322.00

¹ Unit does not meet the minimum net peak horsepower specification of 30 HP.

² Unit does not meet the minimum dig reach specification of 18'-0".

³ Unit does not meet the minimum dig depth specification of 11'-0".

⁴ Unit does not meet the minimum rated lift capacity specification of 3,000 lbs.

⁵ Unit does not meet the specification requirement of keyless start.

⁶ Unit does not meet the maximum length and maximum track width specification of 16'-0" and 6'-0".

⁷ Unit does not meet the minimum brush cutter width specification of 42".



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
Safeco Filter for Transco Station

SubCategory:	Bid Award/Purchases
Department Name:	Gas System
Department Summary Recommendation:	Safeco Filter Products Inc. is a sole source provider of the filter needed for the Transco Delivery Point meter station. I recommend approval of the purchase of this filter and additional components totaling \$6,487.00.
City Manager's Remarks:	I recommend approval of this purchase.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

SAFECO FILTER PRODUCTS INC

1415 S 70TH E AVE
TULSA, OK 74112

Estimate

Date	Estimate #
10/17/2019	QUOTE 61723

Name / Address
CITY OF CARTERSVILLE

			Project
Description	Qty	Cost	Total
SAFECO 6" 300 ANSI, TYPE GFT NATURAL GAS FILTER, C/W 5 MICRON FILTER 060080260 INSTALLED	1	4,986.00	4,986.00
SAFECO FILTER ELEMENT, PART # 040060220-5	1	876.00	876.00
DP KIT	1	625.00	625.00
		Total	\$6,487.00

Customer Signature _____

Item # 21



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM

Repair of Emergency Power Generator for Public Safety Headquarters

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recommendation:	Respectfully request permission to repair the emergency power generator for Public Safety Headquarters. There is a failure in the cooling system and it will not sustain operation for a period up 72 hours. The repair will be made by Nixon Power who is a sole source and maintains all of the generators within the City. The cost of this repair is \$6766.35. Your approval is recommended and appreciated.
City Manager's Remarks:	I recommend approval of this repair.
Financial/Budget Certification:	The cost of this repair will be split 50/50 between Fire Department and Police Department budgets. This will be covered under budgeted maintenance funds for both departments.
Legal:	n/a
Associated Information:	n/a



Proposal for Services

Customer Reference #: SA012420AB

Date: Friday, January 24, 2020

To: COF Cartersville Public Safety

Attn: Gatlin Pruitt

Site Name: Public Safety

Address: 195 Cassville Road

City: Cartersville

State: Ga

Zip: 30120

Repair Urgency: Needs Replaced at Next Inspection

Nixon Job #: _____

Nixon Power Services is pleased to offer a proposal for the following:

The water pump is inoperable and is in need of replacement Technician to remove and Replace the water pump and fill with new coolant. Run and test unit to verify proper operation. Work is quoted to be performed at the next scheduled PM.

Labor Description	Labor			Labor Charge
	Type	Rate	Labor Qty	
On-site Labor	Standard	\$ 125 / hr	2 Tech; 8 Hrs	\$ 2,000.00
Round Trip Travel second Tech	Standard	\$ 125 / hr	1 Tech; 1.5 Hrs	\$ 187.50
Total Labor Charges:				\$ 2,187.50

Description	Materials			Materials Charge
	Quantity	Price / Ea		
Water Pump	1	\$ 2,700.00	\$	2,700.00
Gasket	1	\$ 8.10	\$	8.10
Gasket	1	\$ 10.53	\$	10.53
Gasket	1	\$ 17.38	\$	17.38
Coolant	43	\$ 28.50	\$	1,225.50
Total Materials Charges:				\$ 3,961.51

Description	Mileage/Trip Charge			Mileage/Trip Charge
	# of Miles/Trips	Rate		
Mileage	75	\$ 2.25	\$	168.75
Total Mileage Charges:				\$ 168.75

Description	Freight			Freight Charge
Shipping			\$	42.00
Total Freight Charges:				\$ 42.00

Subtotal: \$ 6,359.76
 Shop Supplies/Environmental Fees: \$ Item # 22381.59



Proposal for Services

Customer Reference #: SA012420AB **Date:** Friday, January 24, 2020

To: COF Cartersville Public Safety **Attn:** Gatlin Pruitt

Site Name: Public Safety **Address:** 195 Cassville Road

City: Cartersville **State:** Ga **Zip:** 30120

Repair Urgency: Needs Replaced at Next Inspection **Nixon Job #:**

Technology Fee: \$ 25.00

Grand Total: \$ 6,766.35

This quote is valid through 2/23/2020. Estimated taxes are not included in the above pricing, unless specified. If taxes are included, they are an estimate only, and are subject to change. This quote stands alone, and does not include the cost of any other service calls or parts. Our services are available 24/7/365.

Thank you for the opportunity to serve your needs!

Regards,

Sam Anderson
 Inside Service Sales Rep
sanderson@nixonpower.com
 6152440650 x2384

Available 24 hours a day, 365 days a year!
Just call (800) 586-4966

Customer Acceptance

Accepted By (Print Name) Phone Number

Accepted By (Signature)

Date Accepted Purchase Order Number



City of Cartersville

City Council Meeting
2/6/2020 7:00:00 PM
November 2019 Finance Report

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached are the monthly financial reports.
City Manager's Remarks:	Tom R. will present this information during the City Council meeting.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY
As of November 30, 2019

GENERAL FUND <small>excluding SPL/OST, DDA & School System Property Tax Revenue & Expenditures</small>	FY 2017-18	FY 2018-19	FY 2017-18	FY 2018-19	100.00% OF BUDGET (Year to Date)
	MONTH OF 11/1/2018	MONTH OF November-19	Year to Date November-18	Year to Date November-19	
REVENUE	\$3,238,590	\$4,355,105	\$11,944,219	\$12,718,749	47.72%
EXPENDITURE	\$2,224,376	\$2,211,815	\$10,445,338	\$11,237,908	42.16%
Gen. Fund Net Profit (Loss)	\$1,014,214	\$2,143,290	\$1,498,881	\$1,480,841	
WATER & SEWER					
REVENUE	\$1,808,532	\$1,807,043	\$9,812,029	\$9,846,507	21.72%
EXPENDITURE	\$1,389,788	\$3,125,048	\$7,671,365	\$12,543,889	27.67%
Wtr. & Swr. Fund Net Profit (Loss)	\$418,744	(\$1,318,005)	\$2,140,664	(\$2,697,382)	
GAS					
REVENUE	\$2,058,001	\$1,904,481	\$8,113,903	\$7,581,144	26.28%
EXPENDITURES	\$3,174,373	\$2,008,053	\$11,311,059	\$8,133,354	28.19%
Gas Fund Net Profit (Loss)	(\$1,116,372)	(\$103,572)	(\$3,197,156)	(\$552,210)	
ELECTRIC					
REVENUE	\$3,755,147	\$3,679,622	\$21,910,045	\$21,997,234	46.68%
EXPENDITURES	\$3,624,941	\$3,568,130	\$19,759,049	\$19,551,093	41.48%
Electric Fund Net Profit (Loss)	\$130,206	\$111,492	\$2,150,996	\$2,446,141	
STORMWATER					
REVENUE	\$125,395	\$127,259	\$626,286	\$712,177	46.58%
EXPENDITURE	\$150,319	\$153,698	\$881,491	\$604,622	39.55%
Stormwater Fund Net Profit (Loss)	(\$24,924)	(\$26,439)	(\$255,205)	\$107,555	
SOLID WASTE					
REVENUE	\$205,491	\$240,416	\$1,029,273	\$1,216,154	40.84%
EXPENDITURE	\$360,666	\$379,432	\$1,213,025	\$1,440,732	48.38%
Solid Waste Fund Net Profit (Loss)	(\$155,175)	(\$139,016)	(\$183,752)	(\$224,578)	
FIBER OPTICS					
REVENUE	\$178,821	\$191,388	\$924,203	\$963,616	43.44%
EXPENDITURE	\$263,236	\$147,440	\$990,167	\$692,646	31.23%
Fiber Fund Net Profit (Loss)	(\$84,415)	\$43,948	(\$65,964)	\$270,970	

				% of Monthly Totals to Budget
General Fund	Description	11/30/2019	FY 2020 Budget	
	Total Revenues	\$12,718,750	\$26,653,300	47.72%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$3,014,320	\$3,684,815	81.80%
	Local Option Sales Tax (LOST)	\$1,828,112	\$4,493,260	40.69%
	Other Taxes	\$4,128,486	\$9,106,915	45.33%
	Building Permit & Inspection Fees	\$203,074	\$350,000	58.02%
	Fines and Forfeitures	\$122,562	\$541,845	22.62%
	Operating Transfers In-City Utilities	\$1,265,749	\$3,010,955	42.04%
	Other Revenues	\$2,156,447	\$5,465,510	39.46%
	Total Expenditures	\$11,237,907	\$26,653,300	42.16%
	Personnel Expenses	\$7,785,803	\$18,094,310	43.03%
	Operating Expenses	\$3,066,480	\$7,824,290	39.19%
	Capital Expenses	\$157,774	\$279,000	56.55%
	GO Bond Proceeds from School		\$0	#DIV/0!
Debt Pymt - JDA/CBA		\$0	#DIV/0!	
Library Appropriations	\$227,850	\$455,700	50.00%	
Water & Sewer Fund	Total Revenues	\$9,846,507	\$45,330,345	21.72%
	Water Sales	\$6,147,875	\$11,825,000	51.99%
	Sewer Sales	\$3,273,900	\$6,480,000	50.52%
	Bond Proceeds		\$25,600,000	0.00%
	Use of Reserves		\$844,845	0.00%
	Prior Year Capacity Fees		\$0	#DIV/0!
	Other Revenues	\$424,732	\$580,500	73.17%
	Total Expenditures	\$12,543,889	\$45,330,345	27.67%
	Personnel Expenses	\$1,622,277	\$4,143,850	39.15%
	Operating Expenses	\$1,652,170	\$4,619,210	35.77%
Capital Expenses	\$6,907,086	\$30,870,000	22.37%	
Transfer To General Fund	\$918,784	\$2,077,820	44.22%	
Debt Payments	\$1,443,572	\$3,619,465	39.88%	
Gas Fund	Total Revenues	\$7,581,144	\$28,847,030	26.28%
	Gas Sales	\$6,593,055	\$23,174,055	28.45%
	Gas Commodity Charge	\$611,806	\$2,017,920	30.32%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$31,522	\$0	#DIV/0!
	Other Revenues	\$344,761	\$976,810	35.29%
	Use of Reserves	\$0	\$2,678,245	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$8,133,354	\$28,847,030	28.19%
	Personnel Expenses	\$942,314	\$2,265,130	41.60%
Operating Expenses	\$594,401	\$1,747,450	34.02%	
Purchase of Natural Gas	\$4,694,005	\$16,892,575	27.79%	
Transfer to General Fund	\$1,279,510	\$3,070,825	41.67%	
Debt Service	\$388,255	\$778,365	49.88%	
Capital Expenses	\$234,869	\$4,092,685	5.74%	

Item # 23

	Description	11/30/2019	FY 2020 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$21,997,234	\$47,128,390	46.68%
	Electric Sales	\$21,349,630	\$45,760,995	46.65%
	Other Revenues	\$647,604	\$1,367,395	47.36%
	Total Expenses	\$19,551,093	\$47,128,390	41.48%
	Personnel Expenses	\$1,062,461	\$2,557,110	41.55%
	Operating Expenses	\$662,762	\$1,629,795	40.67%
	Purchase of Electricity	\$16,506,578	\$38,970,235	42.36%
	Capital Expenses	\$202,357	\$1,265,410	15.99%
	Transfer to General Fund	\$1,116,935	\$2,705,840	41.28%
	Stormwater Fund	Total Revenues	\$712,177	\$1,528,800
Stormwater Revenues		\$627,270	\$1,482,800	42.30%
Mitigation Grant Revenue		\$0	\$0	#DIV/0!
Other Revenues		\$10,343	\$10,000	103.43%
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		\$604,621	\$1,528,800	39.55%
Personnel Expenses		\$326,345	\$794,345	41.08%
Operating Expenses		\$277,088	\$618,920	44.77%
Capital Expenses	\$1,188	\$115,535	1.03%	
Solid Waste Fund	Total Revenues	\$1,216,154	\$2,978,000	40.84%
	Refuse Collections Revenues	\$1,147,790	\$2,774,000	41.38%
	Other Revenues	\$29,494	\$49,000	60.19%
	Proceeds From Capital Leases	\$38,870	\$155,000	25.08%
	Total Expenses	\$1,440,732	\$2,978,000	48.38%
	Personnel Expenses	\$566,338	\$1,298,360	43.62%
Operating Expenses	\$726,243	\$1,524,640	47.63%	
Capital Expenses	\$148,151	\$155,000	95.58%	
Fiber Optics Fund	Total Revenues	\$963,616	\$2,218,200	43.44%
	Fiber Optics Revenues	\$859,609	\$2,004,000	42.89%
	GIS Revenues	\$46,725	\$113,200	41.28%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$57,282	\$101,000	56.71%
	Total Expenses	\$692,646	\$2,218,200	31.23%
	Personnel Expenses	\$279,260	\$714,740	39.07%
	Operating Expenses	\$348,697	\$884,140	39.44%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
Debt Payment	\$3,330	\$15,305	0.00%	
Capital Expenses	\$61,359	\$604,015	10.16%	

Item # 23

C2 # wa1

Cash Position	6/30/19	7/31/19	8/31/19	9/30/19	10/31/19	11/30/19	12/31/19
Total Unrestricted Cash Balance	\$40,251,710.03	\$38,457,488.25	\$38,434,130.27	\$36,851,955.48	\$36,132,465.23	\$36,733,348.48	
Total Restricted Cash Balance	\$181,915,991.66	\$182,495,420.52	\$182,048,662.93	\$183,186,838.49	\$183,276,219.06	\$184,991,883.11	
Cash Position		1/31/20	2/28/20	3/31/20	4/30/20	5/31/20	6/30/20
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of November 2019:
 Unrestricted cash increased due to increases in the General, Gas, Electric, and Fiber funds, and were offset by decreases in the Water, Stormwater, Solid Waste, Property and Casualty, and Garage funds.
 Restricted cash increased due to increased cash in the Debt Service, Motor Vehicle Rental, Hotel Motel, Federal DEA, GO Parks & rec Bond (tax collections) and Pension funds. However, the following fund had a large decrease that offset the increases mentioned above: SPL0ST 2014 Fund.