



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

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 12/15/2016
Work Session –

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. December 1, 2016

[Attachments](#)

B. Appointments

1. Bartow County Board of Health (Pages 8-9)

[Attachments](#)

2. Appointment and Swearing in of Municipal Court Judge (Page 10)

[Attachments](#)

3. Appointment and Swearing in of Assistant Municipal Court Judge (Page 11)

[Attachments](#)

C. First Reading of Ordinances

1. Adoption of the 2017 City of Cartersville Pension Plan and Amendment to the Current City of Cartersville Pension Plan (page 12-16)

[Attachments](#)

2. Revision to Municipal Court Ordinances (Pages 17-32)

[Attachments](#)

D. Other

1. Capacity Fee Reduction for Homeless Shelter and Low Income Transitional Housing (Pages 33-39)

[Attachments](#)

E. Deed of Gift

1. Lot 51 Dedication of Lenox Park (Pages 40-57)

[Attachments](#)

F. Contracts/Agreements

1. Aldi Relocation Agreement (Pages 58-68)

[Attachments](#)

G. Easements

1. Georgia Transmission Corporation Easements and Settlement Agreement (Pages 69-80)

[Attachments](#)

2. OmniChem Easement (Pages 81-93)

[Attachments](#)

H. Bid Award/Purchases

1. Secondary Screw Pump #4 Gear Box Replacement (Pages 94-98)

[Attachments](#)

2. Bio-Reactor 2 #2 Aerator Rebuild (Pages 99-108)

[Attachments](#)

3. Bio-Reactor 2 #3 Aerator Rebuild (Pages 109-117)

[Attachments](#)

4. 2017 Citizen Survey (Pages 118-119)

[Attachments](#)

5. Barracuda Email Archive Support Renewal (Pages 120-121)

[Attachments](#)

6. One Beacon Insurance Deductible (Pages 122-124)

[Attachments](#)

I. Discussion

1. 2020 SPLOST Projects (Pages 125-126)

[Attachments](#)

J. Grant Application/Acceptance

1. GDOT Grant for Cartersville-Bartow Airport (Pages 127-138)

[Attachments](#)

K. Monthly Financial Statement

1. October 2016 (Pages 139-142)

[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
12/15/2016 7:00:00 PM
December 1, 2016

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been attached for your approval.
City Manager's Remarks:	Your approval of meeting minutes from December 1, 2016 is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 December 1, 2016
 8:00A.M. – Work Session
 9:00A.M. – Regular Meeting

I. Opening Meeting

Invocation by Council Member Tonsmeire

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; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Sam Grove, City Manager; Meredith Ulmer, Deputy City Clerk and David Archer, City Attorney. Taff Wren, Council Member Ward Six was absent and Connie Keeling, City Clerk was absent.

II. Regular Agenda

A. Council Meeting Minutes

1. November 17, 2016

A motion to approve the November 17, 2016 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Hodge. Motion carried unanimously. Vote 5-0.

B. Other

1. Approval of Documents Related to Bond Issue for Shaw Create Center

David Archer, City Attorney stated this item is related to the financing of portions of the new Shaw Create Center. The financing is an incentive to development of the center through the Cartersville Development Authority. This development will expand the City's tax base and create jobs. The City competed for and won the electric load as well. As part of the financing the City needs to approve the furnished documents. Your approval of this item is recommended.

A motion to approve documents related to bond issue for Shaw Create Center was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

RESOLUTION NO. 25-16

WHEREAS, the Development Authority of Cartersville was created pursuant to the Development Authorities Law, O.C.G.A. § 36-62-1 *et seq.* and by an activating resolution adopted by the governing authority of Bartow County on May 1, 1980 to promote and develop trade, commerce, industry and employment opportunities for the public good and general welfare of the State of Georgia and the County; and

WHEREAS, the Development Authority, Bartow County and the City of Cartersville, in furtherance of their mutual goal of supporting their businesses and industries as they contribute to the local tax base, employment opportunities and the overall economy of the County, desire that the Shaw Industries Group, Inc. develop, construct, equip and install a 67,000 square foot facility on that certain tract or parcel of land lying and being in Bartow County and within the corporate boundaries of the City of Cartersville and having a street address of 230 Douthit Ferry Road; and

WHEREAS, in order to induce the Company to develop, construct, equip and install the Facility, the Incentive Parties have offered the Company certain economic incentives, benefits and amenities; and

WHEREAS, the Company plans in good faith, in light of present economic, market and technological conditions, and conditioned upon implementation of the economic incentives, inducements and commitments described in Articles II, III and IV of the Incentive Agreement to develop, construct, equip and install the Facility and Improvements for use as a special-purpose office building providing office and meeting space, facilities and technology to foster collaboration and innovation in support of expanding product development, production and sales by the Company's commercial division and related ancillary uses; and

WHEREAS, the Mayor and City Council of the City of Cartersville deem it to be in the best interest of the citizens of the City of Cartersville to enter into the Incentive Agreement on behalf of Shaw Industries Group, Inc. in order to encourage and promote trade and employment opportunities in the City of Cartersville.

NOW THEREFORE BE IT RESOLVED AND IT HEREBY IS RESOLVED that the Mayor and City Council of the City of Cartersville, by virtue of the authority vested by law, do hereby approve and adopt the aforementioned "Incentive Agreement" between Bartow County, the Bartow County Board of Assessors, the Development Authority of Cartersville, the City of Cartersville and Shaw Industries Group, Inc., in order that Shaw Industries Group, Inc. might develop, construct, equip and install equipment for a 67,000 square foot facility located at 230 Douthit Ferry Road, within the corporate boundaries of the City of Cartersville, said agreement being attached hereto as Exhibit "A" and incorporated herein by reference.

BE IT FURTHER RESOLVED that the Mayor and City Council are hereby authorized and directed to undertake all actions deemed reasonably necessary to carry out the intent of the agreement.

BE IT AND IT IS HEREBY RESOLVED this 1st day of December, 2016.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
Deputy City Clerk

C. Grant Application/Acceptance

1. Land and Water Conservation Fund Agreement and Resolution

Greg Anderson, Director of Parks and Recreation came forward and stated in November 2015, City Council approved grant application for a Land and Water Conservation Fund Grant to be used for the renovation of the pavilion area at Dellinger Park. We were notified in April that the Georgia Department of Natural Resources had approved our project. It has also been approved by the National Park Service and we have confirmation that our project has been approved for funding.

City of Cartersville will receive \$100,000.00 towards park shelters replacement and adjacent area renovation at an estimated cost of approximately \$337,871.00. The remaining portion is budgeted in the Park GO bonds.

I recommend approval of agreement with Georgia Department of Natural Resources and the related resolution and approve Mayor to sign agreement and resolution plus any other documents related to this grant. This agreement may be viewed in the Parks and Recreation Administration Office located at 100 Pine Grove Road.

A motion to approve the Land and Water Conservation Fund Agreement and Resolution was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

RESOLUTION 26-16

STATE OF GEORGIA
COUNTY OF BARTOW

WHEREAS, at the regular scheduled City Council meeting of the City of Cartersville, Bartow County, Georgia held on Thursday December 1, 2016, a motion was made and duly seconded that City of Cartersville agree to the terms of the contract for a state grant between the Georgia Department of Natural Resources and City of Cartersville

for a grant of financial assistance to renovate picnic areas and support facilities at Dellinger Park, authorize Mayor Matthew J. Santini to execute said contract on behalf of the City of Cartersville, and accept the grant provided for in the contract in the amount of \$100,000.00

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville of Bartow County, Georgia that terms and conditions of the contract between the Georgia Department of Natural Resources and the City of Cartersville are hereby agreed to, that Mayor Matthew J. Santini is authorized and empowered to execute said contract and any subsequent amendments thereto on behalf of the City of Cartersville, and the grant provided for in said contract in the amount of \$100,000.00 is hereby accepted to be used under the terms and conditions of said contract, and that sufficient funds have been designated to assure the acquisition and/or development, operation and maintenance of the facilities and/or delivery of services as identified in said contract.

Read and unanimously adopted in the regular City Council meeting of the City of Cartersville held on the 1st day of December, 2016

/s/ _____
Matthew J. Santini
 Mayor

ATTEST:

/s/ _____
Meredith Ulmer
 Deputy City Clerk

Certification

I do hereby certify that the above is true and correct copy of the Resolution duly adopted by the Council on the date so stated in the Resolution

I further certify that I am the Clerk of the Council and that said resolution has been entered in the official records of said Council and remains in full force and in effect the 1st day of December, 2016.

/s/ _____
Meredith Ulmer
 Deputy City Clerk

D. Bid Award/Purchases

1. Recycle Rollout Carts

Tommy Sanders, Public Works Director stated Solid Waste needs to purchase additional Recycle rollout carts. We opened bids for 200 gray and 200 blue 35 gallon carts, the low bidder was Otto Environmental Systems at \$14,300.00. This is a budgeted item and we recommend approval of the low bid.

A motion to approve the Recycle Rollout Carts was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0.

2. Install Lighting Systems for Shaw Create Center

Don Hassebrock, Electric Department Head came forward and stated the Electric Department is seeking council approval to purchase the materials to install parking lot lighting to serve the new Shaw Create Center on Douthit Ferry Road. Shaw is seeking LEED certification and has chosen our LED lighting option. The total quote for the lighting system is \$37,002. Shaw has already paid a contribution to construction in the amount of \$10,800 leaving a balance of \$26,202. The payback from the investment would be achieved in 27 months, well within our 36-month payback policy. Monthly revenue is \$987 with a 26.55 months payback. The lighting fixtures used will be our standardized parking lot fixtures. The poles will be our standard pole from Valmont which is \$400 cheaper than quote from Lighting Warehouse. Electric Department recommends that council approve the low quote from Irby for the price of \$37,002.00. Security Lighting is a budgeted item.

A motion to approve the installation of the lighting systems at the Shaw Create Center was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0.

3. Electric Department 2000 kVA Transformer

Don Hassebrock, Electric Department Head stated the Electric Departments needs to purchase a transformer to be used for the Piedmont Resin load addition. Three bids were received for the following transformer. The Electric Department recommends that council approve the low bid from IRBY for a total purchase price of \$20,971.00.

A motion to approve the purchase of a 2000kVA Transformer was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

4. Allied Telesis Equipment for Fibercom

Dan Porta, Assistant City Manager came forward and stated FiberCom has the need to replace a hot spare of our single fiber media converter blade at our Cook Street Node. We have a quote from a third party equipment wholesaler for the same Allied Telesis equipment we presently use at a cost of \$4,200. We also negotiated a quote, for our future needs, for a full chassis assembly at a cost of \$4,800 for our new node building at the same time which we had in our Capital Budget for the new Node. By negotiating these two deals together we will save \$6,832, over the last time we purchased these two items from Allied Telesis direct as it cost \$15,832. We highly recommend the purchase of these two pieces of equipment at a total cost of \$9,000.

A motion to approve the Allied Telesis Equipment for Fibercom was made by Council

Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0.

Councilwoman Tate announced her appreciation for City Department Heads and Staff for their conscientious spending.

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

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
Deputy City Clerk



City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
Bartow County Board of Health**

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	Originally appointed to the Board of Health to fill the unexpired term due to the passing of Edsel Dean, Tonya Emery has been an excellent addition to the Board. As she is willing to continue to serve in this capacity, this request is to reappoint Tonya Emery to the Bartow County Board of Health, term to expire December 31, 2022.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

O F F I C E O F T H E M A Y O R

November 10, 2016

Zachary Taylor, MD., M.S.
Bartow County Board of Health
100 Zena Drive, SE
Cartersville, GA 30121

Re: Re-appointment to the Bartow Board of Health

Dear Dr. Taylor:

I am pleased to inform you that Tonya Emery is my choice for re-appointment to the Bartow Board of Health. She has been an excellent Health Board member. Supplying information from a nurse's perspective has made her a valuable member indeed. As she is willing to continue to serve in this capacity, this reappointment request will officially be added as an agenda item for Council approval on the December 15, 2016 Council meeting. Her new term would then end December 31, 2022.

Please feel free to contact me should you need more information or if there is anything more that I can personally do.

Best regards,

Matthew J. Santini
Mayor

Cc: Tonya Emery
Dianne Tate, Mayor ProTem



"Providing dependable service while preserving an exceptional quality of life."

P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120
Telephone: 770-387-5684 • Fax: 770-386-5841 • www.cityofcartersville.org



Item # 2



City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
Appointment and Swearing in of Municipal Court Judge**

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This is the annual reappointment of Municipal Court Judge, Harry White, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
12/15/2016 7:00:00 PM
Appointment and Swearing in of Assistant Municipal Court Judge

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This is the annual reappointment of Assistant Municipal Court Judge, Jay Choate, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM**

Adoption of the 2017 City of Cartersville Pension Plan and Amendment to the Current City of Cartersville Pension Plan

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	<p>The proposed Ordinance will amend Chapter 16- Personnel. Article II.- Employee Benefits. Division 2.- Retirement Plan Sec. 16-51.- Adopted; Short Title; Definition.</p> <ol style="list-style-type: none"> 1. This ordinance will adopt the Second Amendment to The City of Cartersville Pension Plan and also adopt the City of Cartersville 2017 Pension Plan. 2. This ordinance will amend the current City of Cartersville Pension Plan so that no new participants shall be allowed to participate in the existing City of Cartersville Pension Plan. Any current eligible City of Cartersville employee hired prior to January 1, 2017 will be allowed to participate in the current City of Cartersville Pension Plan, accrue benefits, and retire under the provisions of the current City of Cartersville Pension Plan. 3. Current Active City of Cartersville retirees and future benefits accrued for Deferred/Terminated retirees will not be affected. 4. This ordinance will adopt the City of Cartersville 2017 Pension Plan. All eligible employees hired on or after January 1, 2017 will be participants in the City of Cartersville 2017 Pension Plan. Any prior employees, rehired on or after January 1, 2017 would be participants in the City of Cartersville 2017 Pension Plan.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT **CHAPTER 16 - PERSONNEL. ARTICLE II. - EMPLOYEE BENEFITS. DIVISION 2. - RETIREMENT PLAN SEC. 16-51. - ADOPTED; SHORT TITLE; DEFINITION** is hereby amended by adding the following new paragraphs (c), (d), and (e) the remaining provisions shall remain as is:

1.

Sec. 16-51. - Adopted; short title; definition.

- (c) That the Second Amendment to the Plan most recently adopted and restated on April 28, 2011, is adopted as amended and restated as of the date of the adoption by the City Council of the City of Cartersville being January 5, 2017. A copy of the Second Amendment to Plan is kept by and maintained at the City Clerk's Office. This Plan covers employees hired before January 1, 2017.
- (d) That the 2017 Pension Plan is adopted as of the date of the adoption by the City Council of the City of Cartersville being January 5, 2017. A copy of the 2017 Pension Plan is kept by and maintained at the City Clerk's Office. This Plan covers employees hired on or after January 1, 2017.
- (e) Upon adoption of an amendment to the Pension Plan, the proper officers of the Employer and the Pension Board are hereby authorized and directed to take each other and further action on the advice of counsel, including the making of additional amendments not inconsistent with the general tenor of the foregoing, so that the Plan, as amended, continues to meet the qualification requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the implementing trust thereunder continues to be tax-exempt under said Code, and the 2017 Plan satisfies the qualification requirements of Section 401(a) of the Code, and the implementing trust thereunder is tax-exempt under said Code.

2.

All other remaining provisions of Section 16-51 are to remain as is and the additional paragraphs herein are to be made part of the permitted uses in Section 16-51.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

**SECOND AMENDMENT
| TO THE
CITY OF CARTERSVILLE PENSION PLAN**

THIS SECOND AMENDMENT to the City of Cartersville Pension Plan (hereinafter referred to as the “Plan”), which Plan was originally adopted effective January 1, 1967, has been amended and restated in 2003 (the “2003 Plan”), in 2007 (the “2007 Plan”), in 2009 (the “2009 Plan”), in 2010 (the “2010 Plan”) and was most recently amended and restated on April 28, 2011 (the “2011 Plan”), is made and entered into by the City of Cartersville (the “Sponsor”).

W I T N E S S E T H:

WHEREAS, Section 12.1 of each of the Plans permits the Sponsor to amend the Plan from time to time; and

WHEREAS, the Sponsor desires to amend the Plan to close the Plan to employees hired or rehired on or after January 1, 2017, who will participate in The City of Cartersville 2017 Pension Plan.

NOW, THEREFORE, the Sponsor hereby amends the Plan as follows:

1. Section 2.1 of the Plan is amended by deleting the first sentence in its entirety and substituting the following new sentence in lieu thereof:

“Each Employee who is hired prior to January 1, 2017, shall become a Participant in the Plan on the first day of the month coinciding with or next following the date on which he shall have:

- (a) completed six (6) consecutive months of employment with the Employer; and
- (b) attained eighteen (18) years of age.”

2. The following new Sections 2.5 and 2.6 are added to the Plan immediately following Section 2.4:

“2.5 No New Participants: Notwithstanding any other provision of the Plan to the contrary, any Employee who is hired on or after January 1, 2017, shall not become a Participant in the Plan, and shall be eligible to participate in The City of Cartersville

2017 Pension Plan. Further, no Participant who resumes employment on or after January 1, 2017, shall resume participation in the Plan.

2.6 Rehired Employees: Notwithstanding any other provision of the Plan to the contrary, any former Employee who is rehired on or after January 1, 2017, shall not be eligible to reenter the Plan, and shall be eligible to participate in The City of Cartersville 2017 Pension Plan. For benefit accrual purposes in the Plan, a rehired Participant’s benefit is frozen, and his or her Compensation is frozen as of his or her date of termination. However, vesting on and after the date of rehire will be applied in determining the rehired Participant’s vested benefit and eligibility for distribution options under the Plan.”

3. Except as specifically amended above, the Plan shall remain unchanged and, as amended herein, shall continue in full force and effect.

IN WITNESS WHEREOF, City of Cartersville has caused this Second Amendment to the Plan to be executed by its duly authorized officers this _____ day of _____, 2016.

CITY OF CARTERSVILLE

Attest: _____
City Clerk

By: _____
Mayor



City of Cartersville

City Council Meeting
12/15/2016 7:00:00 PM
Revision to Municipal Court Ordinances

SubCategory:	First Reading of Ordinances
Department Name:	Municipal Court
Department Summary Recommendation:	Re-evaluation and adjustment to Municipal Court fees and sessions. Regular Session Ordinance 13-2 is to allow for the Judge to schedule Court around holidays and not have Court on the 5th Monday of any month with five Mondays. Sec 13-24 updates the Municipal Court fee structure related to State mandatory minimum fees.
City Manager's Remarks:	Your approval of these changes is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CODE OF ORDINANCES, CITY OF CARTERSVILLE CHAPTER 13. MUNICIPAL COURT, SECTION 13-2. – REGULAR SESSION, BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING:

1.

“Sec. 13-2. – Regular sessions.

(a) A regular session of the court shall be held once each week at a fixed hour of a fixed day as may be determined by the judge, provided such session may be dispensed with when there is no business pending in the court and no cases ready for trial.

(b) There shall be no regular session of Court the weeks of Thanksgiving, Christmas, and New Year’s, or on any legal holiday unless otherwise determined by the Judge. Additionally, in any month with five (5) Mondays, there shall be no regular session of court on the fifth (5th) Monday of the month unless determined by the Judge.

2.

CHAPTER 13. MUNICIPAL COURT. SECTION 13-2. – SURCHARGE AND COURT COSTS is hereby amended by deleting paragraphs (c) and (d) in their entirety and renumbering paragraphs (e) to (c) and (f) to (d) as follows:

(c) *Bail or bond.* In all cases in which bail or bond is posted, all required surcharges are to be added to same and shall be posted.

(d) All surcharges shall be paid into the city's general fund or dedicated accounts as may be established from time to time and are to be disbursed as provided for by law.

3.

This ordinance shall become effective immediately upon its adoption by the City Council.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CODE OF ORDINANCES, CITY OF CARTERSVILLE CHAPTER 13. MUNICIPAL COURT, SECTION 13-24. – SURCHARGES AND COURT COSTS, BY DELETING PARAGRAPHS (C) AND (D) AND RENUMBER THE REMAINING AS FOLLOWS:

1.

Sec. 13-24. - Surcharges and court costs.

- (a) *State surcharges.* The municipal court shall impose all add on fees or surcharges required by state, federal or local law.
- (b) *Interpreter fees.* The municipal court shall be authorized to impose fees for providing an accused with the services of an interpreter in accordance with the rules and regulations set forth by the Georgia Supreme Court.
- (c) *Bail or bond.* In all cases in which bail or bond is posted, all required surcharges are to be added to same and shall be posted.
- (d) All surcharges shall be paid into the city's general fund or dedicated accounts as may be established from time to time and are to be disbursed as provided for by law.
- (e) The Judge, Mayor, or City Council may impose additional surcharges as authorized by the Charter or State Law.

2.

This ordinance shall become effective immediately upon its adoption by the City Council.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK

Proposed List as of December 1, 2016

Code	Violation ↓	Updated Base Fine amount
11-101	NOISE VIOLATION	\$155.57
11-102	DISORDERLY CONDUCT	\$155.57
11-102	GIVING FALSE INFORMATION	\$155.57
11-102B	GIVING FALSE INFORMATION	\$155.57
11-102B7	DISORDERLY CONDUCT OBSTRUCTION OF LAW EN	\$333.34
11-143	DISCHARGING FIREARMS IN CITY	\$333.34
11-146B	SYNTHETIC MARIJUANA	\$757.60
11-90	LITTERING	\$121.48
12-2-F	SKATEBOARDING	\$155.57
13-10	CONTEMPT OF COURT	\$108.89
13-10	FAILURE TO APPEAR	\$108.89
16-13-2	POSSESSION OF OUNCE OR LESS OF MARIJUANA	\$757.60
16-13-2B	POSSESSION OF MARIJUANA LESS THAN 1 OZ 1ST	\$737.60
16-13-2B	POSSESSION OF OUNCE OR LESS OF MARIJUANA 2ND	\$1,000.00
16-13-2B	POSSESSION OF OUNCE OR LESS OF MARIJUANA 3RD	\$1,000.00
16-13-30	POSS OF CONTROLLED SUBSTANCE/MARIJUANA	\$541.15
16-13-30A	POSSESSION OF MARIJUANA BY INGESTION	\$541.15
16-8-14	SHOPLIFTING LESS THAN 300 2ND	\$757.60
16-8-14	SHOPLIFTING LESS THAN 300.00 1ST	\$517.60
16-8-14	SHOPLIFTING LESS THAN 300.00 3RD	\$1,000.00
16-8-2	THEFT BY SHOPLIFTING	\$881.60
24-8B1	WATER BAN 1ST	WARNING
24-8B2	WATER BAN 2ND	\$100.00
24-8B3	WATER BAN 3RD	\$200.00
24-8B4	WATER BAN 4TH	\$250.00
24-8B5	WATER BAN 5TH	\$500.00
28-13	ILLEGAL PARKING	\$111.11
28-8	PUBLIC DRUNK	\$155.57
31-05	DISCHARGING FIREWORKS	\$155.57
32-6-1	INJURING/OBSTRUCTING ROADWAY	\$135.57
3-3-23	POSSESSION OF ALCOHOL BY MINOR	\$325.96
3-3-23	SALE OF ALCOHOLIC BEVERAGE TO MINOR	\$484.86

Proposed List as of December 1, 2016

3-3-23.1	UNDERAGE POSS OF ALCOHOL	\$325.96
3-3-23A1	FURNISH/SELL ALCOHOL TO PERSON UNDER 21	\$484.86
3-3-23A2	ATTEMPT TO PURCHASE ALCOHOL UNDER 21	\$325.96
3-3-23A2	POSSESSION/PURCHASE OF ALCOHOL UNDER 21	\$325.96
3-3-23A3	MISREPRESENT AGE TO OBTAIN ALCOHOL	\$325.96
40-1-3	PERMITTING UNLAWFUL OPERATION OF VEHICLE	\$534.38
40-1-3	PERMITTING VIOLATION STATE LAW (DUJ)	\$534.38
40-2-20	DRIVING WITHOUT TAG	\$109.89
40-2-20	REGISTRATION REQUIREMENT	\$109.89
40-2-29	UNREGISTERED VEHICLE	\$109.89
40-2-31	NO COUNTY DECAL	\$109.89
40-2-37	TAG VIOLATION	\$109.89
40-2-38	IMPROPER USE DEALER TAG	\$109.89
40-2-41	DISPLAY OF LICENSE PLATES	\$109.89
40-2-42	IMPROPER TRANSFER OF LICENSE PLATE/DECAL	\$109.89
40-2-5	USE OF TAG TO CONCEAL IDENTITY	\$506.72
40-2-6	TAGS: ALTERATION/IMPROPER TAG	\$109.89
40-2-7	TAGS: REMOVING/AFFIXING TAG W/INTENT	\$109.89
40-2-8	TAGS: OPERATING W/OUT PROPER TAG/DECAL	\$109.89
40-2-8	TAGS: NEW RESIDENT HAS 7 DAYS TO REGISTER	\$109.89
40-2-8.1	TAGS: OPERATE VEHICLE WITHOUT VALID TAG/DECAL	\$109.89
40-2-90B	NEW RES-30 DAYS TO OBTAIN TAG	\$109.89
40-2-90B1	IMPROPER REG OF VEH	\$109.89
40-5-120	UNLAWFUL USE OF LIC	\$364.10
40-5-121	SUSP LIC 1ST	\$932.02
40-5-121	SUSP LIC 2ND	\$1,000.00
40-5-121	SUSP LIC 3RD	\$2,500.00
40-5-122	PERMIT UNLIC TO DRIVE	\$777.07
40-5-123	LICENSE: PERMIT UNAUTHORIZED MINOR TO DRIVE	\$534.38
40-5-20	EXPIRED LICENSE	\$109.89
40-5-20	NEW RES-30 DAYS LICENSE	\$109.89
40-5-20A	DRIVING UNLICENSED 1ST	\$777.07
40-5-20A	DRIVING UNLICENSED 2ND	\$1,000.00
40-5-20A	DRIVING UNLICENSED 3RD	\$2,500.00

Proposed List as of December 1, 2016

40-5-22.1	CANCELLED CDL	\$777.07
40-5-23	WRONG CLASS LICENSE	\$109.89
40-5-24	OPERATING ON LEARNER'S	\$109.89
40-5-29	LICENSE: DRIVING WITHOUT LICENSE	\$109.89
40-5-29A	NO LICENSE ON PERSON	\$109.89
40-5-29B	LICENSE TO BE EXAMINED ON DEMAND	\$109.89
40-5-30	VIO OF LIC RESTRICTIONS	\$109.89
40-5-30C	VIOLATION OF LICENSE RESTRICTIONS	\$109.89
40-5-32	EXPIRED LICENSE	\$109.89
40-5-32A	EXPIRED LICENSE W//PROOF OF RENEWAL	\$109.89
40-5-33	LICENSE: 60 DAYS TO CHANGE NAME/ADDRESS	\$109.89
40-5-64	LICENSE: VIOLATION OF COND. OF PERMIT	\$777.07
40-6-10	NO INSURANCE	\$345.07
40-6-10(B)	PERMITTING ANOTHER TO OPERATE WITHOUT INSURANCE	\$501.97
40-6-10A4	NO PROOF OF INSURANCE	\$31.50
40-6-11	MOTORCYCLE-NO INSURANCE	\$345.07
40-6-11C	MOTORCYCLE NO PROOF	\$31.50
40-6-120	IMPROPER LEFT OR RIGHT TURN	\$109.89
40-6-120B	FAILURE TO OBEY TURN DEVICE	\$109.89
40-6-121	IMPROPER U TURN	\$109.89
40-6-122	IMPROPER STARTING OF STOPPED VEHICLE	\$109.89
40-6-123	IMPROPER LANE CHANGE/USE	\$109.89
40-6-123C	IMPROPER STOPPING ON ROADWAY	\$109.89
40-6-124	FAIL TO USE SIGNAL	\$109.89
40-6-125	IMPROPER USE OF HAND SIGNALS	\$109.89
40-6-126	IMPROPER USE OF CENTRAL LN	\$109.89
40-6-14	NOISE VIOLATION LOUD MUSIC/BOOM BOX	\$109.89
40-6-140	FAILURE TO STOP AT RAILROAD CROSSING	\$109.89
40-6-140B	DISREGARDING RR CROSSING BARRIER	\$109.89
40-6-141	FAILURE TO STOP AT STOP SIGN AT RR XING	\$109.89
40-6-142	CERTAIN VEH MUST STOP AT R.R. XING	\$109.89
40-6-144	DRIVER/YIELD/SIDEWALK	\$109.89
40-6-144	DRIVING ON SIDEWALK	\$109.89
40-6-144	EMERGING/DRIVEWAY/ALLEY/ET	\$109.89

Proposed List as of December 1, 2016

40-6-15	SUSPENDED TAG 1ST		\$932.02
40-6-15	SUSPENDED TAG 2ND		\$1,898.03
40-6-16	MOVE OVER FOR LAW ENFORCEMENT TRAFFIC ST		\$520.96
40-6-16.1	IMPROPER PASSING OF ACTIVE SANITATION VEHICLE		\$285.71
40-6-161	HEADLIGHTS REQUIRED (SCHOOL BUS)		\$109.89
40-6-163	FAIL STOP SCHOOL BUS LOADING/UNLOADING		\$232.96
40-6-164	FAILURE TO ALLOW CHILDREN TO CROSS		\$240.30
40-6-180	TOO FAST FOR CONDITIONS		\$109.89
40-6-181	SPEEDING 1-15 1ST		\$109.89
40-6-181	SPEEDING 1-15 2ND		\$140.65
40-6-181	SPEEDING 1-15 3RD		\$171.44
40-6-181	SPEEDING 1-15 4TH		\$212.47
40-6-181	SPEEDING 16-20 1ST		\$112.09
40-6-181	SPEEDING 16-20 2ND		\$142.85
40-6-181	SPEEDING 16-20 3RD		\$173.64
40-6-181	SPEEDING 16-20 4TH		\$214.67
40-6-181	SPEEDING 21-25 1ST		\$147.98
40-6-181	SPEEDING 21-25 2ND		\$183.88
40-6-181	SPEEDING 21-25 3RD		\$224.91
40-6-181	SPEEDING 21-25 4TH		\$245.43
40-6-181	SPEEDING 26-30 1ST		\$152.37
40-6-181	SPEEDING 26-30 2ND		\$193.41
40-6-181	SPEEDING 26-30 4TH		\$254.96
40-6-181	SPEEDING 31-40 1ST		\$409.53
40-6-181	SPEEDING 31-40 2ND		\$450.56
40-6-181	SPEEDING 31-40 3RD		\$471.05
40-6-181	SPEEDING 31-40 4TH		\$513.05
40-6-181	SPEEDING 26-30 3RD		\$234.44
40-6-184	IMPEDING FLOW OF TRAFFIC		\$109.89
40-6-186	RACING		\$456.41
40-6-2	FAIL OBEY PERSON DIRECTING TRAFFIC		\$109.89
40-6-20	DISREGARD TRAFFIC CONTROL DEVICE		\$109.89
40-6-20	RUNNING RED LIGHT		\$109.89
40-6-200	IMPROPER PARKING		\$109.89

Proposed List as of December 1, 2016

40-6-201	LEAVING M.V. UNATTENDED	\$109.89
40-6-202	ILLEGAL PARKING	\$109.89
40-6-202	PARK OUTSIDE BUS/RES DIST	\$109.89
40-6-203	IMPROPER STOPPING/PARKING	\$109.89
40-6-2032F	IMPROPER PARKING WHERE PROHIBITED	\$109.89
40-6-205	OBSTRUCTING INTERSECTION	\$109.89
40-6-21F	RAN RED ARROW	\$109.89
40-6-226	VIOLATION OF HANDICAPPED PARKING	\$131.86
40-6-23.1	VIOLATION OF FLASHING RED SIGNAL	\$109.89
40-6-23.2	VIOLATION OF FLASHING YELLOW SIGNAL	\$109.89
40-6-24	LANE DIRECTIONS	\$109.89
40-6-240	IMPROPER BACKING	\$109.89
40-6-241	DRIVER EXERCISING DUE CARE	\$109.89
40-6-241.1	USE OF AN ELECTRONIC DEVICE	\$147.00
40-6-241.2	TEXTING WHILE DRIVING	\$147.00
40-6-242	OBSTRUCTION/INTERFERING WITH DRIVER	\$109.89
40-6-242	PASSENGER INTERFERE W/DR	\$109.89
40-6-243	OPENING DOORS TO MOVING TRAFFIC	\$109.89
40-6-244	RIDING IN HORSE TRAILER	\$109.89
40-6-246	COASTING PROHIBITED	\$109.89
40-6-247	FOLLOWING EMERGENCY VEHICLE WITHIN 200 FT	\$109.89
40-6-248	DRIVING OVER FIREHOSE	\$109.89
40-6-248.1	SECURING LOADS ON VEHICLES	\$109.89
40-6-249	LITTERING	\$120.16
40-6-249	LITTERING ON HIGHWAY	\$120.16
40-6-25	DISPLAY OF UNAUTHORIZED SIGNS/SIGNALS/MARKS	\$109.89
40-6-250	DEVICE IMPAIR HEARING/VIS	\$109.89
40-6-251	LAYING DRAG	\$120.16
40-6-252	CRIM TRESPASS BY MV 1ST	\$109.89
40-6-252	CRIM TRESPASS BY MV 2ND	\$131.86
40-6-252	CRIM TRESPASS BY MV 3RD	\$194.15
40-6-253	OPEN CONTAINER	\$254.96
40-6-254	FAILURE TO SECURE LOAD	\$109.89
40-6-255	GAS DRIVE OFF	\$114.29

Proposed List as of December 1, 2016

40-6-26B	DRIVING ON CLOSED ROAD	\$109.89
40-6-270	FAIL TO STOP AT ACCIDENT WITH INJURY/DAMAGE	\$699.61
40-6-270	LEAVING SCENE OF ACCIDENT	\$699.61
40-6-271	DUTY UPON STRIKING UNATTENDED VEH	\$109.89
40-6-272	STRIKING FIXED OBJECT	\$109.89
40-6-273	FAIL TO REPORT ACCIDENT	\$109.89
40-6-275	REMOVAL OF VEHICLE FROM ROADWAY	\$109.89
40-6-291	TRAFFIC LAWS APPLY TO BICYCLES ON ROAD	\$109.89
40-6-292	NO RIDING ON HANDLEBARS OF BICYCLE	\$109.89
40-6-31	FAILURE TO DIM HEADLIGHTS	\$109.89
40-6-312	OTHER VEHICLES MUST GIVE MOTORCYCLE LANE	\$109.89
40-6-312B	MOTORCYCLE PASSING IN SAME LANE AS VEH	\$109.89
40-6-312C	MOTORCYCLE PASSING BETWEEN LANES	\$109.89
40-6-312D	MOTORCYCLE: MORE THAN 2 ABREAST	\$109.89
40-6-312E	MOTORCYCLE MUST HAVE LIGHTS ON	\$109.89
40-6-314	PASSENGER MUST HAVE FOOTRESTS (M.CYCLES)	\$109.89
40-6-314A	MOTORCYCLE: FOOTREST FOR PASSENGERS	\$109.89
40-6-315	NO HELMET: MOTORCYCLES	\$131.86
40-6-315B	MOTORCYCLE MUST HAVE EYE PROTECTION	\$109.89
40-6-315E	MOTORCYCLE: MUST WEAR SHOES	\$109.89
40-6-350	TRAFFIC LAWS APPLY TO MOPEDS	\$109.89
40-6-351	LICENSE; MOPED OPERATORS NEED A LICENSE	\$109.89
40-6-351	MOPED MUST HAVE LEARNER'S PERMIT	\$109.89
40-6-352	MOPED MUST HAVE HELMET	\$109.89
40-6-362	DRIVING LOW SPEED VEHICLE ON HIGHWAY	\$109.89
40-6-390	RECKLESS DRIVING	\$425.28
40-6-391	DUI 1ST	\$637.00
40-6-391	DUI 2ND	\$1,044.50
40-6-391	DUI 3RD	\$1,973.73
40-6-391A1	DUI-ALCOHOL LESS SAFE 1ST	\$637.00
40-6-391A1	DUI-ALCOHOL LESS SAFE 2ND	\$1,000.00
40-6-391A1	DUI-ALCOHOL LESS SAFE 3RD	\$1,973.73
40-6-391A2	DUI-DRUGS LESS SAFE 1ST	\$637.00
40-6-391A2	DUI-DRUGS LESS SAFE 2ND	\$1,000.00

Proposed List as of December 1, 2016

40-6-391A2	DUI-DRUGS LESS SAFE 3RD	\$1,973.73
40-6-391A3	DUI-GLUE/AEROSOL/TOXIC VAPOR/LESS SAFE 1ST	\$637.00
40-6-391A3	DUI-GLUE/AEROSOL/TOXIC VAPOR/LESS SAFE 2ND	\$1,000.00
40-6-391A3	DUI-GLUE/AEROSOL/TOXIC VAPOR/LESS SAFE 3RD	\$1,973.73
40-6-391A4	DUI-COMBO ANY COMBINATION OF A1/A2/A3 1ST	\$637.00
40-6-391A4	DUI-COMBO ANY COMBINATION OF A1/A2/A3 2ND	\$1,000.00
40-6-391A4	DUI-COMBO ANY COMBINATION OF A1/A2/A3 3RD	\$1,973.73
40-6-391A5	DUI-ALCOHOL 0.08 GM OR MORE, 21 OVER 1ST	\$637.00
40-6-391A5	DUI-ALCOHOL 0.08 GM OR MORE, 21 OVER 2ND	\$1,000.00
40-6-391A5	DUI-ALCOHOL 0.08 GM OR MORE, 21 OVER 3RD	\$1,973.73
40-6-391A6	DUI-MARIJUANA OR CONTROLLED SUBSTANCE 1ST	\$637.00
40-6-391A6	DUI-MARIJUANA OR CONTROLLED SUBSTANCE 2ND	\$1,000.00
40-6-391A6	DUI-MARIJUANA OR CONTROLLED SUBSTANCE 3RD	\$1,973.73
40-6-391I	DUI-COMMERCIAL VEHICLE 0.04 GM OR MORE 1ST	\$637.00
40-6-391I	DUI-COMMERCIAL VEHICLE 0.04 GM OR MORE 2ND	\$1,000.00
40-6-391I	DUI-COMMERCIAL VEHICLE 0.04 GM OR MORE 3RD	\$1,973.73
40-6-391K	DUI-UNDER 21 .02% OR MORE 1ST	\$637.00
40-6-391K	DUI-UNDER 21 .02% OR MORE 2ND	\$1,000.00
40-6-391K	DUI-UNDER 21 .02% OR MORE 3RD	\$1,973.73
40-6-391K1	DUI UNDER 21 1ST	\$687.27
40-6-391K1	DUI UNDER 21 2ND	\$1,000.00
40-6-391K1	DUI UNDER 21 3RD	\$2,099.71
40-6391L	DUI ENDANGERMENT OF CHILD UNDER 14	\$457.00
40-6-395	FLEEING/ATTEMPT ELUDE	\$456.41
40-6-397	AGGRESSIVE DRIVING	\$695.65
40-6-40	FAILURE TO MAINTAIN LANE/WRONG SIDE OF ROAD	\$109.89
40-6-40B	SLOWER VEHICLES MUST KEEP TO RIGHT	\$109.89
40-6-40D	IMPEDING FLOW BY DRIVING SIDE BY SIDE	\$109.89
40-6-41	VEH PASSING IN OPPOSITE DIRECTION	\$109.89
40-6-42	IMPROPER PASSING ON LEFT	\$109.89
40-6-42.2	INCREASING SPEED WHILE BEING PASSED	\$109.89
40-6-42.B	SPEEDING UP WHEN BEING PASSED	\$109.89
40-6-43	OVERTAKE & PASS ON RIGHT	\$109.89
40-6-43B	PASSING ON SHOULDER OF ROADWAY	\$109.89

Proposed List as of December 1, 2016

40-6-44	PASSING W/IN 200 FT OF ONCOMING TRAFFIC	\$109.89
40-6-45	DRIVING LEFT OF CENTER	\$109.89
40-6-45	PASSING ON HILL/CURVE	\$109.89
40-6-45A2	PASSING W/IN 100 FT OF R.R. XING	\$109.89
40-6-45A3	PASSING WITHIN 100 FOOT OF BRIDGE/TUNNEL	\$109.89
40-6-46	IMPROPER PASSING	\$109.89
40-6-46	PASSING IN NO PASSING ZONE	\$109.89
40-6-47	ONE WAY ROADWAY OR ROTARY TRAFFIC	\$109.89
40-6-48	FAILURE TO MAINTAIN LANE	\$109.89
40-6-49	FOLLOWING TOO CLOSE	\$109.89
40-6-50	DIVIDED-HWY/CTRLD-ACCESS RD/EMERGENCY LANE	\$109.89
40-6-50	DRIVING IN GORE/MEDIAN	\$109.89
40-6-50	DRIVING WITHIN THE EMERGENCY LANE	\$109.89
40-6-51	RESTRICTION ON CONTROLLED-ACCESS ROAD	\$109.89
40-6-51B	VIOLATION OF DOT RESTR/CONTROLLED HWY	\$109.89
40-6-52	TRUCKS USING MULTI-LANE HIGHWAYS	\$109.89
40-6-70	FAILURE TO YIELD ENTERING INTERSECTION	\$109.89
40-6-71	FAILURE TO YIELD TURNING LEFT	\$109.89
40-6-72B	FAILURE TO STOP AT STOP/YIELD SIGN	\$109.89
40-6-72C	FAILURE TO YIELD RIGHT OF WAY AT YIELD SIGN	\$109.89
40-6-73	FAILURE TO YIELD ENTERING/CROSSING ROAD	\$109.89
40-6-74	FAILURE TO YIELD EMERGENCY VEHICLE	\$158.97
40-6-76	FAILURE TO YIELD TO FUNERAL PROCESSION	\$109.89
40-6-90	FAILURE TO OBEY TRAFFIC-CTL/REG. BY PEDESTRIAN	\$109.89
40-6-91	FAILURE TO YIELD TO PEDESTRIAN/CROSSWALK	\$109.89
40-6-91B	PEDESTRIAN-DART IN TRAFFIC	\$109.89
40-6-92	PED MUST YIELD/NO CROSSWALK	\$109.89
40-6-95	PEDESTRIAN UNDER THE INFLUENCE (PUJ)	\$153.86
40-6-96	PED MUST WALK ON SIDEWALK / SHOULDER	\$109.89
40-6-98	DRIVING THROUGH SAFETY ZONE	\$109.89
40-7-4	OPERATING RESTRICTIONS FOR OFF-ROAD VEHICLE	\$109.89
40-8-130	ILLEGAL MUFFLERS	\$109.89
40-8-181	VISIBLE EMISSIONS	\$109.89
40-8-20	LIGHTED HEADLIGHTS/OTHER LIGHTS REQUIRED	\$109.89

Proposed List as of December 1, 2016

40-8-22	HEADLIGHT REQUIREMENTS	\$109.89
40-8-22B	MOTORCYCLE MORE THAN 2 HEADLIGHTS	\$109.89
40-8-22D	HEADLIGHT COVERS PROHIBITED	\$109.89
40-8-23	TAILLIGHTS/LENSES REQUIRED	\$109.89
40-8-23D	TAG LIGHT REQUIRED	\$109.89
40-8-24	REFLECTORS	\$109.89
40-8-25	NO BRAKE LIGHTS/TURN SIGNALS	\$109.89
40-8-26	NO OPERATING BRAKE LIGHTS/SIGNALS	\$109.89
40-8-27	LIGHT/FLAG REQ ON PROJECTING LOAD	\$109.89
40-8-29	SPOTLIGHT/FOG LIGHTS/AUX LIGHT	\$109.89
40-8-31	FAIL TO DIM HEADLIGHTS	\$109.89
40-8-31	USE OF MULTIBEAM LIGHTING EQUIPMENT	\$109.89
40-8-32	RURAL MAIL CARRIERS-AMBER LIGHTS	\$109.89
40-8-4	SLOW VEH MUST TRIANGLE WARNING DEVICE	\$109.89
40-8-50	BRAKES REQUIRED	\$109.89
40-8-52	FAILURE TO SECURE PARKING/EMERGENCY BRAKE	\$109.89
40-8-6	ALTERED SUSPENSION	\$109.89
40-8-7	DRIVING UNSAFE/IMPROPERLY EQUIPPED VEHICLE	\$109.89
40-8-70	HORNS OR VARYING DEVICES VIOLATION	\$109.89
40-8-70A	NO HORN/IMPROPER USE	\$109.89
40-8-71	IMPROPER EXHAUST	\$109.89
40-8-72	MIRROR REQUIRED/VIS OBSTRUCT	\$109.89
40-8-73	VIEW OBSTRUCTED/WINDSHIELD	\$109.89
40-8-73.1	WINDOW TINT 1ST	\$109.89
40-8-73.1	WINDOW TINT 2ND	\$131.86
40-8-73.1	WINDOW TINT 3RD	\$194.15
40-8-73B	WIPER REQUIREMENTS	\$109.89
40-8-74	TIRE REQUIREMENTS	\$109.89
40-8-75	TIRE COVERS (MUD FLAPS ON REAR TIRES)	\$109.89
40-8-76	CHILD SAFETY RESTRAINT 1ST	\$50.00
40-8-76	CHILD SAFETY RESTRAINT 2ND	\$100.00
40-8-76	CHILD SAFETY RESTRAINT 3RD	\$100.00
40-8-76.1	ADULT SAFETY RESTRAINT	\$15.00
40-8-76.1E3	SAFETY RESTRAINT 8-17	\$25.00

Proposed List as of December 1, 2016

40-8-77	DEFECTIVE SHOCK ABSORBERS	\$109.89
40-8-79	RIDING IN BACK OF PICKUP ON INTERSTATE	\$109.89
40-8-8	NO WORKING SPEEDOMETER	\$109.89
4-120	SELLING ALC. AFTER HOURS	\$494.82
4-151	SERVING WITHOUT LICENSE (POURING)	\$494.82
4-18	OPEN CONTAINER IN PUBLIC	\$257.77
4-21	UNDERAGE ALCOHOL SALES	\$641.60
4-22	SELLING ALCOHOL WITHOUT LICENSE	\$669.58
4-22	UNDERAGE ALCOHOL SALES	\$641.60
4-256	SELLING ALCOHOL ON SUNDAY	\$641.60
4-31	POURING OUTLETS	\$641.60
4-66	SALE OF ALCOHOL TO UNDERAGE PERSON	\$641.60
46-7-39	DEFECTIVE 5TH WHEEL	\$1111.11
4-7	SELLING ALCOHOL ON SUNDAYS/HOLIDAYS	\$641.60
5-16E	ACCUMULATION OF WASTE MATTER 1ST	\$150.00
5-16E	ACCUMULATION OF WASTE MATTER 2ND	\$300.00
5-16E	ACCUMULATION OF WASTE MATTER 3RD	\$450.00
5-16H	NO RABIES TAG 1ST	\$150.00
5-16H	NO RABIES TAG 2ND	\$300.00
5-16H	NO RABIES TAG 3RD	\$450.00
5-18A	CRUELTY TO ANIMALS 1ST	\$250.00
5-18A	CRUELTY TO ANIMALS 2ND	\$500.00
5-18A	CRUELTY TO ANIMALS 3RD	\$750.00
5-4	ANIMAL AT LARGE 1ST	\$150.00
5-4	ANIMAL AT LARGE 2ND	\$300.00
5-4	ANIMAL AT LARGE 3RD	\$450.00
5-7	MAXIMUM NUMBER OF DOGS AND CATS 1ST	\$150.00
5-7	MAXIMUM NUMBER OF DOGS AND CATS 2ND	\$300.00
5-7	MAXIMUM NUMBER OF DOGS AND CATS 3RD	\$450.00

	<p>NOTES:</p> <p>1) The above fines do not include CSI fee and applicable State surcharges which are to be added to the base fine above.</p> <p>2) These fines, except where specifically set by Ordinance or State Law, are the recommended fines. The Judge may waiver, lower, or increase as allowed by law.</p> <p>3) For any City Code violation not listed above, the fine shall be up to \$1000.00 per day per violation, unless otherwise indicated by Ordinance.</p> <p>4) For any State offense adjudicated in the Municipal Court, not listed above, the fine shall be as provided by State law.</p>	
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City of Cartersville

City Council Meeting
12/15/2016 7:00:00 PM

Capacity Fee Reduction for Homeless Shelter and Low Income Transitional Housing

SubCategory:	Other
Department Name:	
Department Summary Recommendation:	<p>Attached is the Resolution and Agreement for the Homeless Shelter reducing capacity fees for some low income transitional housing. The Water Department has provided the current capacity fee of \$2,320.00. The Council will need to decide the percentage of reduction for each housing unit.</p> <p>The City shall have to reimburse to the capacity fee fund from its general fund the discounted amount.</p>
City Manager's Remarks:	Please give us direction on the amount to fill in the contract.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO. _____

WHEREAS, the Mayor and City Council have determined that there is a need for low income transitional housing in the City of Cartersville;

WHEREAS, the Mayor and City Council of the City of Cartersville deem it in the best interest of the City and its inhabitants to provide low income transitional housing to promote and protect the general safety, health, welfare, peace, security, good order, comfort, convenience, and morals of the City and its inhabitants;

WHEREAS, the Homeless Shelter Action Committee, Inc., a Georgia non-profit corporation (hereinafter referred to as "Shelter") owns property at 8, 10, 12,14, 16, 18, 20, and 22 Johnson Cove in the City of Cartersville, Georgia;

WHEREAS, the Shelter desires to construct low income transitional housing on said properties; and

WHEREAS, in order to assist and incentivize construction of low income transitional housing, the City proposes to reduce its water and sewer capacity fees by _____ (___%) percent

NOW, THEREFORE, BE IT AND IS HEREBY RESOLVED, by the Mayor and City Council that for the construction of low income transitional housing at 8, 10, 12, 14, 16, 18, 20 and 22 Johnson Cove, Cartersville, Georgia, by the Shelter, that the City shall reduce its water and sewer capacity fees by _____ (___%) percent for each unit constructed. The City shall, from its general fund, refund the water and sewer capacity fee the amount of said reduction in fees to the Shelter. Furthermore, the Mayor and City Council hereby authorize the Mayor and City Clerk to execute the contract attached as Exhibit "A" providing the terms and conditions which shall be complied with by both parties to provide for the reduction in water and sewer capacity fees and construction of low income transitional housing.

BE IT AND IT IS HEREBY RESOLVED, this _____ day of _____, 2016.

CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia

Attested to by:

By: _____
Matthew J. Santini, Mayor

Connie Keeling, City Clerk

STATE OF GEORGIA

COUNTY OF BARTOW

CONTRACT FOR PERFORMING SERVICES

THIS AGREEMENT made this ____ day of _____, 20____, between the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation and political subdivision of the State of Georgia, (hereinafter referred to as “City”) and **HOMELESS SHELTER ACTION COMMITTEE, INC.**, A Georgia Non-Profit Corporation (hereinafter referred to as “Contractee”).

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants;

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants;

WHEREAS, the Mayor and city Council feel there is a need for low income transitional housing in the City of Cartersville;

WHEREAS, Contractee is a Georgia domestic non-profit corporation that provides low income transitional house;

WHEREAS, in order to encourage the construction of low income transitional housing, the Mayor and City Council wish to provide an incentive by reducing its water and sewer capacity fees by _____ (___%) percent on the following properties upon which low income transitional housing is to be constructed;

WHEREAS, the properties are as follows:

8 Johnson Cove, City of Cartersville, Georgia, Georgia 30120;

10 Johnson Cove, City of Cartersville, Georgia 30120;

12 Johnson Cove, City of Cartersville, Georgia 30120

14 Johnson Cove, City of Cartersville, Georgia 30120
 16 Johnson Cove, City of Cartersville, Georgia 30120
 18 Johnson Cove, City of Cartersville, Georgia 30120
 20 Johnson Cove, City of Cartersville, Georgia 30120
 22 Johnson Cove, City of Cartersville, Georgia 30120

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Section 1. Identification of Properties. The City and Contractee hereby agree as follows:

- (a) Contractee shall construct and provide low income transitional housing on the following properties:

8 Johnson Cove, City of Cartersville, Georgia, Georgia 30120;
 10 Johnson Cove, City of Cartersville, Georgia 30120;
 12 Johnson Cove, City of Cartersville, Georgia 30120
 14 Johnson Cove, City of Cartersville, Georgia 30120
 16 Johnson Cove, City of Cartersville, Georgia 30120
 18 Johnson Cove, City of Cartersville, Georgia 30120
 20 Johnson Cove, City of Cartersville, Georgia 30120
 22 Johnson Cove, City of Cartersville, Georgia 30120

Section 2. Reduction of Water and Sewer Capacity Fees. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

- (a) The city shall reduce the current water and sewer capacity fees in the above properties which currently is \$2,320.00 per property by _____ (___%) percent in exchange for Contractee providing low income transitional housing. The new water and sewer capacity fee for each property shall be \$_____;
- (b) The City shall reimburse the water and sewer capacity fee fund for the amount of reduction provided on the above referenced properties.

Section 3. Time Period for Activities. Contractee agrees to perform the above described activities within the following time period: Two (2) years from the date of this Contract.

Section 4. Financial Reporting.

(a) Contractee shall by the tenth (10th) of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to, if the funds provided herein exceed 33 1/3% of Contractee's annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(b) Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City, if a budget must be submitted.

Section 5. No Liability. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Hold Harmless. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. Failure to Perform. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. Progress Reports. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. Notices. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Homeless Shelter Action Committee, Inc.
110 Porter Street
Cartersville, Georgia 30120

Section 11. Transfer Obligations. Contractee cannot transfer its obligations or the right to a reduction of water and sewer capacity fees without the prior express approval of the Mayor and city Council of the City of Cartersville.

Section 12. Time. Time is of the essence of this Contract.

Section 13. Applicable State Law. This Contract shall be construed in accordance with the law of the State of Georgia.

Section 14. Entire Agreement. This Contract contains the sole, complete and entire agreement and understanding between the parties concerning the matters stated herein. This Contract may not be altered, modified, or changed in any manner except by writing duly executed by the parties. No statements, promises, or representations have been made by any party to another and no consideration has been or is offered, promised, expected or held out, other than that stated in this Contract.

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: CITY OF CARTERSVILLE, GEORGIA

Witness

Matthew J. Santini, Mayor

Notary Public

Connie Keeling, City Clerk

ACCEPTANCE OF AGREEMENT

The above Agreement is hereby accepted this _____, day of _____, 20_____.

Signed, sealed and delivered in the presence of: HOMELESS SHELTER ACTION COMMITTEE, INC.

Witness

By:_____
Signature

Notary Public

Print Name:_____

Its:_____



City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
Lot 51 Dedication of Lenox Park**

SubCategory:	Deed of Gift
Department Name:	Administration
Department Summary Recommendation:	<p>The property owner wishes to dedicate a lot on which they erroneously constructed part of the City Street.</p> <p>These documents have been reviewed by Staff and are recommended for your approval.</p>
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO. _____

WHEREAS, the property owner of the property described on Exhibit “A” and in the Deed of Gift attached hereto and incorporated herein as Exhibit “B” (hereinafter referred to as the “Property”) has approached the City of Cartersville to donate said property;

WHEREAS, the Mayor and City Council of the City of Cartersville have reviewed the request and determined that acceptance of the Property by the City furthers its objectives to provide sufficient right of way for Lenox Park Avenue;

WHEREAS, the acceptance of the donation is recommended by the City Manager;

WHEREAS, the Property is currently appraised at \$22,500.00 by Glen Harris, Harris Appraisal Service, as of November 15, 2016; and

WHEREAS, Lenox Holdings, LLC has agreed to donate the Property to the City for its appraised value of \$22,500.00.

NOW, THEREFORE, BE IT AND IS HEREBY RESOLVED, by the Mayor and City Council that it accept the donation by Lenox Holdings, LLC of the Property that is being described on Exhibit “A” and also referenced as Lot 51 of Lenox Park, bearing street address 12 Park Circle, according to the present system of numbering houses in the City of Cartersville, Bartow County, Georgia at its appraised value as determined by the appraisal by Glen Harris, Harris Appraisal Service dated November 15, 2016 of \$22,500.00 and the Mayor and City Council hereby accept the donated value of \$22,500.00 for said Property. Additionally, the Mayor and City Clerk are authorized to sign any and all necessary documents requested by Lenox Holdings, LLC in regard to the acceptance of this donation and for tax purposes.

BE IT AND IT IS HEREBY RESOLVED, this _____ day of _____, 2016.

CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia

Attested to by:

Connie Keeling, City Clerk

By: _____
Matthew J. Santini, Mayor

After recording, return to:
ARCHER & LOVELL
PO Box 1024
Cartersville GA 30120

STATE OF GEORGIA
COUNTY OF BARTOW

DEED OF GIFT

THIS INDENTURE is made as of _____ day of _____, 2016, between **LENOX HOLDINGS, LLC** (hereinafter referred to as "Grantor") and **CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia** (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

WITNESSETH THAT GRANTOR, for and in consideration of love and affection for Grantee and other good consideration, does hereby give, grant and convey unto Grantee all that tract or parcel of land lying more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 554, 4TH DISTRICT, 3RD SECTION, SITUATED IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA AND BEING REFERENCED AS LOT 51, LENOX PARK, AS INDICATED ON A SURVEY DATED SEPTEMBER 15, 2016, PREPARED BY KEVIN N. COONEY, G.R.L.S. NO. 2980 AND RECORDED IN PLAT BOOK _____, PAGE _____, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, BARTOW COUNTY, GEORGIA FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
LENOX HOLDINGS, LLC

Witness

By:_____

Its: Managing Manager

Notary Public [NOTARY SEAL]

CO = CLEAN OUT
 ICV = IRRIGATION VALVE
 IPF = IRON PIN FOUND
 IPP = IRON PIN PLACED
 OTP = OPEN TOP PIPE
 CTP = CRIMPED TOP
 R/W = RIGHT OF WAY
 CM = CONCRETE MONUMENT
 N/F = NOW OR FORMERLY

WM = WATER METER
 WV = WATER VALVE
 L.L. = LAND LOT
 L.L.L. = LAND LOT LINE
 PP = POWER POLE
 -P- = POWER LINE
 -X- = FENCE LINE
 CH. = CHORD
 A or L = ARC LENGTH

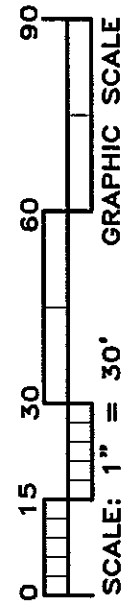
PLAT REVISION SURVEY FOR:

LENOX HOLDINGS, LLC

LOCATED IN LAND LOT 554,
 4th DISTRICT, 3rd SECTION,
 CARTERSVILLE, BARTOW COUNTY, GEORGIA
 BEING LOTS 50 & 51 OF LENOX PARK

DATE: SEP. 15, 2016 REV: JOB NO: 16089
 DATE OF FIELDWORK: JUNE 15, 2016

SOUTHLAND ENGINEERING
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
 114 OLD MILL ROAD, CARTERSVILLE, GA 30720 PH: 770.387.0440 FAX: 770.607.5151



General Notes

1. ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 24,200 FEET, AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS NOT ADJUSTED.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 160,000 FEET.
4. EQUIPMENT USED: TOPCON 3005W, TOTAL STATION, WITH DATA COLLECTOR.
5. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.

GEORGIA, BARTOW COUNTY
 CLERK'S OFFICE, SUPERIOR COURT
 Filed and Recorded this 19 day of
 September 2016 at 11:40c'clock AM
 in Plat Book 78 Page 34
 MELBA SCOGGINS, CLERK AD

Conformity Statement

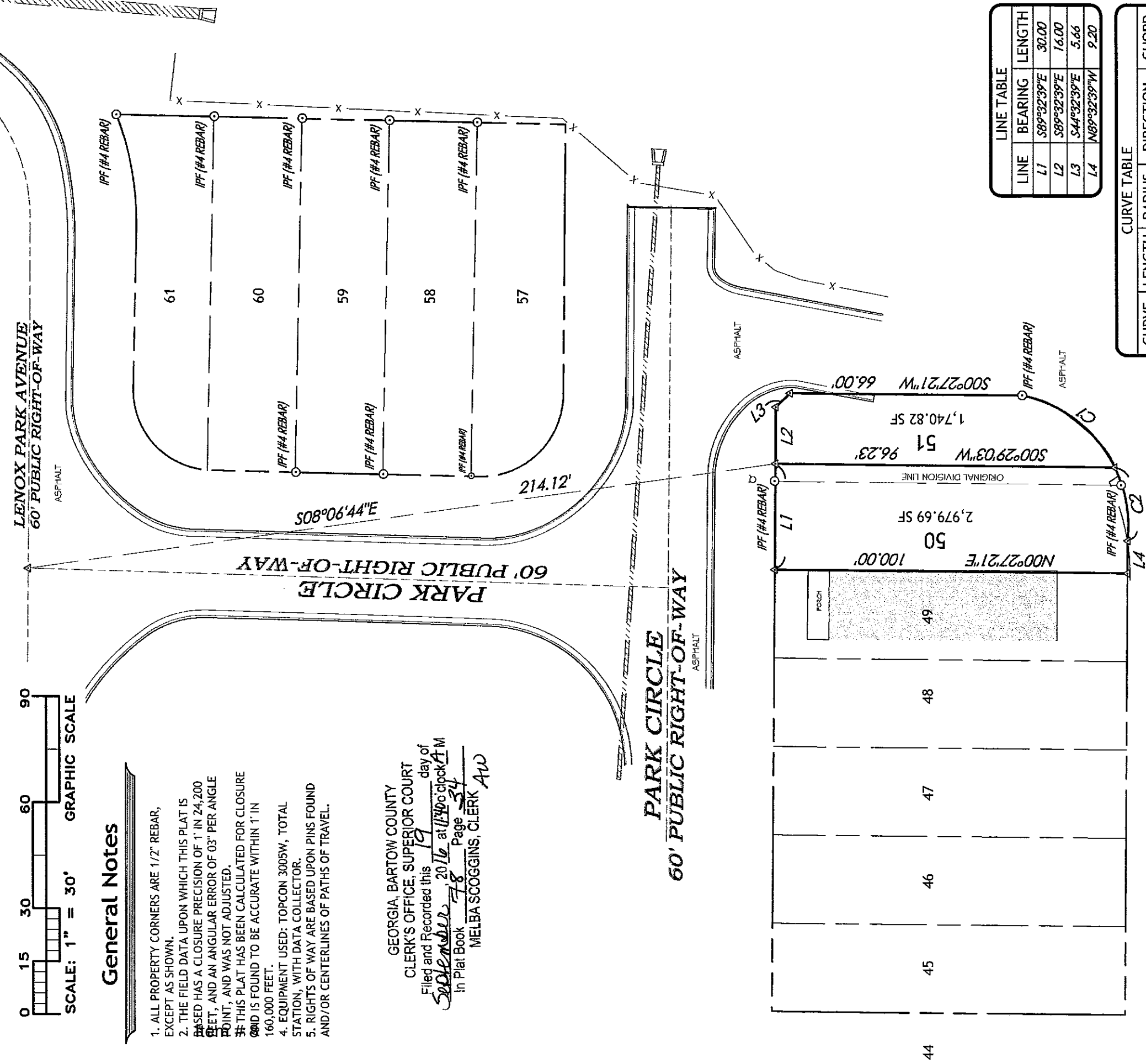
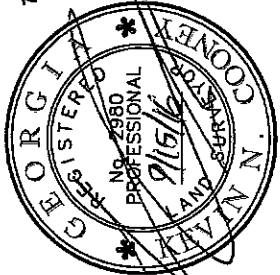
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

KEVIN COONEY - GA PLS 2980 DATE 9/15/16

Recording Statement

THIS PLAT HAS BEEN REVIEWED BY THE CITY OF CARTERSVILLE PLANNING AND ZONING DEPARTMENT AND IS AUTHORIZED TO BE RECORDED.

*Ready to Record DATE 9/16/16
 SIGNATURE *No building permits will be issued for lot # 51.



LINE TABLE

LINE	BEARING	LENGTH
L1	S89°32'39"E	30.00
L2	S89°32'39"E	16.00
L3	S44°32'39"E	5.66
L4	N89°32'39"W	9.20

CURVE TABLE

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	34.18	37.62	N37°50'51"E	33.01
C2	21.38	37.62	N80°09'27"E	21.09

APPRAISAL OF REAL PROPERTY



Attachment number 4 \nPage 1

LOCATED AT

12 Park Ct SE
Cartersville, GA 30120
Land Lot 554, 4th District, 3rd Section being lot#51 per plat book 58 page 255A-B

FOR

Lenox Holdings LLC
114 Old Mill Rd
Cartersville, GA 30120

OPINION OF VALUE

22,500

AS OF

11/15/2016

BY

Glenn A Harris
Harris Appraisal Service
P.O. Box 4032, Cartersville, GA 30120
GA Certification# CR6918 expires 10/31/2016

Item # 8

Harris Appraisal Service
P.O. Box 4032, Cartersville, GA 30120
GA Certification# CR6918 expires 10/31/2016

11/21/2016

Lenox Holdings LLC
114 Old Mill Rd
Cartersville, GA 30120

Attachment number 4 \nPage 2

Re: Property: 12 Park Ct SE
Cartersville, GA 30120
Borrower: Lenox Holdings LLC
File No.: 16110024

Opinion of Value: \$ 22,500
Effective Date: 11/15/2016

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Glenn A Harris
Owner/Appraiser
License or Certification #: CR06918
State: GA Expires: 10/31/2017

LAND APPRAISAL REPORT

Borrower Lenox Holdings LLC, Property Address 12 Park Ct SE, City Cartersville, County Bartow, State GA, Zip Code 30120. Legal Description Land Lot 554, 4th District, 3rd Section being lot#51 per plat book 58 page 255A-B. Sale Price \$ 0, Date of Sale N/A, Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD. Actual Real Estate Taxes \$ 60.62 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A. Lender/Client Lenox Holdings LLC Address 114 Old Mill Rd, Cartersville, GA 30120. Occupant Vacant Land Appraiser Glenn A Harris Instructions to Appraiser Estimate Fair Market Value

NEIGHBORHOOD: Location Urban Suburban Rural, Built Up Over 75% 25% to 75% Under 25%, Growth Rate Fully Dev. Rapid Steady Slow, Property Values Increasing Stable Declining, Demand/Supply Shortage In Balance Oversupply, Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos., Present 55% One-Unit 10% 2-4 Unit 10% Apts. 5% Condo 5% Commercial, Land Use 10% Industrial 40% Vacant, Change in Present Land Use Not Likely Likely Taking Place, Predominant Occupancy Owner Tenant Vacant, One-Unit Price Range \$ 750,000 to \$ 90,000 Predominant Value \$ 200,000, One-Unit Age Range 35 yrs. to 5 yrs. Predominant Age 15 yrs. Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject is located inside the City of Cartersville in a PUD development known as Lenox Park. Schools, parks and shopping are all close by. Employment centers are easily accessible and commute times during peak traffic periods are considered reasonable. No issues have been noted that would affect the marketability of the subject property.

SITE: Dimensions See attached tax map = 2,224 sf, Zoning Classification R1 Present Improvements Do Do Not Conform to Zoning Regulations, Highest and Best Use Present Use Other (specify), Elec. Gas Water San. Sewer Underground Elect. & Tel., OFF SITE IMPROVEMENTS Street Access Public Private, Surface Asphalt, Maintenance Public Private, Storm Sewer Curb/Gutter, Sidewalk Street Lights, Topo Gently sloping, Size 2224 sf, Shape Irregular, View Street/Typical, Drainage Natural ditch with no flooding, Is the property located in a FEMA Special Flood Hazard Area? Yes No, Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) No recent survey was provided to the appraiser. The subject lot size was taken from the Bartow County GIS mapping system. Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. No adverse easements or encroachments were noted at the time of inspection.

MARKET DATA ANALYSIS: The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3			
Address	12 Park Ct SE Cartersville, GA 30120	25 Etowah Ln SW Cartersville, GA 30120	Lantern Cir Cartersville, GA 30120	20 Jackson PI NW Cartersville, GA 30121			
Proximity to Subject		4.77 miles NW	6.58 miles N	7.28 miles N			
Sales Price	\$ 0	\$ 28,000	\$ 22,500	\$ 15,000			
Price \$/Sq. Ft.	\$ 0	\$ 0	\$ 0	\$ 0			
Data Source(s)	Inspection	Fmls#5749799, Exterior Inspect	Fmls#5730144, Exterior Inspect	Fmls#5512447, Exterior Inspect			
ITEM	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Date of Sale/Time Adj.	N/A	10/27/2016		08/30/2016		03/11/2016	
Location	Average	Average		Average		Average	
Site/View	Street/Typical	Street/Typical		Street/Typical		Street/Typical	
Site Size	2,224 sf	30,492 sf		024,829 sf		07841 sf	0
Topo	Average	Average		Average		Average	
Sales or Financing Concessions	N/A						
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$	
Indicated Value of Subject		\$ 28,000		\$ 22,500		\$ 15,000	

Comments on Market Data All sales are closed, confirmed arms length transactions which are the closest in proximity to the subject property. All comparables share similarities with the subject in size, location, use and available utilities. Each should help in providing an estimate of value for the subject property.

RECONCILIATION: Comments and Conditions of Appraisal This appraisal was prepared with the subject in "AS IS" condition. No personal property was included in the estimated value. Final Reconciliation See attached addenda. I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF TO BE \$ 22,500. Appraiser Glenn A Harris Supervisory Appraiser (if applicable) Date of Signature and Report 11/21/2016 Date of Signature Title Owner/Appraiser Title State Certification # CR06918 ST GA State Certification # Or State License # ST Or State License # Expiration Date of State Certification or License 10/31/2017 Expiration Date of State Certification or License Date of Inspection (if applicable) 11/15/2016 Did Did Not Inspect Property Date of Inspection Item # 8

Supplemental Addendum

File No. 16110024

Borrower	Lenox Holdings LLC				
Property Address	12 Park Ct SE				
City	Cartersville	County	Bartow	State	GA Zip Code 30120
Lender/Client	Lenox Holdings LLC				

NEIGHBORHOOD

No adverse factors were noted at the time of inspection within the subject area that would affect the marketability of the subject property.

COMMENTS AND CONDITIONS OF APPRAISAL

It should be noted in the appraisers opinion all comparables are similar to the subject in size, location, use, available utilities and marketability. Sales were few due to the lack of land development in the subject area. Attachment number 4 \nPage 4

FINAL RECONCILIATION

It is the appraisers opinion, based on the size of the subject tract and the sales utilized in this report, the subject property has an estimated value of \$22,500. A search was made to find the most similar and recent sales compared to the subject property. The sales that were used were the closest sales found in location, size, functionality, and desirability to the market. The indicated value was derived by giving equal weight to each sale utilized.

Borrower	Lenox Holdings LLC						
Property Address	12 Park Ct SE						
City	Cartersville	County	Bartow	State	GA	Zip Code	30120
Lender/Client	Lenox Holdings LLC						

This appraisal is defined by USPAP and considers all applicable approaches to value. It should be noted this report is not a home inspection. The appraiser only performed a visual inspection of accessible area and this appraisal cannot be relied upon to disclose conditions and/or defects in the subject property. As noted in this report the client is the intended user for this report. Furthermore just because the borrower or a third party may receive a copy of this appraisal from the intended user does not mean these parties are also considered the intended user as defined in the URAR form.

I Glenn Harris certify, as the appraiser, that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower or any other party to the transaction.

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Georgia Real Estate Appraiser Classifications and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board. [Real Estate Appraiser Classification and Regulation Act paragraph 539-3.02(1)(m) as amended August 1, 2006]

I have no current or prospective interest in the subject property or the parties involved and have not performed any services on the subject property within the last three years.

Paragraph 539-3-.02(1)(c) 1.d, Georgia Real Estate Appraisers Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board as amended August 1, 2006. Georgia Law requires a comment on the effect of value of foreclosures in the subject market area. According to Fmls foreclosure sales are present in Bartow County within the past year. Any affect these foreclosures have on the overall value of the neighborhood are reflected in the comparable sales.

This appraisal was order by the OWNER a fee of \$400.00

EXPOSURE TIME: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market. The appraisers have determined the subject property would have to be exposed for 3 to 6 months on the open market in order to have a market value of \$22,500 on the effective date of this appraisal.

Subject Deed

LIMITED WARRANTY DEED

76 1005-2013-03806

STATE OF GEORGIA
COUNTY OF BARTOW

FILE #: 13-17711

THIS INDENTURE made this 12th day of August, 2013, between HAMILTON STATE BANK SUCCESSOR IN INTEREST TO BARTOW COUNTY BANK of the County of Bartow and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and HALU, LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CARTERSVILLE AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FREE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:

Hollis A. Webster
Witness

HAMILTON STATE BANK SUCCESSOR IN INTEREST TO BARTOW COUNTY BANK

Cyndie Elrod
CYNID ELROD, Special Assets Accountant

Judy A. Morgan
Notary Public

My Commission Expires: 8-2-2015



Subject Legal

Attachment number 4 \nPage 7

Exhibit "A"

All that tract or parcel of land lying and being in the City of Cartersville, being in Land Lot 554, of the 4th District, 3rd Section, Bartow County, Georgia, and being Lots 1, 2, 3, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 50, 51, AND 57, 58, 59, 60, 61 of Lenox Park Subdivision as shown on plat recorded in Plat Book 58, page 255 A & B, of the Clerk's Office, Superior Court of Bartow County, Georgia, which plat by reference is incorporated herein for a more complete description of the property.

Also conveyed herewith are any and all rights of Wellcraft, Inc. as Developer, pursuant to Article I, Section 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Lenox Park recorded in Deed Book 1854, page 861-884, Clerk's Office, Superior Court of Bartow County, Georgia, so that Grantee acquired the status of Developer under said Declaration.

Item # 8

Subject Tax Map

Attachment number 4 \nPage 8



12 Park Circle			
Parcel: 34516 Acres: 0			
Name:	LENOX HOLDINGS LLC	Land Value	\$ 5,000
Site:	12 PARK CR	Building Value	0
Sale:	0 on 2013-08-12 Reason=U Qual=L	Misc Value	0
Mail:	925 NORTH TENNESSE ST CARTERSVILLE, GA 30120	Total Value:	\$ 5,000



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Date printed: 11/20/16 : 10:09:15

Subject Property Taxes

Attachment number 4 \nPage 9



Bartow County Tax Payment History

Detail for Property Id : **C017 0020 056**

Owner :

7 records found

Tax Year	Bill #	Orig Bill Amt	Interest Amt	Penalty Amt	Other Fees	Paid Date	Paid Amt	Current Bill	Bankrupt
2010	2745	\$312.82	\$0.00	\$0.00	\$0.00	11/16/2010	\$312.82	\$0.00	No
2011	2867	\$312.60	\$0.00	\$0.00	\$0.00	12/1/2011	\$312.60	\$0.00	No
2012	2871	\$115.44	\$0.00	\$0.00	\$0.00	1/22/2013	\$115.44	\$0.00	No
2013	3061	\$122.92	\$0.00	\$0.00	\$0.00	11/25/2013	\$122.92	\$0.00	No
2014	26460	\$27.89	\$0.00	\$0.00	\$0.00	11/14/2014	\$27.89	\$0.00	No
2015	23765	\$59.30	\$0.00	\$0.00	\$0.00	12/7/2015 11:04:31 AM	\$59.30	\$0.00	No
2016	23721	\$60.62	\$0.00	\$0.00	\$0.00	11/16/2016 11:39:33 AM	\$60.62	\$0.00	No

Frank Moore Administration and Judicial Building
135 W Cherokee Ave, Suite 217A
Cartersville, Georgia 30120

Tax Phone: [\(770\) 387-5111](tel:(770)387-5111)
Tag Phone: [\(770\) 387-5112](tel:(770)387-5112)
Fax: (770) 387-5018

Appraiser's E&O



LIA Administrators & Insurance Services

**APPRAISAL AND VALUATION
PROFESSIONAL LIABILITY INSURANCE POLICY**



Attachment number 4 \nPage 10

DECLARATIONS

ASPEN AMERICAN INSURANCE COMPANY

(A stock insurance company herein called the "Company")
175 Capitol Blvd. Suite 100
Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
08/08/2016	AAI002340-02	AAI002340-01

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

Item

<p>1. Customer ID: 156360 Named Insured: HARRIS APPRAISAL SERVICE Glenn A. Harris 23 Shagbark Dr. Cartersville, GA 30120</p>	
<p>2. Policy Period: From: 08/19/2016 To: 08/19/2017 12:01 A.M. Standard Time at the address stated in 1 above.</p>	
<p>3. Deductible: \$1,000 Each Claim</p>	
<p>4. Retroactive Date: 08/19/2004</p>	
<p>5. Inception Date: 08/19/2015</p>	
<p>6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate</p>	
<p>7. Mail all notices, including notice of Claim, to: LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652</p>	
<p>8. Annual Premium: \$774.00</p>	
<p>9. Forms attached at issue: LIA002 (12/14) LIA GA (11/14) LIA012 (12/14) LIA021 (10/14) LIA106 (10/14) LIA138 (10/14)</p>	

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

08/08/2016
Date
LIA-001 (12/14)

By 
Authorized Signature
Aspen American Insurance Company

Appraiser's License

Attachment number 4 \nPage 1

GLENN ADRIAN HARRIS

ORIGINALLY LICENSED

6918

07/09/1998

Status ACTIVE

**END OF RENEWAL
10/31/2017**

**CERTIFIED RESIDENTIAL REAL
PROPERTY APPRAISER**

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



WILLIAM L. ROGERS, JR.
Real Estate Commissioner

52424420

Item # 8

Subject Photo Page

Borrower	Lenox Holdings LLC				
Property Address	12 Park Ct SE				
City	Cartersville	County	Bartow	State	GA
Lender/Client	Lenox Holdings LLC				
				Zip Code	30120



Subject Front

12 Park Ct SE
 Sales Price 0
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View Street/Typical
 Site
 Quality
 Age

Attachment number 4 \nPage 1

Subject Rear



Subject Street

Item # 8

Comparable Photo Page

Borrower	Lenox Holdings LLC			
Property Address	12 Park Ct SE			
City	Cartersville	County Bartow	State GA	Zip Code 30120
Lender/Client	Lenox Holdings LLC			

Comparable 1

25 Etowah Ln SW
 Prox. to Subject 4.77 miles NW
 Sale Price 28,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View Street/Typical
 Site
 Quality
 Age

Attachment number 4 \nPage 13



25 Etowah Lane	
Parcel: 0744 Acres: 0	
Owner: MERIDIAN REAL ESTATE VENTURES	Land Value: \$ 18,800
Site: 25 ETOWAH LN	Building Value: 0
Sale: \$ 10,000 on 2026-10-25 Reason: Q Quasi	Misc. Value: 0
Map: 4403 MENDI CT	Total Value: \$ 18,800
Map: SUWANEE, GA 30024	

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 Date printed: 11/20/16: 10:50:34

Comparable 2

Lantern Cir
 Prox. to Subject 6.58 miles N
 Sale Price 22,500
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View Street/Typical
 Site
 Quality
 Age

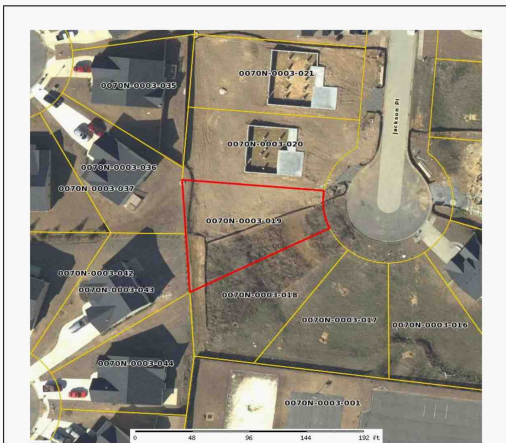


Lantern Cir	
Parcel: 11822 Acres: 0	
Owner: BARRICK DENNIS W &	Land Value: \$ 26,000
Site: 18 LANTERN CIR	Building Value: 0
Sale: \$ 5,000 on 1985-07-01 Reason: Q Quasi	Misc. Value: 0
Map: P O BOX 200801	Total Value: \$ 26,000
Map: CARTERSVILLE, GA 30120	

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 Date printed: 11/20/16: 10:52:09

Comparable 3

20 Jackson Pl NW
 Prox. to Subject 7.28 miles N
 Sale Price 15,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View Street/Typical
 Site
 Quality
 Age

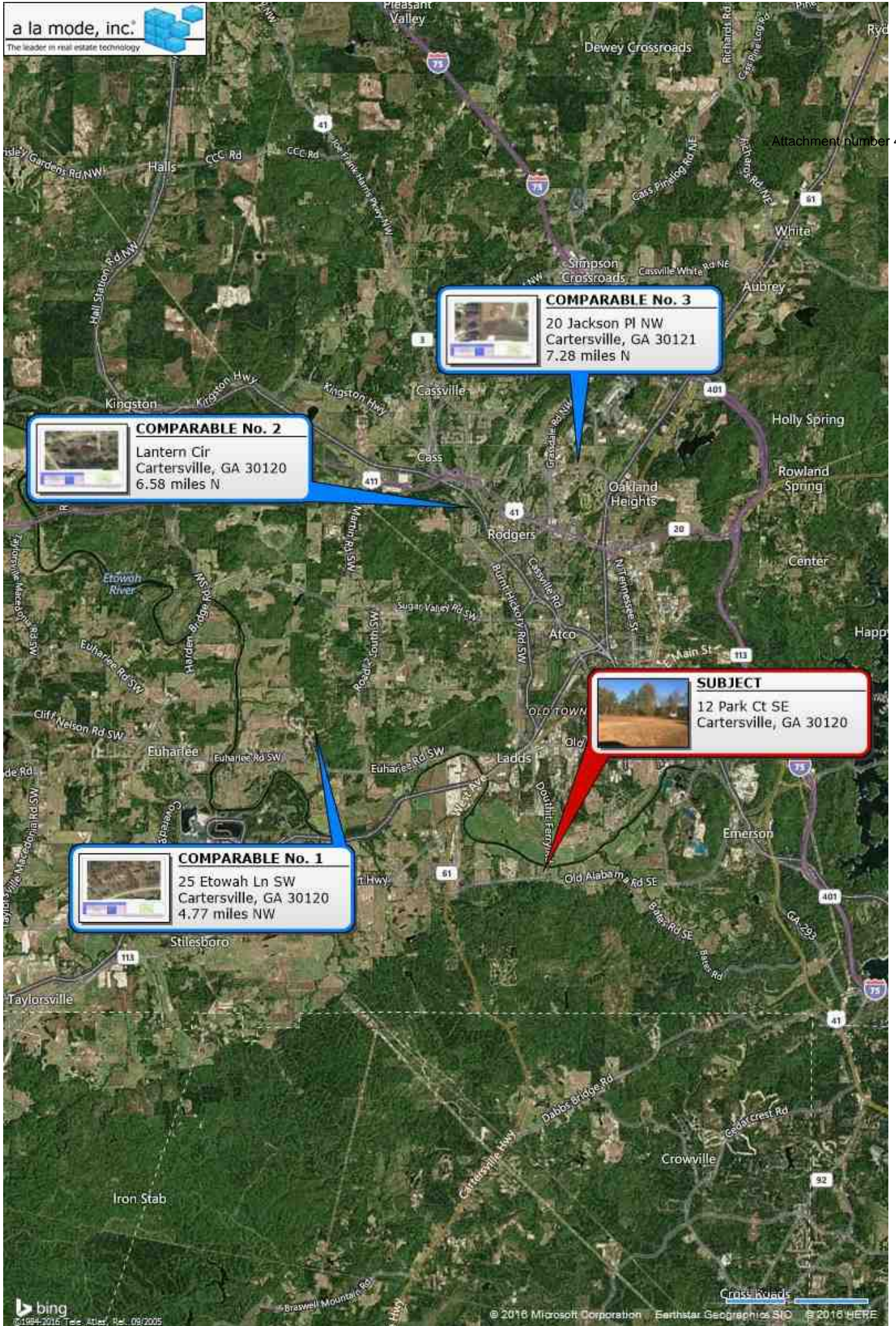


20 Jackson Place	
Parcel: 41251 Acres: 0	
Owner: SCHULTZ PAUL	Land Value: \$ 22,100
Site: 20 JACKSON PL	Building Value: 0
Sale: \$ 30,000 on 2020-05-20 Reason: Q Quasi	Misc. Value: 0
Map: 45 STATELY OAKS DR SE	Total Value: \$ 22,100
Map: CARTERSVILLE, GA 30120	

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 Date printed: 11/20/16: 10:26:13

Location Map

Borrower	Lenox Holdings LLC			
Property Address	12 Park Ct SE			
City	Cartersville	County Bartow	State GA	Zip Code 30120
Lender/Client	Lenox Holdings LLC			



Attachment number 4 \nPage 1



City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
Aldi Relocation Agreement**

SubCategory:	Contracts/Agreements
Department Name:	Gas Department
Department Summary Recommendation:	This agreement is to relocate a gas main for the installation of additional drainage on the Aldi site. We recommend council approval of this agreement.
City Manager's Remarks:	Aldi will reimburse the City for moving the gas line. Your approval of this agreement is recommended.
Financial/Budget Certification:	We are being reimbursed for the relocation of this line.
Legal:	This agreement has been approved by the City Attorney's office.
Associated Information:	

ARCHER & LOVELL, P.C.
P.O. Box 1024
Cartersville, GA 30120

RELOCATION AGREEMENT

This Relocation Agreement is made and entered into this _____ day of _____, 20____, by and between the **City of Cartersville**, a municipal corporation of the State of Georgia (hereinafter the "**City**") and **Aldi Inc. (GEORGIA)** a Georgia Corporation (hereinafter the "**Developer**").

WITNESSETH:

WHEREAS, Developer desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and **Aldi Inc. (GEORGIA)** is the owner of certain property being developed as **Aldi Inc.**, (hereinafter the "**Property**"), which is more particularly described in Exhibit "A" attached hereto;

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and its inhabitants and accept this Agreement to allow for the relocation of natural gas utility infrastructure (hereinafter "**natural gas line**") and to obtain the easements required for the relocation and to promote development in Bartow County;

WHEREAS, Developer desires to perform the following services for the City;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Developer will perform the following for the City and its inhabitants: provide a minimum of **\$12,407.40** (a breakdown of the costs are attached hereto as Exhibit "B") to relocate the existing natural gas line in accordance with the plans attached hereto and incorporated herein as Exhibit "C". The Developer shall agree to pay any and all reasonable and customary costs overruns and beyond the estimate attached as Exhibit "B". All of the above costs are based upon the Exhibits. If there are any reasonable and customary adjustments, Developer is responsible for all costs related to the scope of work referenced within the attached Exhibits.

2. In exchange for Developer providing the above described funds, the City shall relocate the existing natural gas line as shown in Exhibit "C".
3. Developer agrees to pay the above described sum within the following time period, no later than ten (10) days from the date of this agreement, or no later than ten (10) days from the notice of any additional costs associated with the scope of work referenced herein.
4. Developer shall be responsible for expenses and costs associated with this Agreement and installation of the natural gas line and related appurtenances including, but not limited to, legal fees, closing fees, real estate fees, recording fees, title fees and survey fees.
5. The City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed gas facilities within the relocation under this Agreement provided no further disturbance of such areas are planned within 14 days of initial disturbance.
6. With the exception of Paragraph 5 above, the Developer agrees to provide, install, maintain and remove any and all erosion and sediment control measures necessary or required to comply with all local, State and Federal erosion and sediment control requirements which may be associated with the construction of the proposed gas facilities within the relocation under this Agreement. The Developer further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 5 above as necessary or required to comply with all local, State and Federal erosion and sediment control requirements after initial application.
7. The City has no responsibility and/or liability for any activities and actions of the Developer.
8. Developer agrees to hold harmless the City against any and all claims, actions or suits against it relating to Developer's act or omission under the Agreement or the performance of services by Developer pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Developer will reimburse the City for any and all costs incurred by the City in defending any such claims against the City arising out of the foregoing in this Section 8.
9. Notices:

If to the City: City Manager
 P.O. Box 1390
 Cartersville, Georgia 30120
 770.387.5686

If to the Developer: Aldi Inc. (GEORGIA)
1597 Dry Pond Road
Jefferson, Georgia 30549

IN WITNESS WHEREOF, the parties hereto set their hands and affix their seals
this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

Unofficial Witness

CITY OF CARTERSVILLE, GEORGIA

Notary Public

Matt Santini, Mayor

My Commission Expires: _____

ATTEST:

Connie Keeling, City Clerk

Signed, sealed and delivered in the presence of:

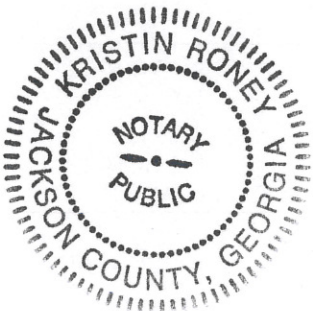
[Signature]
Unofficial Witness

ALDI INC. (GEORGIA)

Kristi Roney
Notary Public

[Signature]
Thomas Behtz

My Commission Expires: *May 16, 2017*



CASE NO. 63427.02

POLICY NO. 7230610-210052161

EXHIBIT "A" (Page 1 of 3)

TRACT (A)
Tax Parcel C009-0007-001

All that tract or parcel of land lying and being in Land Lot 335, 4th District, Bartow County, Georgia, containing 0.637 acres, more or less, and more particularly described as follows:

Beginning at a 1/2" rebar 180' from the centerline of US Hwy 41 located at the intersection of the east right of way of Rowland Springs Road (right of way varies) and the north right of way of Martin Luther King Jr. Drive (60' R/W at this point), said point being the TRUE POINT of BEGINNING; thence proceed along the right of way of Rowland Springs Road the following calls, N12° 25' 14"E a distance of 183.00' to a 1/2" rebar found; thence, S88° 57' 36"W a distance of 31.42' to a 1/2" rebar found; thence, N12° 39' 55"E a distance of 42.22' to a 1/2" rebar and cap set; thence, departing the aforesaid right of way S88° 25' 16"E a distance of 74.96' to a 1/2" rebar and cap set; thence, S02° 57' 44"W a distance of 20.01' to a 1/2" rebar and cap set; thence, S88° 25' 16"E a distance of 58.15' to a 1/2" rebar and cap set; thence, S00° 08' 05"W a distance of 201.86' to a 1/2" rebar and cap set on the north right of way of Martin Luther King Jr. Drive; thence, along the aforesaid right of way N87° 37' 31"W a distance of 148.89' to a 1/2" rebar found and the TRUE POINT of BEGINNING.

Said property contains 0.637 acre more or less.

CASE NO. 63427.02

POLICY NO. 7230610-210052161

EXHIBIT "A" (Page 2 of 3)

TRACT (B)
Tax Parcel C009-0007-002

All that tract or parcel of land lying and being in Land Lots 335 & 336, 4th District, Bartow County, Georgia, containing 0.953 acres, more or less, and more particularly described as follows:

To arrive at the TRUE POINT of BEGINNING, commence from a 1/2" rebar, 180' from the centerline of US Hwy 41 located at the intersection of the east right of way of Rowland Springs Road (right of way varies) and the north right of way of Martin Luther King Jr. Drive (60' R/W at this point); thence running along the north right of way of Martin Luther King Jr. Drive S87° 37' 31"E a distance of 148.89' to a 1/2" rebar and cap set and the TRUE POINT of BEGINNING.

Thence, from said TRUE POINT of BEGINNING and departing the right of way of Martin Luther King Jr. Drive N00° 08' 05"E a distance of 201.86' to 1/2" rebar and cap set; thence, S88° 25' 16"E a distance of 198.20' to a 1/2" rebar and cap set; thence, S01° 31' 34"W a distance of 212.79' to a 1/2" rebar found on the north right of way of Martin Luther King Jr. Drive (40' right of way at this point); thence, along the aforesaid right of way N88° 07' 33"W a distance of 193.05' to a 1/2" rebar found at the point where the right of way of Martin Luther King Jr. Drive makes a transition for a 40' right of way to a 60' right of way; thence, N00° 08' 05"E a distance of 10.00' to a 1/2" rebar and cap set and the TRUE POINT of BEGINNING.

Said property contains 0.953 Acres more or less.

CASE NO. 63427.02

POLICY NO. 7230610-210052161

EXHIBIT "A" (Page 3 of 3)

TRACT (C) & (D)
Tax Parcels C009-0007-006 & C009-0007-007

All that tract or parcel of land lying and being in Land Lots 335 & 336, 4th District, Bartow County, Georgia, containing 1.404 acres, more or less, and more particularly described as follows:

To arrive at the TRUE POINT of BEGINNING, commence at a 1/2" rebar 180' from the centerline of US Hwy 41 located at the intersection of the east right of way of Rowland Springs Road (right of way varies) and the north right of way of Martin Luther King Jr. Drive (60' R/W at this point); thence proceed along the right of way of Rowland Springs Road the following calls N12° 25' 14"E a distance of 183.00' to a 1/2" rebar found; thence, S88° 57' 36"W a distance of 31.42' to a 1/2" rebar found; thence, N12° 39' 55"E a distance of 42.22' to a 1/2" rebar and cap set and the TRUE POINT of BEGINNING.

Thence, from said TRUE POINT of BEGINNING continuing along the aforesaid right of way N12° 39' 55"E a distance of 181.98' to a 4"x4" right of way monument found at the southwest property corner of Timber Ridge Condominiums; thence, running along the south property line of the aforesaid condominiums S88° 29' 29"E a distance of 295.84' to a 1/2" rebar found; thence, continuing along the property line of the aforesaid condominiums S01° 33' 02"W a distance of 99.95' to a 1/2" rebar found; thence, S01° 36' 43"W a distance of 99.00' to a 1/2" rebar and cap set; thence, N88° 25' 16"W a distance of 256.35' to a 1/2" rebar and cap set; thence, N02° 57' 44"E a distance of 20.01' to a 1/2" rebar and cap set; thence N88° 25' 16"W a distance of 74.96' to a 1/2" rebar and cap set and the TRUE POINT of BEGINNING.

Said property contains 1.404 Acre more or less.

TOGETHER WITH drainage easement as contained in Drainage Easement Agreement between ALDI, Inc. (Georgia) and Richard H. Cole, dated August 29, 2016, filed September 7, 2016, recorded in Deed Book 2860, page 549, Bartow County, Georgia records.

Natural Gas Main Relocation
Aldi, Inc. Drainage Conflict
Cartersville Project No. SP-16-002

November 9, 2016

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE¹</u>	<u>ESTIMATED TOTAL AMOUNT</u>
Contractor Labor Costs:					
1.	2-3/8" O.D.-.154" W.T., F.B.E. Coated, ERW X42/52 Steel Line Pipe ²	125	L.F.	\$12.12	\$1,515.00
2.	2" Stopper Fitting w/Outlet, ANSI Class 150	2	Ea.	\$1,650.00	\$3,300.00
3.	Asphalt Pavement Removal ³	20	S.Y.	\$112.50	\$2,250.00
4.	Purge & Abandon In Place	75	L.F.	\$1.50	<u>\$112.50</u>
ESTIMATED CONTRACTOR LABOR COST					\$7,177.50
Subcontractor Labor Costs:					
1.	2" Stopper Fitting w/Outlet, ANSI Class 150	2	Ea.	\$2,225.50	<u>\$4,451.00</u>
ESTIMATED SUBCONTRACTOR LABOR COST					\$4,451.00
ESTIMATED CONTRACTOR LABOR COST					<u>\$7,177.50</u>
TOTAL ESTIMATED LABOR COST					\$11,628.50
Material Costs:					
1.	2-3/8" O.D.-.154" W.T., F.B.E. Coated, ERW X42/52 Steel Line Pipe	125	L.F.	\$3.86	\$482.50
2.	2" Stopper Fitting w/Outlet, ANSI Class 150	2	Ea.	\$113.95	\$227.90
3.	2"x90° L.R. Elbow, Standard Weight	4	Ea.	\$11.50	\$46.00
4.	2" End Cap, Standard Weight	2	Ea.	\$11.25	<u>\$22.50</u>

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE¹</u>	<u>ESTIMATED TOTAL AMOUNT</u>
TOTAL ESTIMATED MATERIAL COST					\$778.90
TOTAL ESTIMATED CONTRACTOR & SUB LABOR COST					<u>\$11,628.50</u>
TOTAL ESTIMATED PROJECT COST					\$12,407.40

¹ Estimated unit prices of construction costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus 150% adjustment for inflation. Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated April 8, 2016.

² All horizontal and vertical construction staking shall be provided by and at the expense of the Developer.

³ Asphalt replacement shall be performed by and at the expense of the Developer as part of the pavement replacement following drainage construction.

georgia civil
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 LAND SURVEYING

113 Woodchuck Street, Suite A
 Marietta, Georgia 30066
 P: 770.421.1191 F: 770.241.1022
 www.georgiacivil.com

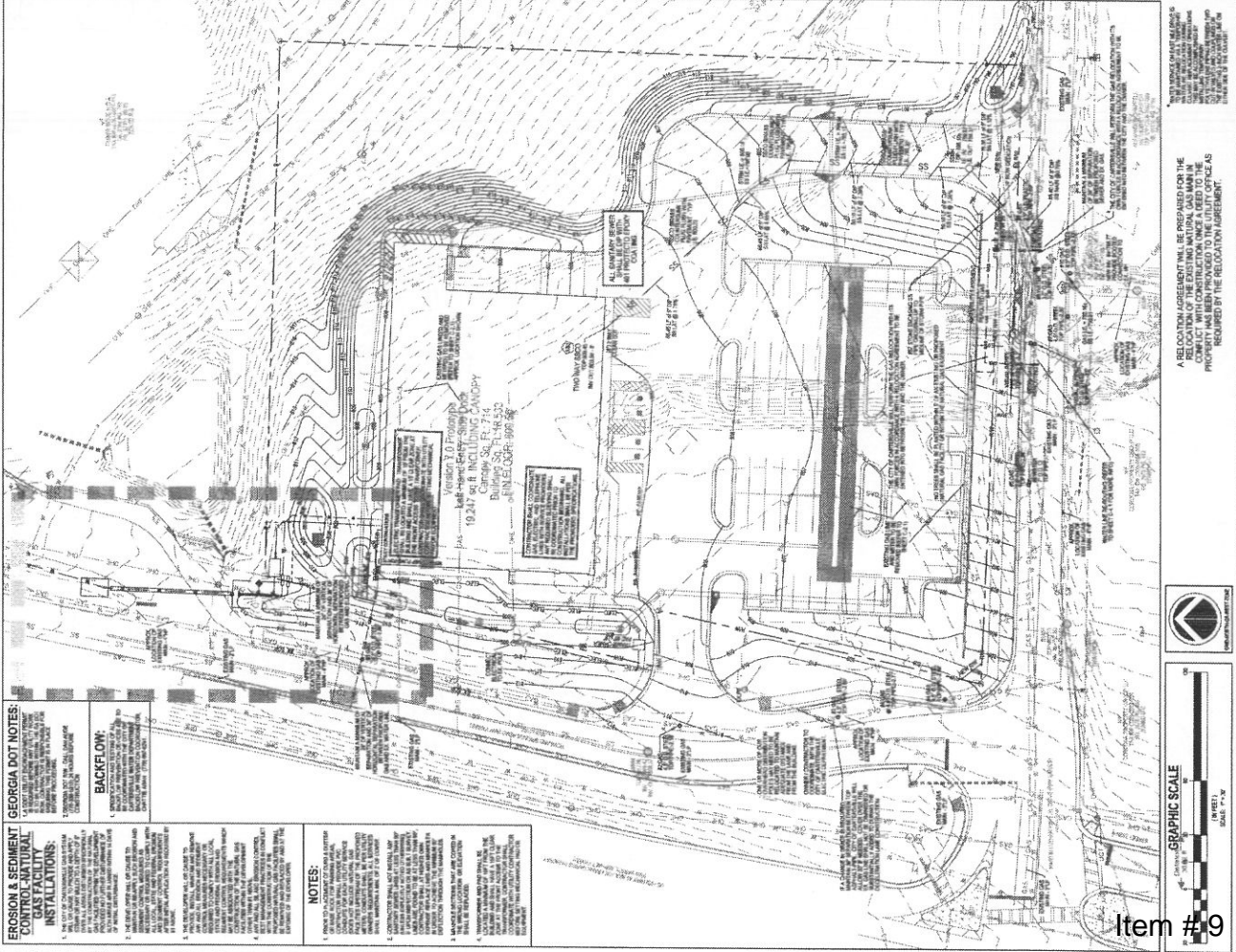
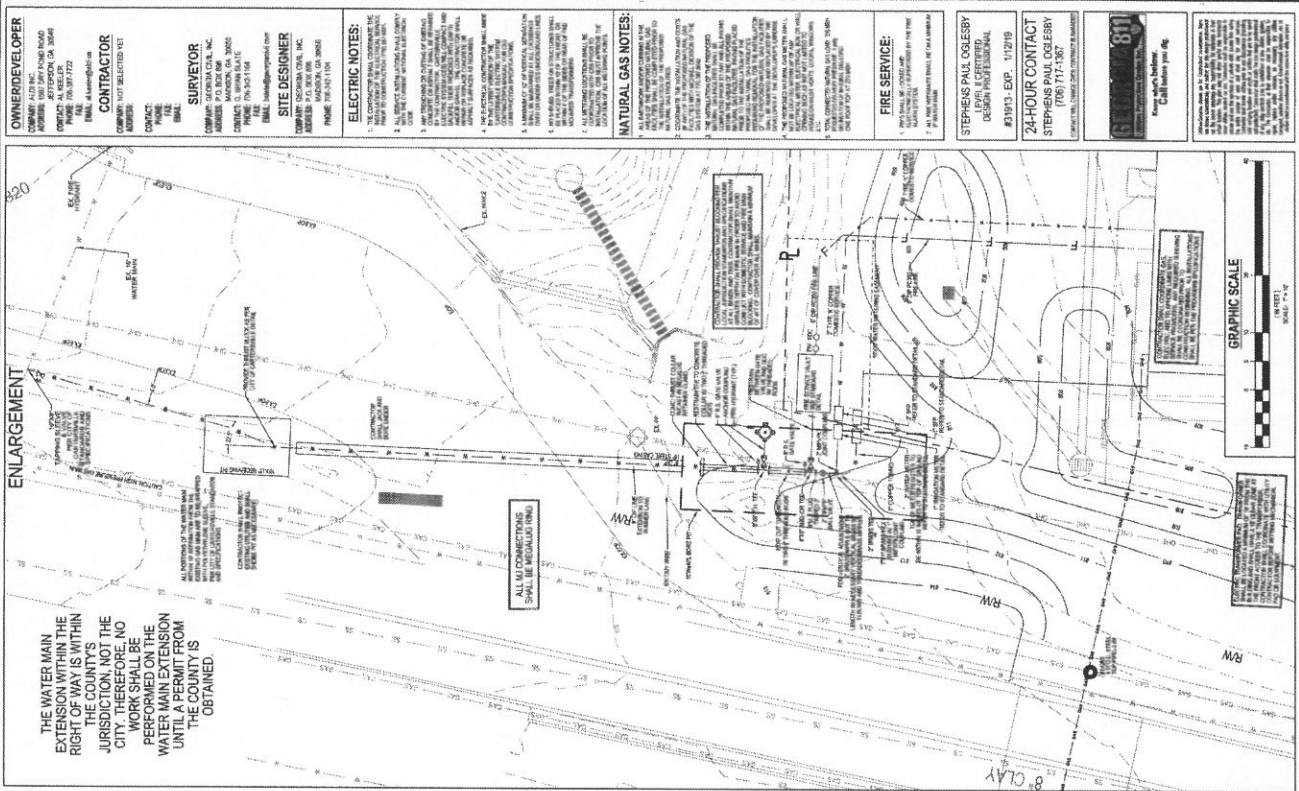


ALDINC.
 LAND LOTS 335 & 336 OF THE 4TH DISTRICT, 3RD SECTION
 ROWLAND SPRINGS ROAD AND MARTIN LUTHER KING, JR. DRIVE
 CARTERSVILLE, GA 30120
 BARTOW COUNTY
 ZONING (CARTERSVILLE) G-(GENERAL COMMERCIAL)

DRAWING NO.	14115
DATE	04/11/15
DESIGNED BY	CPK
CHECKED BY	CPK
DATE	04/11/15
SCALE	AS SHOWN
PROJECT	ALDINC.
SHEET	1 OF 1

SITE UTILITY PLAN

C-5.1





City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
Georgia Transmission Corporation Easements and Settlement Agreement**

SubCategory:	Easements
Department Name:	Electric Department
Department Summary Recommendation:	<p>Attached are two (2) Easements and a Settlement Agreement for Parcel 15 and Parcel 16 off of Sugar Valley Road that are needed by Georgia Transmission Company for a line extension and improvements.</p> <p>These documents have been reviewed by Staff and are recommended for your approval.</p> <p>There are no conflicts with City Utilities.</p>
City Manager's Remarks:	Your approval of these items is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Upon recording return to:
Chuck Scarborough
Georgia Transmission Corporation
2100 East Exchange Place
Tucker, Georgia 30084

Cartersville – Gossen 46 kV Transmission Line Attachment number 1 \nPage 1 of 1
(REF: Cartersville - Goodyear 46 kV Transmission Line)
Parcel Number(s) 016

STATE OF Georgia

COUNTY OF Bartow

EASEMENT FOR RIGHT-OF-WAY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by **GEORGIA TRANSMISSION CORPORATION** (an Electric Membership Corporation), a Georgia corporation (hereinafter called “Cooperative”), the receipt and sufficiency of which is hereby acknowledged, the undersigned, **CITY OF CARTERSVILLE**, (“Grantor”) (including Grantor’s successors and assigns) do(es) hereby grant to Cooperative, the right to from time to time, construct, operate, maintain and renew overhead and underground electric transmission, distribution and communication lines, with necessary or convenient towers, frames, poles, access roads, wires, manholes, anchors, guy wires, conduits, fixtures and appliances, protective wires and devices in connection therewith upon or under a strip of land more fully located and described below (the “Easement Area”); the right to permit the attachment of cables, lines, wires, apparatus, fixtures and appliances of any other company, or person, to said towers, frames, and poles for electric, communications or other purposes, upon and under said Easement Area; together with all rights and privileges necessary or convenient for the full enjoyment or use of said Easement Area for the purposes above described; including the right of ingress and egress within said Easement Area over the property of the Grantor, and the right to cut away and keep clear, remove and dispose of all trees and vegetation, which at maturity may reach a height of fifteen feet or more, located on said Easement Area, although Cooperative may leave any cut trees and vegetation on said Easement Area as may be required for regulatory compliance(s) or prudent construction methods which shall not be disturbed or removed by Grantor. Further, Cooperative shall have the right to remove and dispose of all obstructions on said Easement Area or that may at any time hereafter be placed thereon by the Grantor or any other person, and to cut, remove and dispose of danger trees on Grantor’s property adjacent thereto, which now or may hereafter injure or endanger any of said lines and other facilities on said Easement Area provided that on future cutting of such danger trees Cooperative shall pay to the Grantor, or to the Grantor’s successors or assigns, the fair market value of the merchantable timber so cut. The timber so cut to become the property of Cooperative.

The Easement Area is that portion of Grantor’s property in Land Lot(s) 305, 4th District, Bartow County, Georgia, which is shown on the plat of survey attached hereto and made a part hereof (the “Survey”) and entitled "**Cartersville – Gossen 46 kV Transmission Line (REF: Cartersville – Goodyear 46 kV Transmission Line) / Parcel 016 - Easement Area Exhibit “A” map**", dated November 19, 2015 , as last revised on February 10, 2016. As verified by said Exhibit “A” map, the total amount of land embraced by this Easement Area shall be 0.092 acre(s).

It is agreed that part of the within named consideration is full payment for all trees and vegetation cut or to be cut in the initial clearing and construction of said lines and other facilities; trees and vegetation so cut to become the exclusive property of Cooperative upon Grantor signing this easement. Between the time of Grantor signing this easement and Cooperative’s initial clearing of the Easement Area, Grantor is specifically prohibited from cutting trees and vegetation within the Easement Area.

Cooperative, its successors and assigns, shall pay or tender to the owner thereof a fair market value for any growing crops, vegetation allowed within the Easement Area, or fences cut, damaged or destroyed on said premises by the employees of Cooperative, its agents, successors, or assigns, in the construction, reconstruction, operation and maintenance of said lines and other facilities, except those crops and vegetation which are an obstruction to the use of the right-of-way as herein provided or which interfere with or may be likely to interfere with or endanger said lines and other facilities or their proper maintenance and operation, provided that Grantor shall give Cooperative written notice thereof within thirty (30) days after said alleged damage shall have been done; any growing crops damaged on said premises in the construction, reconstruction, operation and maintenance of said lines and other facilities to remain the property of the owner of said crops.

The Grantor reserve(s) the right to use the land herein before described upon which the said lines and other facilities will be erected for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, or repair of, access to, or extensions or additions to, the said lines and other facilities; and provided that no tree(s), buildings or structures other than fences (fences which shall not exceed ten feet from ground level) may be erected upon the said Easement Area. Grantor agrees not to raise or lower the surface elevation of the property within the Easement Area without specific written approval of Cooperative.

Because it is recognized that there is the absolute necessity for Cooperative, in the safe and proper utilization of the rights, privileges, and interests herein granted, to have, from time to time and at all times, the following rights, powers and interests, the same are hereby expressly granted to Cooperative: By any action at law, or in equity, by injunction, ejectment, or otherwise, to prevent the erection, or after erection to cause the removal, of any building, trees, or other structures, on or from said Easement Area whether the offending party be a successor in title to the Grantor or not.

Grantor will warrant and defend the right and title to the above described easement unto Cooperative against the claims of all persons whomsoever.

Said Cooperative shall not be liable for, nor bound by, any statement, agreement or understanding not herein expressed. Cooperative has the right to assign this easement for right-of-way in whole or in part.

TO HAVE AND TO HOLD forever, unto Cooperative, its successors and assigns, lessees and licensees, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

In witness whereof, the undersigned Grantor(s) has (have) hereunto set his/her (their) hand(s) and seal(s) and delivered this document the _____ day of _____, _____.

Signed, sealed and delivered
in the presence of:

City of Cartersville

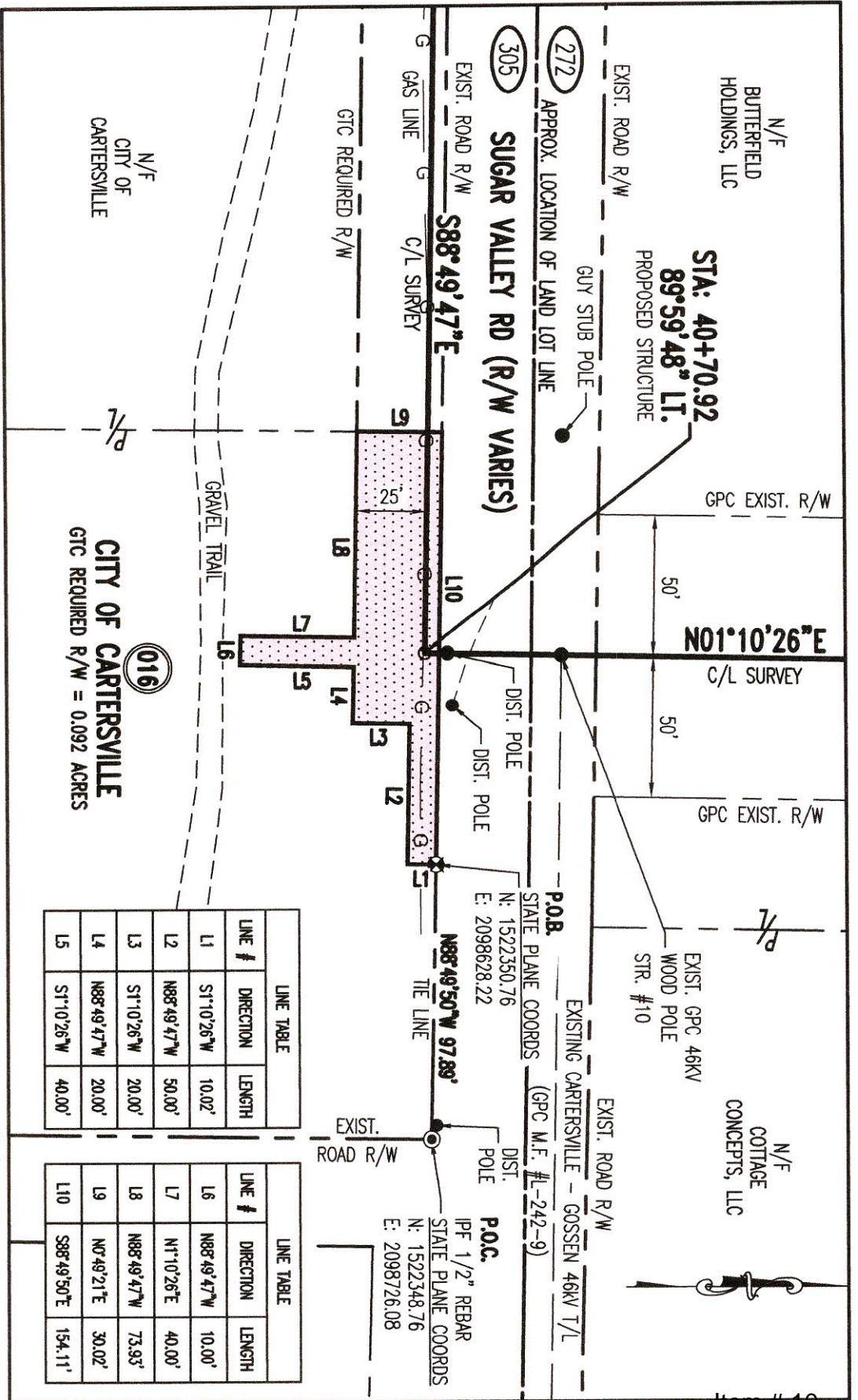
WITNESS

By: _____ (SEAL)
Name:
Title:

NOTARY PUBLIC

Attest: _____ (SEAL)
Name:
Title:

(NOTARY SEAL)



REFERENCE: P397 (SHEET 4 & 5)

GEORGIA POWER COMPANY - LAND DEPARTMENT

COORDINATE DATUM: NAD83(94), GEORGIA STATE PLANE WEST ZONE

SYMBOL LEGEND

- IRON PIN SET
- IRON PIN FOUND
- ⊗ ROW MARKER
- ⊠ GPC R/W MONUMENT
- ▨ QUOTED R/W
- EXISTING POLE
- ⊗ POINT OF BEGINNING (POB)
- ⊠ POC= POINT OF COMMENCEMENT
- ▨ GTC REQUIRED R/W

CARTERSVILLE - GOSSSEN 46KV TRANSMISSION LINE
(REF. CARTERSVILLE - GOODYEAR 46KV T/L)
 CROSSING THE PROPERTY OF
CITY OF CARTERSVILLE

LAND LOT 305, 4th DISTRICT, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

PARCEL No. 016

DATE: 03/17/2016
 SCALE: 1" = 50'
 DRAWN BY: MHA
 EXHIBIT A
 SHT 1 OF 1

LINE #	DIRECTION	LENGTH
L1	S110°26'W	10.02'
L2	N88°49'47"W	50.00'
L3	S110°26'W	20.00'
L4	N88°49'47"W	20.00'
L5	S110°26'W	40.00'

LINE #	DIRECTION	LENGTH
L6	N88°49'47"W	10.00'
L7	N110°26'E	40.00'
L8	N88°49'47"W	73.93'
L9	N0°49'21'E	30.02'
L10	S88°49'50'E	154.11'

Upon recording return to:
Chuck Scarborough
Georgia Transmission Corporation
2100 East Exchange Place
Tucker, Georgia 30084

Cartersville – Gossen 46 kV Transmission Line
(REF: Cartersville - Goodyear 46 kV Transmission Line)
Parcel Number(s) 015

.Attachment number 2 \nPage 1 of 1

STATE OF Georgia

COUNTY OF Bartow

EASEMENT FOR RIGHT-OF-WAY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by **GEORGIA TRANSMISSION CORPORATION** (an Electric Membership Corporation), a Georgia corporation (hereinafter called “Cooperative”), the receipt and sufficiency of which is hereby acknowledged, the undersigned, **CITY OF CARTERSVILLE**, (“Grantor”) (including Grantor’s successors and assigns) do(es) hereby grant to Cooperative, the right to from time to time, construct, operate, maintain and renew overhead and underground electric transmission, distribution and communication lines, with necessary or convenient towers, frames, poles, access roads, wires, manholes, anchors, guy wires, conduits, fixtures and appliances, protective wires and devices in connection therewith upon or under a strip of land more fully located and described below (the “Easement Area”); the right to permit the attachment of cables, lines, wires, apparatus, fixtures and appliances of any other company, or person, to said towers, frames, and poles for electric, communications or other purposes, upon and under said Easement Area; together with all rights and privileges necessary or convenient for the full enjoyment or use of said Easement Area for the purposes above described; including the right of ingress and egress within said Easement Area over the property of the Grantor, and the right to cut away and keep clear, remove and dispose of all trees and vegetation, which at maturity may reach a height of fifteen feet or more, located on said Easement Area, although Cooperative may leave any cut trees and vegetation on said Easement Area as may be required for regulatory compliance(s) or prudent construction methods which shall not be disturbed or removed by Grantor. Further, Cooperative shall have the right to remove and dispose of all obstructions on said Easement Area or that may at any time hereafter be placed thereon by the Grantor or any other person, and to cut, remove and dispose of danger trees on Grantor’s property adjacent thereto, which now or may hereafter injure or endanger any of said lines and other facilities on said Easement Area provided that on future cutting of such danger trees Cooperative shall pay to the Grantor, or to the Grantor’s successors or assigns, the fair market value of the merchantable timber so cut. The timber so cut to become the property of Cooperative.

The Easement Area is that portion of Grantor’s property in Land Lot(s) 304, 4th District, Bartow County, Georgia, which is shown on the plat of survey attached hereto and made a part hereof (the “Survey”) and entitled "**Cartersville – Gossen 46 kV Transmission Line (REF: Cartersville – Goodyear 46 kV Transmission Line) / Parcel 015 - Easement Area Exhibit “A” map**", dated November 19, 2015 , as last revised on February 10, 2016. As verified by said Exhibit “A” map, the total amount of land embraced by this Easement Area shall be 1.236 acre(s).

It is agreed that part of the within named consideration is full payment for all trees and vegetation cut or to be cut in the initial clearing and construction of said lines and other facilities; trees and vegetation so cut to become the exclusive property of Cooperative upon Grantor signing this easement. Between the time of Grantor signing this easement and Cooperative’s initial clearing of the Easement Area, Grantor is specifically prohibited from cutting trees and vegetation within the Easement Area.

Cooperative, its successors and assigns, shall pay or tender to the owner thereof a fair market value for any growing crops, vegetation allowed within the Easement Area, or fences cut, damaged or destroyed on said premises by the employees of Cooperative, its agents, successors, or assigns, in the construction, reconstruction, operation and maintenance of said lines and other facilities, except those crops and vegetation which are an obstruction to the use of the right-of-way as herein provided or which interfere with or may be likely to interfere with or endanger said lines and other facilities or their proper maintenance and operation, provided that Grantor shall give Cooperative written notice thereof within thirty (30) days after said alleged damage shall have been done; any growing crops damaged on said premises in the construction, reconstruction, operation and maintenance of said lines and other facilities to remain the property of the owner of said crops.

The Grantor reserve(s) the right to use the land herein before described upon which the said lines and other facilities will be erected for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, or repair of, access to, or extensions or additions to, the said lines and other facilities; and provided that no tree(s), buildings or structures other than fences (fences which shall not exceed ten feet from ground level) may be erected upon the said Easement Area. Grantor agrees not to raise or lower the surface elevation of the property within the Easement Area without specific written approval of Cooperative.

Because it is recognized that there is the absolute necessity for Cooperative, in the safe and proper utilization of the rights, privileges, and interests herein granted, to have, from time to time and at all times, the following rights, powers and interests, the same are hereby expressly granted to Cooperative: By any action at law, or in equity, by injunction, ejection, or otherwise, to prevent the erection, or after erection to cause the removal, of any building, trees, or other structures, on or from said Easement Area whether the offending party be a successor in title to the Grantor or not.

Grantor will warrant and defend the right and title to the above described easement unto Cooperative against the claims of all persons whomsoever.

Said Cooperative shall not be liable for, nor bound by, any statement, agreement or understanding not herein expressed. Cooperative has the right to assign this easement for right-of-way in whole or in part.

TO HAVE AND TO HOLD forever, unto Cooperative, its successors and assigns, lessees and licensees, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

In witness whereof, the undersigned Grantor(s) has (have) hereunto set his/her (their) hand(s) and seal(s) and delivered this document the _____ day of _____, _____.

Signed, sealed and delivered
in the presence of:

City of Cartersville

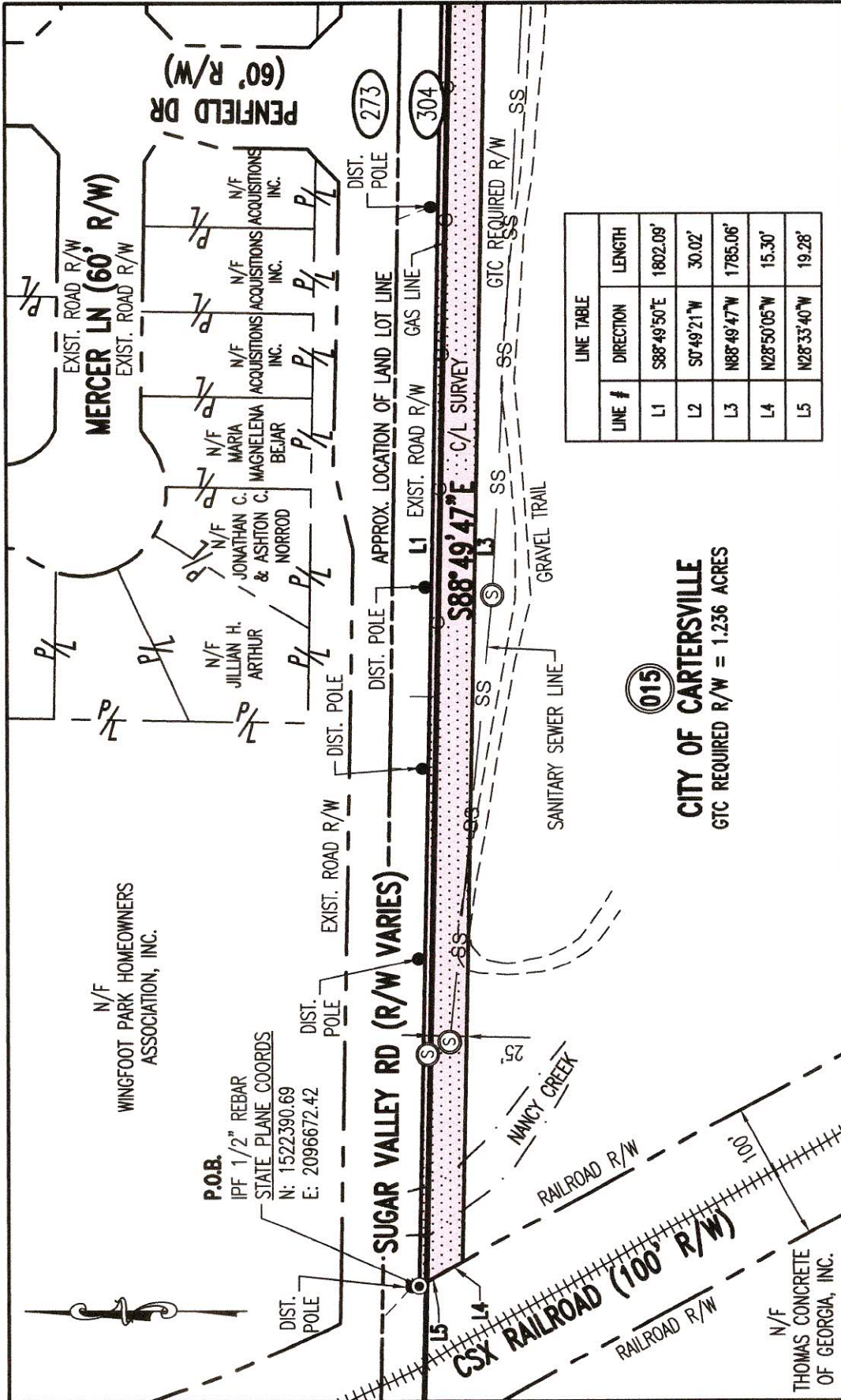
WITNESS

By: _____ (SEAL)
Name:
Title:

NOTARY PUBLIC

Attest: _____ (SEAL)
Name:
Title:

(NOTARY SEAL)

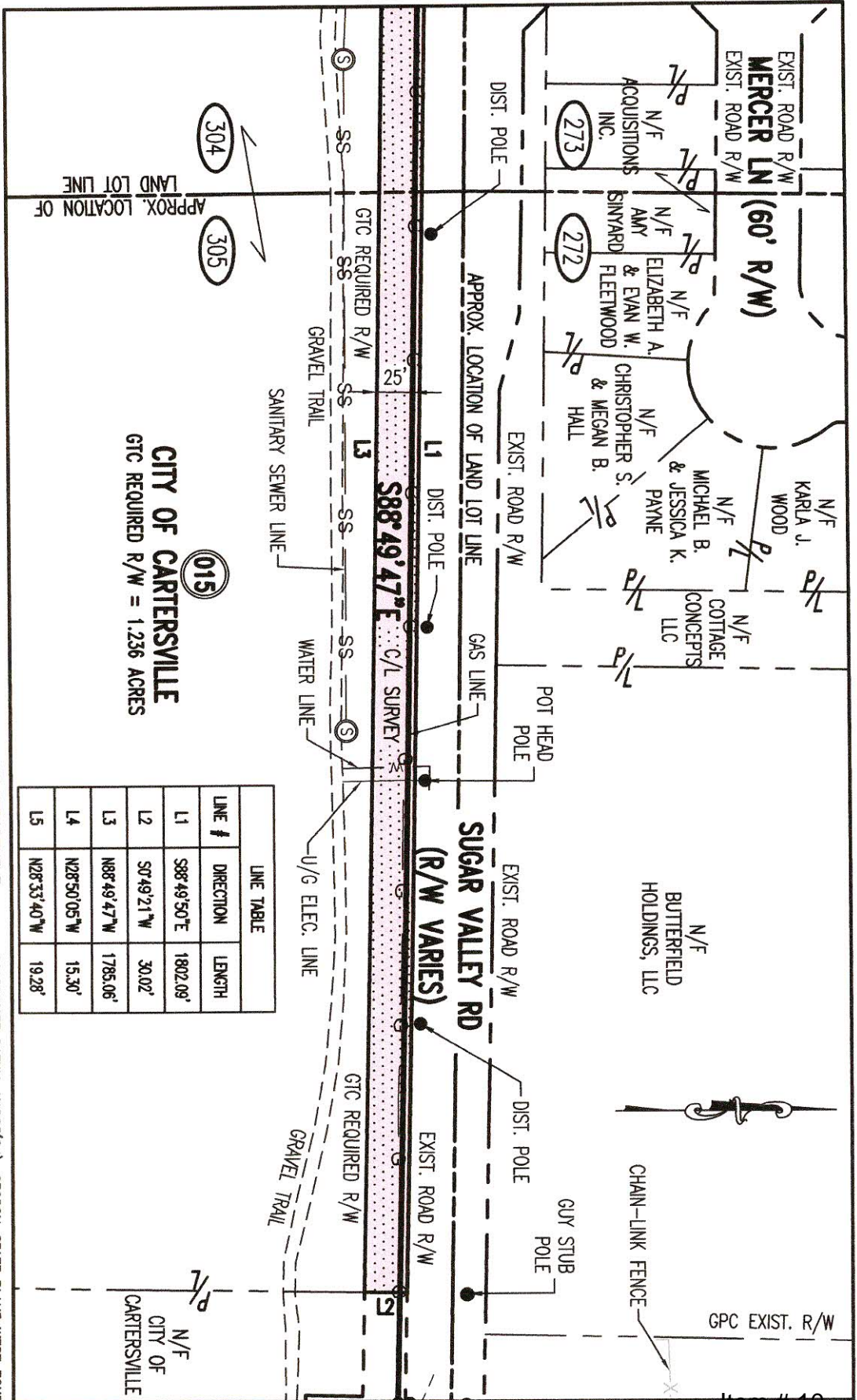


REFERENCE: P397 (SHEET 3 & 4) GEORGIA POWER COMPANY - LAND DEPARTMENT COORDINATE DATUM: NAD83(94), GEORGIA STATE PLANE WEST ZONE

CARTERSVILLE - GOSSEN 46KV TRANSMISSION LINE
(REF. CARTERSVILLE - GOODYEAR 46KV T/L)
 CROSSING THE PROPERTY OF
CITY OF CARTERSVILLE
 LAND LOT 304, 4th DISTRICT, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

SYMBOL LEGEND
 ○ IRON PIN SET ● EXISTING POLE
 ⊙ IRON PIN FOUND ⊗ POINT OF BEGINNING (POB)
 ⊠ ROW MARKER ⊞ POC= POINT OF COMMENCEMENT
 ▨ GPC R/W MONUMENT ▩ GTC REQUIRED R/W
 ▨ QUITCLAIMED R/W

DATE: 03/17/2016
 SCALE: 1" = 100'
 DRAWN BY: MHA
 EXHIBIT A
 SHT 1 OF 2



REFERENCE: P397 (SHEET 4 & 5)

GEORGIA POWER COMPANY - LAND DEPARTMENT

COORDINATE DATUM: NAD83(94), GEORGIA STATE PLANE WEST ZONE

- SYMBOL LEGEND**
- IRON PIN SET
 - ⊗ IRON PIN FOUND
 - ⊠ ROW MARKER
 - ▣ GPC R/W MONUMENT
 - ▨ OUTFLAMED R/W
 - EXISTING POLE
 - ⊙ POINT OF BEGINNING (POB)
 - ⊙ POC= POINT OF COMMENCEMENT
 - ⊙ GTC POINT OF COMMENCEMENT
 - ⊙ GTC REQUIRED R/W

CARTERSVILLE - GOSSSEN 46KV TRANSMISSION LINE
(REF. CARTERSVILLE - GOODYEAR 46KV T/L)
 CROSSING THE PROPERTY OF
CITY OF CARTERSVILLE
 LAND LOTS 304 & 305, 4th DISTRICT, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

DATE: 03/17/2016
 SCALE: 1" = 100'
 DRAWN BY: MHA
 EXHIBIT A
 SHIT 2 OF 2

CITY OF CARTERSVILLE
 GTC REQUIRED R/W = 1.236 ACRES

LINE #	DIRECTION	LENGTH
L1	S88°49'50"E	1802.09'
L2	S0°49'21"W	30.02'
L3	N88°49'47"W	1785.06'
L4	N28°50'05"W	15.30'
L5	N28°33'40"W	19.28'

STATE OF GEORGIA

BARTOW COUNTY

SETTLEMENT AGREEMENT

This Agreement entered into this ____ day of _____, 2016 by and between Georgia Transmission Corporation, an Electric Membership Corporation, and the City of Cartersville, Georgia, a Georgia Municipal Corporation of the State of Georgia.

WITNESSETH

WHEREAS, Georgia Transmission has determined a public necessity for an Easement (hereinafter referred to as the "Easement) over a portion of the property owned by the City of Cartersville, Georgia (hereinafter referred to as "City") in Bartow County, Georgia for constructing and maintaining electric transmission lines and related facilities; and

WHEREAS, the parties have agreed to resolve all issues between them pursuant to the terms of this Settlement Agreement and the Easement from City to Georgia Transmission;

NOW THEREFORE the parties hereto agree as follows:

1. Georgia Transmission shall pay the City the sum of \$18,260.00 for the easement rights it acquires. The Easement granted herein shall be limited to the areas shown on the plat attached as Exhibit "A" to the Easement. The Easement is granted subject to the terms and conditions outlined in this Settlement Agreement. Georgia Transmission may access its Easement through the City's adjoining property.
2. Georgia Transmission will maintain at least eight (8) feet of clearance from the edge of its structures to the nearest point of the City's natural gas main. Georgia Transmission will stake the locations of each structure and provide the City notice by marking the structure stake with the diameter of each structure so that the City may field verify the horizontal distances between the structures and the natural gas main. The parties have reviewed their plans, specifications, and locations of the existing and proposed facilities and agree that the configuration described in this Section 2 will permit the construction, operation and maintenance of both facilities without interference with City's current activities and facilities (hereinafter City's "activities" and "facilities").
3. If the configuration of the transmission line changes, Georgia Transmission will provide the City of Cartersville Gas Department notice of such changes. In the event the configuration of the City's gas mains should change, the City of Cartersville shall notify Georgia Transmission of any such changes

4. Other than chipped material and mulch, Georgia Transmission will not leave any trees cut on the property after construction is complete. The City will not disturb any of Georgia Transmission's mulching, vegetation, or other erosion control measures within the easement area except for the purposes maintenance, improvements or extensions the existing natural gas activities and facilities. In the event, the City of Cartersville expands or modifies its gas main, any such expansion or modification shall be constructed so that eight (8) feet of clearance is maintained at all times between the Georgia Transmission structures and the City's natural gas mains.
5. Georgia Transmission, in initiating or performing any acts on the property by virtue of the rights granted in this Easement, shall (a) cause all construction, maintenance or other work to be conducted in accordance with all applicable federal, state and local laws, regulations and rules; (b) cause all work that is commenced on the property to be performed expeditiously and in a good and workmanlike manner until it shall have been completed; (c) promptly after completion of such construction, restore the Property to a like condition; and (d) pay for and compensate all parties undertaking any work or supplying any materials for the construction and cancel any liens or claims whatsoever against the Property pertaining to said work or materials.
6. Georgia Transmission will enter the City property at its own risk and, in the absence of wrongdoing, City will not be responsible for injuries or damages to Georgia Transmission personnel or equipment. The City is specifically relieved of any responsibility for damage to the facilities and property of Georgia Transmission resulting or occurring from the proper use of said Easement by City in accordance with the terms of this Agreement. Georgia Transmission covenants not to sue the City in that instance.
7. To the extent permitted by law, Georgia Transmission will indemnify and hold harmless the City, its employees and agents harmless from and against claims arising from or relating to the City's Georgia Transmission's construction activities on the property, except only those claims arising from or related to the sole negligence of the City.
8. Each party agrees that the rights to use the Easement for public purposes are mutual and compatible and that the Easement and the City's pre-existing uses as herein provided shall in no way affect the validity of the other party's easement rights and shall in no way modify or restrict the use or rights of the other, its successors or assigns, in and to the area to be used. Each party acknowledges other's right and title to said property, rights of way and Easement.
9. Notwithstanding anything to the contrary contained herein, Georgia Transmission agrees to reimburse the City for all cost and expense for any damage to City's facilities resulting from the use by Georgia Transmission of said area within said Easement.

- 10. Georgia Transmission hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way/easement, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors, or subcontractors to indemnify and defend City, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of Georgia Transmission’s facilities, projects or programs conducted on City’s right(s)-of-way/easement herein described.
- 11. Georgia Transmission further agrees to require that any such third party, contractor, or subcontractor doing or providing any such work or construction on said right(s)-of-way/easement carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to City on request, said amount of insurance to be not less than \$1,000,000 for any one person, \$5,000,000 for any one accident for bodily injury or death and \$1,000,000 for property damage for any one accident.
- 12. Time is of the essence of this Agreement.
- 13. This Agreement shall be construed under the laws of the State of Georgia.
- 14. This Agreement and the Easement contain the sole, complete and entire agreement and understanding between the parties concerning the matters stated herein. This Agreement and the Easement may not be altered, modified, or changed in any manner except by writing duly executed by the parties. No statements, promises or representations have been made by any party to another and no consideration has been or is offered, promised, expected or held out, other than that stated in this Agreement and the Easement.

IN WITNESS WHEREOF the parties have set their hands and seals on the date first written above.

CITY OF CARTERSVILLE, GEORGIA

By: _____(SEAL)
Matt Santini, Mayor

ATTEST:

Connie Keeling, City Clerk

GEORGIA TRANSMISSION CORPORATION

By: _____(SEAL)

John C. Raese
Vice President Project Services



City of Cartersville

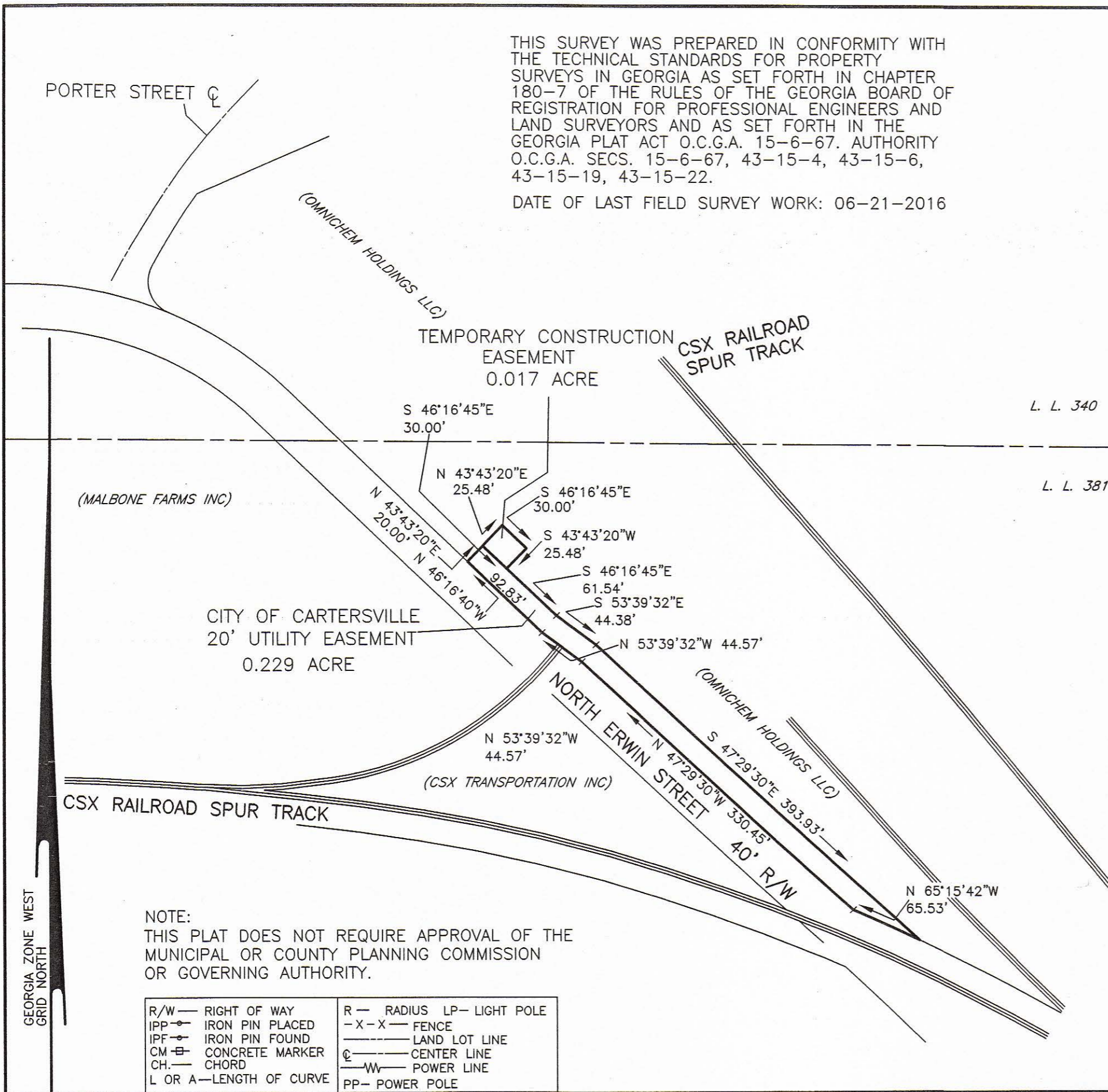
**City Council Meeting
12/15/2016 7:00:00 PM
OmniChem Easement**

SubCategory:	Easements
Department Name:	Water
Department Summary Recommendation:	<p>This easement is necessary to complete Phase III of the Erwin Street water main replacement. The project will replace the final leg of the Erwin Street water main from Aubrey Street to Porter Street (2,250 feet). This final segment will replace a mix of 8-inch and smaller unlined cast iron pipe (90 years old) with a new 12-inch main. An additional benefit to the project will be greater feed volume to the Cassville Road area. Currently, the Cassville Road 12-inch main is fed by a 10-inch main which does not allow it to reach full capacity. Completion of this project will provide a continuous 12-inch feed from the 36-inch main on Old Mill Road to Cassville Road. This should also enhance feed volume to the 10-inch connection on Goodyear Avenue which supplies virtually all of Cassville Road north of the railroad underpass at ATCO.</p>
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

SURVEY FOR
CITY OF CARTERSVILLE
UTILITY EASEMENT
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOTS 340 & 381
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

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

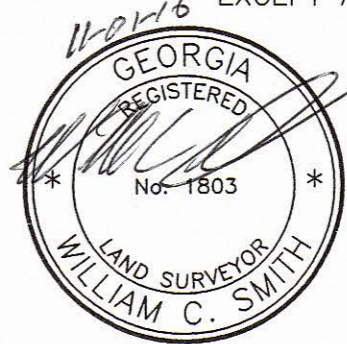
DATE OF LAST FIELD SURVEY WORK: 06-21-2016



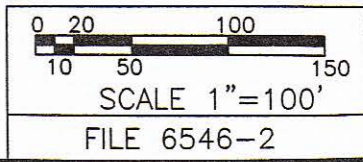
FIELD TRAVERSE:
 CLOSURE; ONE FOOT IN 20,000 FEET
 USING A LIETZ SET 3.
 ANGULAR ERROR; 0°00'06" PER ANGLE
 POINT USING A LIETZ SET 3.
 ADJUSTED; USING THE COMPASS RULE.

SMITH & SMITH LAND SURVEYORS, P.C.
 LAND SURVEYOR FIRM No. LSF1000133
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457
 REGISTERED LAND SURVEYOR No. 1803

5799SP.CRD 6546-2-2.DWG
 NOTE: IRON PINS ARE (1/2" RE-BAR)
 EXCEPT AS SHOWN.



PLAT CLOSURE;
 ONE FOOT IN
 48,000 FEET.
 JUNE 21, 2016
 REVISED 11-01-2016



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

R/W — RIGHT OF WAY	R — RADIUS LP — LIGHT POLE
IPP — IRON PIN PLACED	-X-X- FENCE
IPF — IRON PIN FOUND	--- LAND LOT LINE
CM — CONCRETE MARKER	⊙ — CENTER LINE
CH — CHORD	—W— POWER LINE
L OR A — LENGTH OF CURVE	PP — POWER POLE

GEORGIA ZONE WEST
GRID NORTH

SETTLEMENT AGREEMENT

THIS AGREEMENT is made by and between the City of Cartersville, Georgia (“Grantor) and Omnichem Holdings, LLC (“Grantee”).

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of property lying and being in Lands 340 and 381 of the 4th District, 3rd Section, Cartersville, Georgia (the “Property”);

WHEREAS, the Grantee, in order to replace its water line on the Property, wishes to obtain a utility easement on the Property;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, including the recitals set forth above, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1.

Contemporaneously with the execution and delivery of this Settlement Agreement, Grantee shall pay Grantor the sum of \$14,620.00 for the twenty foot permanent easement on the Property and Grantee shall pay the Grantor the sum of \$465.00 for the temporary easement on the Property, as identified on the Water Line Easement attached hereto.

2.

Grantee shall pay the sum of \$ _____, as Grantor’s attorney’s fees relating to this transaction.

3.

In consideration of the mutual promises contained herein and for good and valuable consideration, the parties hereby fully and completely releases each other, their officials, employees and agents from any and all legal, equitable or other claims, demands, suits, debts, agreements, actions, causes of action, covenants, promises, damages, controversies, disputes,

duties, responsibilities or obligations, from the beginning of the world to the date hereof including, without limitation, any and all claims, that have been, or could have been, asserted by any party hereto in any court or other forum, arising out of or in any way related to the subject matter of the lawsuit. This Settlement Agreement is the sole, entire and complete agreement between the parties and supersedes any other agreement or understanding. No modification of this Agreement shall be enforceable unless reduced to writing and executed by both parties.

4.

Each party hereto acknowledges that it has read and understood this Settlement Agreement and that this Settlement Agreement is executed freely for the purposes and considerations set forth herein. No statements, promises or other representations have been made by any party to any other, and no consideration has been offered, promised or held out other than as set forth in this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed, under seal, intending to be legally bound, the day and year inscribed below.

This ___ day of _____, 2016.

Witness

OMNICHEM HOLDINGS, LLC, a Georgia limited liability company

By: _____
Dennis R. Spicher, Manager

GRANTEE

CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia

By: _____
Matthew J. Santini, Mayor

Attested to by:

Connie Keeling, City Clerk

After recording, return to:
ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120

Item # 11

WATER LINE EASEMENT

GEORGIA, BARTOW COUNTY

This Water Line Easement is made as of November 29, 2016, between OMNICHEM HOLDINGS, LLC, a Georgia limited liability company, as "Grantor" and the CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia, as "Grantee" (sometimes referred to as the "City"), its successors and assigns.

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby grant and convey unto Grantee a waterline utility easement within the Easement Area (as defined below) for the construction, installation and operation, maintenance and use of a water line on and under the following described property for use for waterline utility infrastructure and related appurtenances under and upon land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being in the City of Cartersville, Land Lots 340 & 381, of the 4th District, 3rd Section of Bartow County, Georgia in which Grantor has interest either by fee simple title or by easement containing a City of Cartersville 20 foot wide utility easement being 0.229 acres (the "Water Line Easement") within the area shown and described (the "Water Line Easement Area") on that survey for the City of Cartersville Utility Easements by William C. Smith G. R. L. S. No. 1803 , on June 21, 2016 and recorded in Plat Book _____, Page _____ in the office of the Clerk of Superior Court, Bartow County, Georgia (the

"Easement Survey"); along with a temporary construction easement being 0.017 acres ("Temporary Construction Easement") within the area shown and described (the "Temporary Easement Area") on the Easement Survey (collectively, the "Easement Areas"). A copy of the Easement Survey is attached hereto as **Exhibit "A"**.

Grantor and Grantee hereby agree to the following terms and conditions:

1. **EASEMENT RIGHTS.**

a. **Ingress and Egress.** The Water Line Easement shall include the right of ingress and egress by Grantee within the Water Line Easement Area with reasonable advance notice to Grantor, except in cases of legitimate emergencies for repairs or maintenance, and for the purpose of installation, inspection, operation, repairs, maintenance, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

b. **Temporary Easement Area.** The term of the Temporary Construction Easement shall commence on the date of this agreement and continue until the earlier to occur of (a) one year following the date of this agreement or (b) the completion of the initial construction of the improvements installed by Grantee.

c. **Restoration.** After any work, repairs and replacements have been undertaken by Grantee, Grantee shall restore the surface of Grantor's property, including any landscaping, paving, curbing, guttering, drainage and other improvements, appurtenances approximately to the condition and contours as existed prior to any such maintenance, construction, repair and replacement.

d. **Work and Compliance.** All work by Grantee and its employees, contractors, subcontractors and licensees pursuant to this Agreement, whether in connection with the initial construction of the improvements or maintenance after initial construction, or repairs or replacements, shall be: (i) performed in a good and workmanlike manner; (ii) performed on a lien free basis; (iii) performed in accordance with good and consistent engineering, construction management and construction standards; and (iv) in compliance with all applicable statutes, laws, regulations and ordinances. Grantee shall be solely responsible for the cost and expense of any and all of such work to be performed pursuant to this Agreement.

2. **RESERVATION OF RIGHTS.** Grantor reserves the right to construct and maintain over the Easement Areas driveways, curbing, paving, landscaping signage or other form of identification markers Areas and other improvements (not to include, however, buildings or trees with significant root systems) for all purposes so long as such purposes do not materially interfere with the rights and easements herein conveyed or adversely alter the easement rights and easement appurtenances of Grantee granted hereunder.

3. **NOTICES.** Any notice or communication required or permitted hereunder shall be in writing and be sent either by: (i) personal delivery service with charges therefore

Item # 11

billed to shipper; (ii) overnight delivery service with charges therefor billed to shipper; or (iii) United States Mail, postage prepaid, certified mail, return receipt requested, addressed to Grantee at the following address: If to Grantor at the following address: 1690 Roberts Blvd., Suite 118, Kennesaw, Georgia 30144, with a copy sent via scan and email delivery to: Samuel M. Chambliss III, 2900 Paces Ferry Road, Suite B-101, Atlanta, GA 30339, via: schambliss@cf-firm.com; and if to Grantee at the following address: City of Cartersville Water Department, PO Box 1390, Cartersville, GA 30120. Any notice or communication sent as hereinabove provided shall be deemed given or delivered: (i) upon receipt if personally delivered; (ii) upon delivery by an overnight delivery service; or (iii) if sent by the U.S. Postal Service Certified Mail, on the date appearing on the return receipt, or if there is no date on such return receipt, the receipt date shall be presumed to be the postmark date appearing on such return receipt. If delivery is refused or cannot be made, the notice date shall be the date of attempted delivery. Any party may change its address for notice by notice to the other parties in the manner set forth above at least ten (10) days prior to such change.

4. **PAYMENT OF COSTS AND EXPENSES.** Before this Agreement is fully signed and before any work can commence, in exchange for granting the easement rights hereunder, Grantee shall pay Grantor (i) an amount to be agreed upon for the Easement Areas and (ii) a reimbursement for attorney fees incurred by Grantor for preparing and negotiating this Agreement on its behalf.

5. **MISCELLANEOUS.**

a. **Time is of the Essence.** Time is of the essence with respect to the performance of all duties and obligations set forth in this Agreement.

b. **Partial Invalidity.** In the event any provision or any sub-provision of any provision of this Agreement is determined to be illegal or legally unenforceable, such determination shall have no effect upon the remaining provisions and sub-provisions hereof, and the remaining provisions hereof shall continue in full force and effect.

c. **Georgia Law.** This Agreement shall be construed and enforced in accordance with the laws of Georgia.

d. **Easements Run With Land.** The easement rights granted herein and obligations of the parties hereto run with the land, are intended to confer benefits and burdens on and to the parties hereto, and may be modified upon the written agreement of the parties hereto or their respective successors and assigns.

e. **Default.** If either party hereto should fail to perform any of the obligations or covenants binding upon it pursuant to this Agreement, and such default is not cured within 30 days after the party adversely affected thereby shall have served written notice of such failure upon the defaulting party, or if the failure relates to a matter which in such affected party's commercially reasonable judgment is of an emergency nature and such failure remains uncured for a period of 24 hours after written notice thereof has been served, then the affected party may at its option, perform any such obligation or covenant and further

Item # 11

shall have all other rights and remedies available to it at law or in equity, including the right to obtain injunctive or other legal or equitable relief such as specific performance.

f. No Waiver. No delay or failure on the part of either party in the enforcement of its rights, privileges or easements under this Agreement shall impair such enforcement, or be construed as a waiver of any such right, privilege or easement, or constitute acquiescence by any party to the breach or violation thereof. No waiver by a party shall be valid unless in a writing signed by the party and filed for record in the Bartow County, Georgia Records.

g. Counterparts. This Agreement may be executed in counterparts, any one of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

h. Insurance and Liability. Prior to any construction, repair or replacement work, Grantee shall procure, carry and maintain, or cause its general contractor hired to perform work to procure, carry and maintain, comprehensive public liability insurance on an occurrence basis, in an amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00) from a reputable insurance company licensed to do business in the State of Georgia, and deliver or cause the general contractor to deliver to Grantor a certificate of insurance issued by the insurer or its agent. Grantee shall defend, indemnify and hold harmless Grantor from all claims, losses, actions, proceedings, and costs (including reasonable attorney's fees actually incurred and court costs) resulting from: (i) Grantee's exercise of any of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence, willful acts or omissions of Grantor), or (ii) the Grantee's violation of any of the rights, privileges, and/or easements established hereby.

Item # 11

i. Mortgage Subordination. Grantor has obtained or will use its reasonable best efforts to obtain the consent of its mortgagee substantially in the forms of the Consent and Subordination of Mortgagee attached hereto as Exhibit "B".

[SIGNATURES ON NEXT PAGE FOLLOWING]

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

Neither Grantor nor Grantee shall be liable for any statements, agreements, or understandings not herein expressed.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date and year set forth above.

GRANTOR

Signed, sealed and delivered
in the presence of:

OMNICHEM HOLDINGS, LLC, a Georgia
limited liability company

Witness

By: _____
Dennis R. Spicher, Manager

Notary Public

My Commission Expires: _____

[SEAL]

Item # 11

GRANTEE / THE CITY

Signed, sealed and delivered
in the presence of:

CITY OF CARTERSVILLE, a municipal
corporation of the State of Georgia

Witness

By: _____
Signature

Notary Public

Print Name: _____

My Commission Expires: _____

Its: _____

[SEAL]

EXHIBIT "A"

**SURVEY FOR
CITY OF CARTERSVILLE
UTILITY EASEMENT**
PROPERTY IN THE CITY OF CARTERSVILLE
IN LAND LOTS 340 & 381
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.
DATE OF LAST FIELD SURVEY WORK: 06-21-2016

FIELD TRAVERSE:
CLOSURE: ONE FOOT IN 20,000 FEET USING A LIETZ SET 3.
ANGULAR ERROR: 0°00'06" PER ANGLE POINT USING A LIETZ SET 3.
ADJUSTED; USING THE COMPASS RULE.

SMITH & SMITH LAND SURVEYORS, P.C.
LAND SURVEYOR FIRM No. LSF1000133
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457
REGISTERED LAND SURVEYOR No. 1803

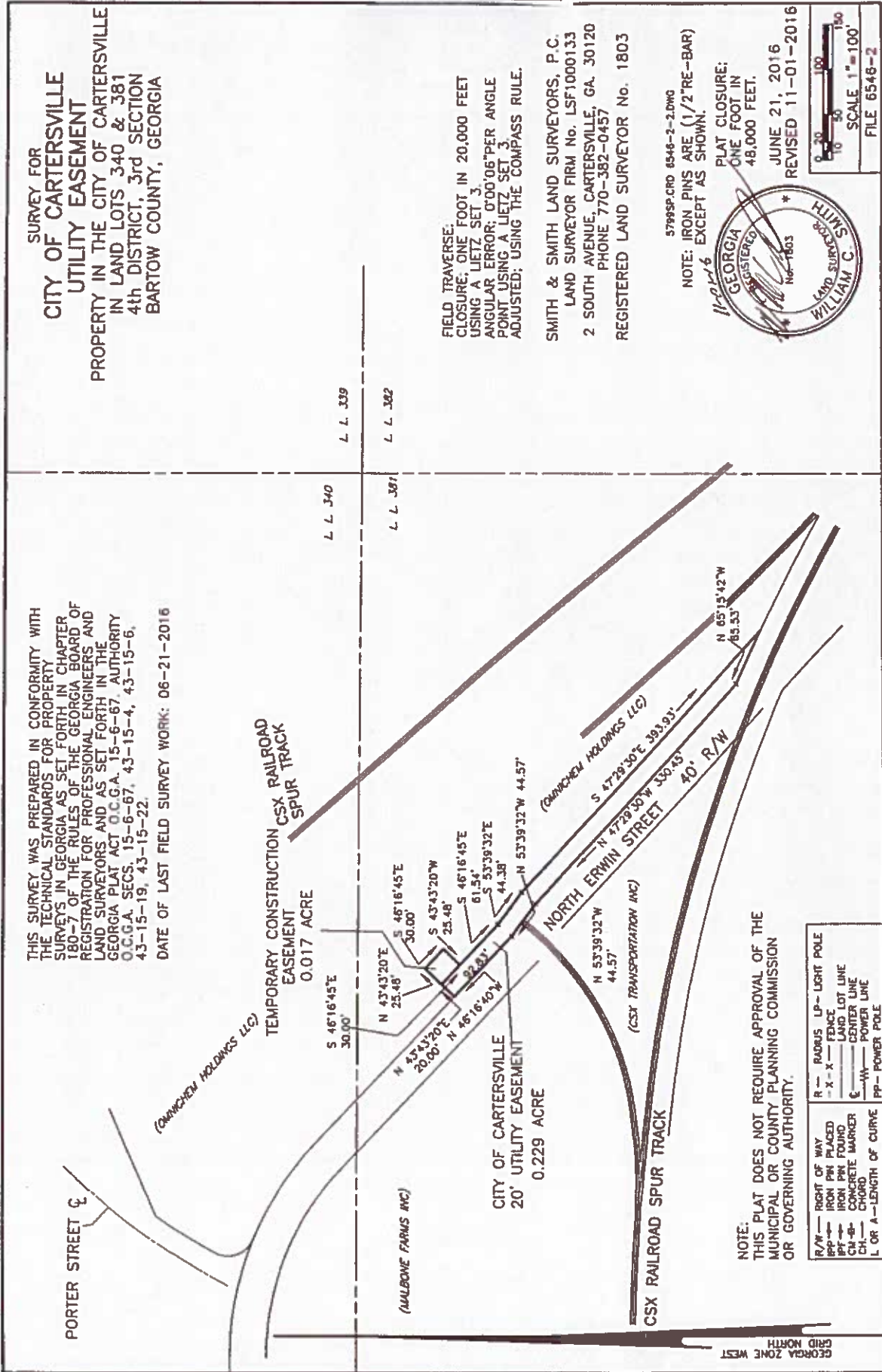
5799SP.CRD 6546-2-2.DWG
NOTE: IRON PINS ARE (1/2" RE-BAR)
EXCEPT AS SHOWN.

PLAT CLOSURE:
ONE FOOT IN
48,000 FEET.

JUNE 21, 2016
REVISED 11-01-2016



FILE 6546-2



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

R/W	RIGHT OF WAY	R	RADIUS	LP	LIGHT POLE
PP	POST PLACED	X-X	TRANCE	LOT LINE	
IP	IRON PIN FOUND	C	CENTER LINE		
CM-B	CONCRETE MARKER	PP	POWER LINE		
CH	CHORD	PP	POWER POLE		
L OR A	LENGTH OF CURVE				

EXHIBIT "B"

CONSENT AND SUBORDINATION AGREEMENT

TO: JPMorgan Chase Bank
ADDRESS: Atlanta Business Banking LPO
3475 Piedmont Road, Suite 1930
Atlanta, GA 30305-2954
IN RE: Deed to Secure Debt dated March 29, 2012 from Omnichem Holdings, LLC to JPMorgan Chase Bank, NA
Recorded in Deed Book 2525, Pages 816-831
Assignment of Leases from Omnichem Holdings, LLC to JPMorgan Chase Bank, NA
Recorded in Deed Book 2525, Pages 832
PROPERTY DESCRIPTION: Land Lots 340 & 381, 4th District, 3rd Section, Bartow County, Georgia
EASEMENT RECORDED: Deed Book _____, Page _____

The undersigned is a holder of that certain Deed to Secure Debt recorded in Deed Book 2525, Page 816 Bartow County Georgia records (the "Security Deed") and the Assignment of Leases recorded in Deed Book 2525, Page 832, Bartow County, Georgia Records (the "Assignment"). The undersigned does hereby consent to and approve of the Easement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Security Deed and Assignment of Leases in and to the property described as property located in Land Lots 340 & 381, 4th District, 3rd Section, Bartow County, Georgia, the 0.406 acre utility easement and 0.017 acre temporary construction easement which this Consent and Subordination is attached shall be subject and subordinate to said Easement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the aforesaid property by virtue of the Security Deed and Assignment of Leases. Except for such consent and subordination, the 0.406 acre utility easement and 0.017 temporary construction easement to the City of Cartersville, as described in above-referenced instrument, no real or personal property encumbered by the Security Deed and Assignment of Leases shall be affected hereby and all real or personal property encumbered by the Security Deed and Assignment of Leases shall remain as security for the indebtedness described in the Security Deed.

This ____ day of _____, 2016.

Signed, sealed, and delivered in the presence of: JPMORGAN CHASE BANK, NA

Witness

By: _____

Signature

Print Name: _____

Notary Public

Its: _____

My Commission Expires:

[AFFIX SEAL]

Item # 11

SETTLEMENT, DISBURSEMENT AND CLAIMS STATEMENT

STATE OF GEORGIA
COUNTY OF BARTOW

PARCEL OWNERS: Omnichem Holdings, LLC
PROPERTY DESCRIPTION: Permanent Easement 0.229 acres, Temporary Construction Easement 0.175
Land Lot 340 and 381, 4th District, 3rd Section, Bartow County, Georgia

- (1) Approved Values: Permanent Easement: \$14,620.00
Temporary Easement: \$465.00
- (2) County/City Taxes: Not Applicable.
- (3) Payment of Loans on Property Not Assumed by Purchaser:
To: Assumed by Seller \$ Not Applicable
- (4a) Mortgage Prepayment Penalty and/or Services Fee Charged by
Mortgagee for Release of Mortgage _____ \$ Not Applicable
- (4b) Earnest money paid to City to Seller: Not Applicable
- (4c) Attorney's Fees – Maner, Crumley & Chambliss, LLP \$9,135.00
- (4d) Payment of Other Items as Follows: All other closing costs to be paid by the City of Cartersville outside of
closing
- (5) Total Disbursements (Lines 3 through 4d) \$9,135.00
- (6) Net Proceeds to Sellers (Line 1 less Line 6) _____ **\$24,220.00**

THE ABOVE IS A COMPLETE, TRUE AND CORRECT AMOUNT OF FUNDS RECEIVED AND DISBURSED IN CONNECTION WITH THE ABOVE TRANSACTION. I FURTHER CLAIM FOR PAYMENT THE EXPENSES ON TRANSFERRING REAL PROPERTY TO THE STATE, WHICH ARE PRORATA SHARE OF CITY AND/OR COUNTY TAXES (Lines 2 or 3) MORTGAGE PRE-PAYMENT PENALTIES AND/OR SERVICE FEE (Line 4a) IS HEREBY WAIVED BY THE PURCHASER.

OMNICHEM HOLDINGS, LLC

By: _____
Signature

Print Name: _____

Its: _____

(Sellers' Mailing Address: Street, RFD, City State Zip Code)

(Closing Official) (Date)

(Title)

1099S FORM

1. Property Address: Land Lot 340 and 381, 4th District, 3rd Section, Bartow County, Georgia
2. Property Interest: Permanent Easement 0.229 acres, Temporary Construction Easement 0.175
3. Residential Property (1 to 4 units): Yes ____ No ____
4. Contract Sales price (Gross Proceeds): \$ _____
5. TAXPAYER IDENTIFICATION NUMBER
(Social Security or Employer Identification)

Seller(s) NameTax ID/SS Number

Omnichem Holdings, LLC _____

6. Correct Mailing Address of Seller(s)

7. ALLOCATION OF THE GROSS PROCEEDS:
(See attached Settlement and disbursement Statement)

The undersigned acknowledge(s) that the Internal Revenue Service requires the above transaction to be reported and requires an accurate disclosure of the above information. The undersigned warrant(s) the above information is true and correct and acknowledge(s) that the above information will be submitted to the Internal Revenue Service with other information required by the Internal Revenue Service concerning the sale of the above property this date. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Date of Closing

By:

Closed By: _____



City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
Secondary Screw Pump #4 Gear Box Replacement**

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	<p>On 10.20.2016 Council authorized a rebuild of the secondary #4 screw pump (2-4) gearbox by Motor & Gear Engineering. Motor & Gear began work immediately after that authorization but stopped work once disassembly was complete. During disassemble it became apparent that a rebuild would be far more expensive than originally thought due to excessive wear. On November 17, Bart Sears (Wastewater Superintendent), Sidney Forsyth (Operations Manager) and myself went to the Motor & Gear facility to inspect the gearbox ourselves. The wear/damage was apparent even to our untrained eye. After our own inspection, we quickly concluded that replacement was the most cost effective option.</p> <p>Bids were solicited for an exact replacement D.O. James gearbox from the following vendors:</p> <ul style="list-style-type: none"> · Overton Chicago Gear \$22,975.00 · Motion Industries \$28,298.00 · Motor & Gear \$31,575.00 <p>I recommend approval of the purchase from Overton Chicago Gear in the amount of \$22,975.00. This will be paid through account 505.3330.52.2361 – Maintenance to WPCP.</p>
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This will be paid through account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	


OVERTONCHICAGOGEAR

 2823 W. Fulton St., Chicago, Illinois 60612
 Phone: 773.638.0508 Fax: 773.638.7161

Quote: 25379 - 13
11/18/16
CITY OF CARTERSVILLE
Attention: Bart T Sears

Your Reference:

MODEL SH3-620

Dear Bart :

Thank you for your request for quotation. We are pleased to offer the following proposal for your consideration.

FURNISH COMPLETE DROP-IN REPLACEMENT FOR D.O. JAMES REDUCER
MODEL H-283, S/N 259949

<i>Part #</i>	<i>Rev</i>	<i>Description</i>	<i>Qty</i>	<i>Price Each \$</i>
MODEL SH3-620	NONE	F/C DROP-IN REPLACEMENT Ratio: 59.684:1 Motor Input: 72 HP @ 1750 RPM Service Factor: 1.415 Lubrication: Motorized Gearing: Carburized hardened and precision ground	1	22,975.00

*****QUOTE IS VALID FOR 4 WEEKS*****

DELIVERY: 20 - 22 WEEKS ARO.

 TERMS: TBD SUBJECT TO CREDIT APPROVAL.
 F.O.B. OUR PLANT, CHICAGO, IL.

If questions arise, please do not hesitate to contact our office.

Sincerely,

Dennis Koukounaras ext. 313

Sales

dkoukounaras@oc-gear.com

For more information on Standard Terms and Conditions of Sale,
 including Warranty Information, please visit our web site at:
<http://www.oc-gear.com>

F: 770.928.7405

P: 770.607.5816

"FULL SERVICE GEAR MANUFACTURER"

 Item # 

ISO 9001 CERTIFIED



Motor & Gear Engineering, Inc.

3545 McCall Place Suite B Doraville, GA 30340
 phone (770) 454-9001 fax (770) 454-9092 email: motoreng@bellsouth.net

November 18, 2016

Mr. Bart Sears
City of Cartersville Waste Treatment Plant
 102 Walnut Grove Rd
 Cartersville, GA 30120

RE: Replacement Gearbox for Secondary Number Four Screw Conveyor
DO James / Overton / Chicago Gear
Model H283, 59.684:1 Ratio, SF 1.415, Input 72hp / 1750rpm
Motor and Gear Engineering Job TBD

Per your request Motor and Gear Engineering is pleased to offer the following NEW Replacement Gearbox option for your review and consideration:

Motor and Gear Engineering to provide the following:

- (1) Replacement DO James / Chicago / Overton Gearbox
 Model H283, Ratio 59.684:1 Ratio, Motor Input 72hp / 1750rpm, Oil Pump Lubrication
 (Exact Drop-In Replacement for Existing Gearbox at Secondary Number 1)
 Includes Backstop Assembly

Price as Described:	\$31575.00 as described
Estimated Delivery:	20 weeks ARO via our truck
Inbound Freight / Delivery Charges:	\$200 total
New Equipment Warranty 2-Year	

Thank you for the opportunity to quote this replacement equipment.
 Please don't hesitate to call me with questions or comments.

Kind regards,
 Tony P. Cheatham
 Sales Manager
 Motor and Gear Engineering
 770-722-3164

Gearing-Metric & English
 Electric Motors & Drives, Rewinding

Gearbox Rebuilding
 Registered Engineers

From: Denny.Lanham@motion-ind.com
To: [Bart.Sears](mailto:Bart.Sears@motion-ind.com)
Cc: Matt.Berver@motion-ind.com; Denny.Lanham@motion-ind.com
Subject: Motion Quote Customer RFQ#: DO JAMES GEARBOX OCN GA52-308941
Date: Friday, November 18, 2016 4:13:59 PM



QUOTE

MOTION INDUSTRIES

415 HAMILTON CROSSING RD
 NW
 CARTERSVILLE, GA 30120
 PHONE : 770-387-0131
 FAX : 770-387-1542

Date: 11/18/16



Note: This estimate is valid for 30 days from the date shown above.
 Prices quoted are for quantities shown. Stock is subject to prior sale.
 MTO quantities considered complete 10% under/over unless noted.

To: CARTERSVILLE CITY OF
 WATER POLLUTION CONTROL
 102 WALNUT GROVE RD
 CARTERSVILLE, GA 30120

QUOTE NUMBER: GA52 - 308941
 CUSTOMER RFQ: DO JAMES GEARBOX
 F.O.B.: FOB ORG,FRT PP&ADD

QUOTE SENT BY: DENNY LANHAM

PO: DO JAMES GEARBOX

TERMS: 1% 10 & 25TH NET 30
 DELIVERY: STOCK UNLESS NOTED
 SHIPPING: DIRECT SHIP

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE 001 ITEM: SH3-620 (H-283/ S/N 259949) ITEM NO: 99999999	OVERTON CHICAGO	1	EA	\$28,298.480	\$28,298.48
F/C DROP IN REPLACEMENT RATIO 59.684:1 MOTOR INPUT 72 HP @ 1750 SERVICE FACTOR 1.415 LUBRICATION: MOTORIZED GEARING: CARBURIZED HARDENED AND PRECISION GROUND ESTIMATED DELIVERY 22 WEEKS AFTER RECEIPT OF ORDER MADE TO ORDER NON CANCELLABLE / NON RETURNABLE AFTER RECEIPT OF ORDER					

Subtotal: \$28,298.48
 Sales Tax: \$1,980.89
 Total: \$30,279.37
 All Prices in USD



Call. 800 526-9328
 Click. www.motionindustries.com
 Visit. Over 550 Locations

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 Terms And Conditions, Provide Feedback
 Motion Industries 1605 Alton Rd. Birmingham, AL 35210, USA (205)956-1122

Item # 12

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Denny Lanham | Senior Customer Service Representative

Motion Industries, Inc

415 HAMILTON CROSSING ROAD NW | CARTERSVILLE, GA 30120

Office: 770-387-0131 | Fax: 770-387-1542

Denny.Lanham@motion-ind.com | www.motionindustries.com

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City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
Bio-Reactor 2 #2 Aerator Rebuild**

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	<p>When the number 5 aerator went down in Polishing Basin 2 (P2A5) the aerator from Bio-Reactor 2 #2 (Bio2-2) was cannibalized as a replacement. The Bio2-2 aerator was original equipment from 1986. This aerator functioned for approximately one month before experiencing a failure of the low-speed pinion and associated drive gears. Motor & Gear Engineering just completed a rebuild of the same model gearbox for us which is now installed and functioning in the P2A5 position.</p> <p>Motor & Gear has quoted a price of \$63,925.00 to repair the Bio2-2 unit per the attached quote. I am recommending them as a sole source provider of this rebuild based on our actual quoting of the P2A5 aerator repair.</p> <p>There are a very limited number of machine shops with the equipment and in-house engineering necessary to both assemble and manufacture the gear components for these gearboxes. The only other factory authorized shop is located in Greer, South Carolina which quoted a price that was double that of Motor & Gear for the same scope of work on P2A5. For this reason, we did not ask them to price this repair. Additionally, Motor & Gear sends field technicians to assist in start-up and does not charge for shipping as they work extensively in the region and have trucks on I-75 almost daily.</p> <p>This will be paid through account 505.3330.52.2361 – Maintenance to WPCP.</p>
City Manager's Remarks:	Your approval of the bid from Motor and Gear is recommended.
Financial/Budget Certification:	This will be paid through account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	

Cover Memo



60530

WORLDWIDE ELECTRIC
WSS2-18-56CB
↑↑↑

WORLDWIDE ELECTRIC
WSS1.5-18-56CB
↑↑↑

LESON

108019 00

ROW 1

BUSHINGS

BALDOR

VBM

LIANC

BALDOR

MECHANICAL

1/10/13

CITY OF
Cartersville

G-11011



Motor & Gear Engineering, Inc.

3545 McCall Place Suite B Doraville, GA 30340

Phone: (770) 454-9001 Fax: (770) 454-9092 www.motorgearengineer.com

City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 1 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1013

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Item #1 Repair Flender XSBN400 Gearbox

Evaluation Results:

Like the previous unit brought in for repair, catastrophic gear damage was found throughout the unit, but slightly more extensive.

The low-speed pinion has several teeth with severe spalling and pitting. This damage cannot be repaired and the pinion must be replaced. The low-speed gear has heavy wear and slight pitting on the toe end of the load side of all tooth flanks. This wear is too heavy for an attempted kiss grind to save the gear. Due to the design of the gear, it also cannot be flipped. Therefore, the gear must be replaced.

The high-speed pinion teeth showed excessive wear and pitting along the tooth flanks. Although the wear and pitting is much less severe than the second reduction gear set, it is unacceptable for reuse. The pinion cannot be repaired and must be replaced.

The high-speed gear also displayed wear on the tooth flanks but was much less than the mating pinion. The high-speed gear can be repaired by "kiss grinding". The kiss grinding will remove the wear from the teeth and restore the tooth profile of the gear.

The gearbox bearing bores were measured and the all of the lower housing bearing bores were found to be within tolerance. The second reduction pinion bearing bore on the upper housing is outside of the recommended tolerance and will need to be repaired. The other upper bores were found to be within. All measurements can be seen in Table 1.

Both of the gearbox heaters were corroded in the junction boxes and will be replaced. External lubricating system will be upgraded / replaced with OEM Tuthill Pump and hardware.



Motor & Gear Engineering, Inc.

3545 McCall Place Suite B Doraville, GA 30340

Phone: (770) 454-9001 Fax: (770) 454-9092 www.motorgearengineer.com

City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 2 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1013

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Item #1 Repair Flender XSBN400 Gearbox

Evaluation Results:

Bore Location	Actual Measurement (in)	Recommended Bore (in)	Acceptable
Lower HS Pinion	6.3008	6.2992-6.3007	Yes
Upper HS Pinion	6.3002	6.2992-6.3007	Yes
Lower 2 nd Pinion	7.0888	7.0866-7.0884	Yes
Upper 2 nd Pinion	7.0898	7.0866-7.0884	No
Lower LS Pinion	10.2382	10.2362-10.2386	Yes
Upper LS Pinion	10.2389	10.2362-10.2386	Yes
Upper Output	12.2072	12.2047-12.2067	Yes
Bottom Mixer Brg	13.3876	13.3858-13.3881	Yes



Motor & Gear Engineering, Inc.

3545 McCall Place Suite B Doraville, GA 30340

Phone: (770) 454-9001 Fax: (770) 454-9092 www.motorgearengineer.com

City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 3 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1013

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Item #1 Repair Flender XSBN400 Gearbox

Work scope:

- Pick up from customer location and transport to Motor & Gear Engineering
- Teardown and inspection
- Steam clean and inspect all components
- Paint interior of gearbox housing with oil resistant epoxy paint
- Furnish and replace all bearings and seals
- Furnish and replace oiling system
- Fabricate new hardened and ground high-speed pinion
- Kiss grind high-speed gear
- Repair upper 2nd reduction pinion bore
- Fabricate new hardened and ground low-speed pinion
- Fabricate new hardened and ground low-speed gear
- Furnish and replace gearbox heaters
- Face output coupling square
- Reassemble according to Flender specifications
- Install Coupling
- Test run no load, record vibration and bearing temperature rise
- Prime and Epoxy Paint
- Transport back to customer location via our truck



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City of Cartersville WTP
102 Walnut Grove Road
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Page: 4 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1013

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Item #1 Repair Flender XSBN400 Gearbox

Quotation Amount:

- Repair Flender XSBN400 Gearbox as Described \$63,925.00

Estimated Delivery Time:

The Flender gearbox repair will take 12 weeks A.R.O.

Rush Repair Option:

For an additional fee of \$9,965.00 the repair will be completed in 7 weeks A.R.O.



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Page: 5 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1013

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Terms and Conditions:

1. All prices quoted are each net in U.S. dollars FOB Doraville, GA, unless delivery freight is included above as a separate line item such as new units from Germany (Flender)
2. All applicable taxes are extra
3. Prices quoted are valid for acceptance for a period of thirty days from the date of this quote
4. Prices do not include oil filling, necessary guards over rotating parts, cost of special crate manufacturing for shipping, if necessary or installation of equipment
5. Terms of payment are due net-30 days from delivery
6. Delivery for the above quoted equipment is to be stated above.
7. Our limited liability warranty covers only the specific work scope we perform and does not include any push/pull, freight, lost production or other items.

In all other respects our standard terms and conditions apply



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City of Cartersville WTP
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Page: 6 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1013

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Unit Pictures



Damaged Low-speed Pinion



Heavily worn and pitted Low-speed gear



Worn High-speed pinion



Damaged 2nd reduction pinion bore



City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
Bio-Reactor 2 #3 Aerator Rebuild**

SubCategory:	Bid Award/Purchases
Department Name:	Water Dept
Department Summary Recommendation:	<p>The gearbox for the Bio-Reactor 2 # 3 Aerator (Bio2-3) has failed. Per the inspection report conducted by Motor & Gear Engineering, the gearbox reached the end of its useful life and suffered multiple bearing failures. These failures would be considered normal wear items given the 30 year service life of the equipment.</p> <p>Motor & Gear has quoted a price of \$34,960.00 to repair the Bio2-3 unit per the attached quote. I am recommending them as a sole source provider of this rebuild based on our actual quoting of the P2A5 aerator repair.</p> <p>There are a very limited number of machine shops with the equipment and in-house engineering necessary to both assemble and manufacture the gear components for these gearboxes. The only other factory authorized shop is located in Greer, South Carolina which quoted a price that was double that of Motor & Gear for the same scope of work on P2A5. For this reason, we did not ask them to price this repair. Additionally, Motor & Gear sends field technicians to assist in start-up and does not charge for shipping as they work extensively in the region and have trucks on I-75 almost daily.</p> <p>This will be paid through account 505.3330.52.2361 – Maintenance to WPCP.</p>
City Manager's Remarks:	Your approval of the bid from Motor and Gear is recommended.
Financial/Budget Certification:	This will be paid through account 505.3330.52.2361 Maintenance to WPCP.
Legal:	
Associated Information:	



Motor & Gear Engineering, Inc.

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Phone: (770) 454-9001 Fax: (770) 454-9092 www.motorgearengineer.com

City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 1 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1012

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Item #1 Repair Hansen Gearbox RUK-36-ANN

Evaluation Results:

After subject gearbox was disassembled, it was steam cleaned for proper evaluation. Only minor damage was found to the unit other than wear parts. Both seal areas on the output shaft and input shaft are heavily worn from the old seal and will require machine work and repair. The output shaft has some surface corrosion, this can be removed by machining / polishing the shaft while it is in the lathe for seal repair.

All of the gearing was inspected and found to be in good to fair condition. The gearing was inspected for excessive wear, pitting, and corrosion. None was found on any gear set and all were determined good for reuse. We estimate 70% gear life remaining on average.

All bearing bores in the gearbox were measured and found to be within tolerance. The measurement results can be seen in Table 1.

The oil pump was inspected for excessive wear to the rotor and the vane. None was found and only a basic reconditioning of the pump is required. The flow switch was also inspected and passed all electrical tests.

Like the Flender gearbox, the heater in the unit is corroded and will need to be replaced.

It appears normal bearing wear and contamination are likely causes of failure.



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City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 2 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1012

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Item #1 Repair Hansen Gearbox RUK-36-ANN

Evaluation Results:

Table 1. Bearing Bore Measurements

Bore location	Actual Measurement (in)	Recommended Bearing bore (in)	Acceptable
Upper HS Pinion	6.6940	6.6929-6.6944	Yes
Lower HS Pinion	6.6943	6.6929-6.6944	Yes
Upper 2 nd Pinion	8.4650	8.4645-8.4663	Yes
Lower 2 nd Pinion	8.4655	8.4645-8.4663	Yes
Upper LS Pinion	13.3874	13.3858-13.3880	Yes
Lower LS Pinion	11.8123	11.8110-11.8131	Yes
Upper Output	14.5680	14.5669-14.5691	Yes
Lower Output	14.5679	14.5669-14.5691	Yes



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Page: 3 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1012

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Item #1 Repair Hansen Gearbox RUK-36-ANN

Work Scope:

- Pickup and transport to Motor and Gear Engineering repair facility
- Teardown and inspection
- Steam clean all components checking for wear and damage
- Paint interior of gearbox housing with oil resistant epoxy paint
- Machine / hand polish gears as needed for re-use
- Machine and sleeve input and output seal areas
- Machine and polish output shaft
- Furnish and replace all bearings and seals using OEM / SKF parts
- Recondition / repair existing oil pump
- Furnish and replace heaters
- Reassemble gearbox to original factory specifications
- Test run no load, record vibration and bearing temp rise
- Install coupling
- Prime and paint
- Transport to customer service location via our truck



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Page: 4 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1012

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Item #1 Repair Hansen Gearbox RUK-36-ANN

Quotation Amount:

- Repair Hansen Gearbox RUK-36-ANN- \$34,960.00

Estimated Delivery Time:

The Hansen gearbox repair will take 6 weeks A.R.O.

Rush Repair Option:

For an additional fee of \$4,615.00 the repair will be completed in 3 weeks A.R.O.



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Phone: (770) 454-9001 Fax: (770) 454-9092 www.motorgearengineer.com

City of Cartersville WTP
102 Walnut Grove Road
Cartersville, GA 30120

Page: 5 of 8

Date: 12/1/16

Attn: Bart Sears

SO: GR1012

Phone: 770-607-5816

Cell: 678-247-4069

Email: bears@cityofcartersville.org

Terms and Conditions:

1. All prices quoted are each net in U.S. dollars FOB Doraville, GA, unless delivery freight is included above as a separate line item such as new units from Germany (Flender)
2. All applicable taxes are extra
3. Prices quoted are valid for acceptance for a period of thirty days from the date of this quote
4. Prices do not include oil filling, necessary guards over rotating parts, cost of special crate manufacturing for shipping, if necessary or installation of equipment
5. Terms of payment are due net-30 days from delivery
6. Delivery for the above quoted equipment is to be stated above.
7. Our limited liability warranty covers only the specific work scope we perform and does not include any push/pull, freight, lost production or other items.

In all other respects our standard terms and conditions apply



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Page: 6 of 8

Date: 12/1/16

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SO: GR1012

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Unit Pictures



Input Seal Area requiring repair



Output Seal Area requiring repair



Low-speed Pinion teeth in good condition



Low-speed gear teeth in good condition



2nd reduction pinion and high-speed gear



City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
2017 Citizen Survey**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Invoice from National Research Center, Inc. (NRC) for the 2017 Citizen Survey. \$9,500 for the first invoice; the second invoice will come once survey is complete. Project total is \$13,860.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



NRC
National Research Center Inc

2955 Valmont Road
Suite 300
Boulder, CO 80301
T: (303) 444-7863
F: (303) 444-1145

Invoice

Date	Invoice No.
November 18, 2016	6141

Bill to:
Rebecca Bohlander City of Cartersville 1 North Erwin Street Cartersville, GA 30120 770-387-5612

Terms
Net 30 days

Description	Total	Amount Paid	Amount Due
The National Citizen Survey™ Basic Service	\$13,860	\$0	\$9,500

TOTAL	\$13,860.00	\$0.00	\$9,500.00
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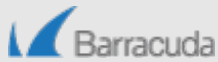
If payment is not received within 30 days, National Research Center, Inc. reserves the right to charge an additional fee of 3% of the total invoiced amount on any late payments. This policy helps keep costs low for clients that pay in a timely fashion.



City of Cartersville

City Council Meeting
12/15/2016 7:00:00 PM
Barracuda Email Archive Support Renewal

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department requests approval to renew our email archive support with Barracuda at an annual cost of \$7,348. This is a budgeted item.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



QUOTATION

Quote #: 239060
Prepared By: Charlene Juvera

Date: 2016-11-30
Expires: 2016-12-30

Bill To:
 City of Cartersville
 Accounts Payable
 1 North Erwin St.
 Cartersville, GA 30120
 United States
 (770) 607-6299
 sgrier@cityofcartersville.org

Ship To:
 City of Cartersville
 Steven Grier
 1 North Erwin St.
 Cartersville, GA 30120
 United States
 sgrier@cityofcartersville.org

Item #	Item Description	Qty	Unit Price	Price (USD)
BMA650a-e1	Barracuda Message Archiver 650 1 Year EU BAR-MA-597829	1	4,049.00*	4,049.00*
BMA650a-h1	Barracuda Message Archiver 650 1 Year IR BAR-MA-597829	1	3,299.00*	3,299.00*

EU = Energize Updates
 IR = Instant Replacement
 PS = Premium Support
 * = not taxed

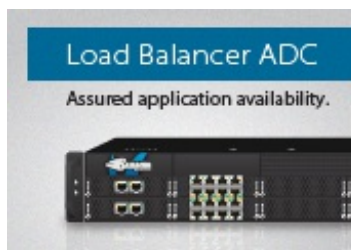
Total: **7,348.00**

We look forward to providing you a powerful and easy to use security solution. If you have any questions please do not hesitate to contact us.

Sincerely,

Charlene Juvera
 cjuvera@barracuda.com
 408-342-5400 phone
 408-342-1061 fax

- Credit Card payment or Net 30 days with approved credit or credit card guarantee.
- You are responsible for all sales taxes, withholding taxes, value added taxes, import and export taxes and any other similar taxes imposed by any federal, state, provincial or local governmental entity of this purchase.
- Services are provided pursuant to Barracuda Networks, Inc. Terms and Conditions located at <https://www.barracuda.com/legal/customer-purchase-terms>



Barracuda Networks

+1 408 342 5400 / 888 268 4772



City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
One Beacon Insurance Deductible**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	The city has received an invoice from our former property and casualty insurance carrier, One Beacon regarding three open lawsuits and/or accident. The amount due on these three open claims is the city's portion of the insurance deductible. The total due on these three open claims is \$24,556.61 and is recommended for your approval.
City Manager's Remarks:	Your approval of the above is recommended.
Financial/Budget Certification:	This will be paid from the property and casualty insurance fund.
Legal:	
Associated Information:	



November 15, 2016

City of Cartersville
PO Box 1390
Cartersville, GA 30120

Government Risks Deductible Billing ~ Policy 791000672

POLICY NUMBER	POLICY PERIOD	BILLING DATE	AMOUNT DUE	DUE DATE
791000672	6/30/15-6/30/16	11/15/16	\$24,556.61	12/15/16

Dear Policyholder:

As your policy provides for a \$25,000.00 deductible, we have enclosed a bill listing the individual claim(s) for which OneBeacon must be reimbursed for the amount of the deductible. If the paid amounts are less than the deductible, you will be billed for any additional payments up to the total deductible amount.

This amount is due and payable in full. Please remit your payment of \$24,556.61 payable to OneBeacon Insurance Group no later than December 15, 2016 and reference the above policy number. Payment should be mailed to my attention at the following address:

OneBeacon Insurance Group
Attn: Sharon Nagelski
751 Arbor Way
Suite 260
Blue Bell, PA 19422

Should you have any questions or wish to discuss this matter please feel free to contact me at the number below.

Thank you,


Sharon Nagelski
OneBeacon Insurance Group
Billing Operations
800-321-2721 x7733
snagelski@onebeacon.com

Item # 17

751 Arbor Way, Suite 260 Blue Bell, PA 19422



GOVERNMENT RISKS DEDUCTIBLE BILLING
CITY OF CARTERSVILLE
791000672

11/25/2016

m # 17

POLICY TERM	CLAIM NUMBER	CLAIMANT	LOSS	ALAE	TOTAL	RECOVERY	DED AMOUNT	TOTAL DUE
6/30/15-6/30/16 — 02/24/2016	0AB-157479-01-EB	Brown, Richard Cornell	\$0.00	\$6,534.48	\$8,534.48	\$7,811.09	\$25,000.00	\$723.39
6/30/15-6/30/16 — 11/16/2015	0AB-155125-01-EB	Sharpe, Roscoe Benny	\$0.00	\$274.40	\$274.40	\$215.60	\$25,000.00	\$58.80
6/30/15-6/30/16 — 08/03/2015	0AB-136819-03-EB	Gamble, Mark	\$22,000.00	\$0.00	\$22,000.00	\$0.00	\$25,000.00	\$22,000.00
6/30/15-6/30/16 — 08/03/2015	0AB-136819-04-EB	Garrigan, Pamela	\$1,774.42	\$0.00	\$1,774.42	\$0.00	\$25,000.00	\$1,774.42
Total Due								\$24,556.61

If you have any questions regarding this statement,
 please contact your OneBeacon account representative.

Sharon Nagelski
 Phone 800-321-2721 ext. 7733
 Fax 877-662-7527
snagelski@onebeacon.com

OneBeacon Insurance Group
 751 Arbor Way
 Suite 260
 Blue Bell, PA 19422

PLEASE REMIT PAYMENT BY: 12/15/16



City of Cartersville

**City Council Meeting
12/15/2016 7:00:00 PM
2020 SPLOST Projects**

SubCategory:	Discussion
Department Name:	Administration
Department Summary Recommendation:	City staff has met and prepared a list of items to potentially include on a 2020 SPLOST Referendum. The revenue forecast for the 2020 SPLOST is based on the current 2014 SPLOST collections and does not take into consideration if there will be any county-wide SPLOST item that will reduce the overall amount of funds available to the City of Cartersville. This list is just a discussion item for the City Council.
City Manager's Remarks:	This is within Council goals for '16. This is a staff proposal that needs your input.
Financial/Budget Certification:	
Legal:	
Associated Information:	

2020 Proposed Capital Projects:

Department	Project Description	<u>Estimated Project Cost</u>	Notes
Recreation	North side Park Development	3,825,000	
	Park Land 40 to 50 acres @\$40,000 per acre	\$2,000,000	
	Park infrastructure - utilities, lighting, signage, etc.	750,000	
	Park grading/grubbing	300,000	
	Park boundary trail w/ sidewalk connectors	275,000	
	Park shelters (2) w/ passive area	200,000	
	Open athletic field (300' x 400') w/turf grass & irrigation	85,000	
	Ampitheater	200,000	
	Design & Engineering	15,000	
Recreation	Senior Aquatic Center - UV Disinfecting System	50,000	
Fire	Tower Truck	1,250,000	
GIS	Updates to aerial maps and other information technology improvements	100,000	
Public Works	Downtown Quite Zone (CSX Railroad)	2,500,000	1
Public Works	Douthit Ferry Road	9,000,000	1
Public Works	Roadway infrastructure maintenance (\$435,000 per yr x 6 years)	2,610,000	
Fiber	Computer Servers/Video Security Storage	1,965,000	
Fiber	PBX Phone Switch Voice & Data Upgrades	220,000	
Police	Training Building - \$2 million total cost - split 50/50 with Bartow County	1,000,000	2
2020 Proposed Capital Projects Total		22,520,000	

Note 1:

These two projects can be discussed with Bartow County to help offset some of the city's costs.

Note 2:

Training Facility will serve both the city and Bartow County with \$2 million as the estimated cost which should be split between both entities.

**2020 Estimated
SPLOST Collections**

As of November 2016 SPLOST collections, the current average monthly SPLOST collections is \$1,620,780. Based on these current collections a 6 year SPLOST will generate an estimated \$116.7 million countywide. The city's current percentage is 19.3% or \$22.52 million

Difference

22,522,359

2,359



City of Cartersville

City Council Meeting
12/15/2016 7:00:00 PM
GDOT Grant for Cartersville-Bartow Airport

SubCategory:	Grant Application/Acceptance
Department Name:	Administration
Department Summary Recommendation:	The Georgia Department of Transportation Airport Division has approved a grant in the amount of \$661,262 for the Cartersville-Bartow Airport for the construction of a storm drainage system and land acquisition at the airport. The estimated amount of local match for this grant is approximately 5.25% or \$34,804.83 which will be paid by the Airport Authority. As in the past, these grant funds are in the city's name as we are the sponsoring agency. I recommend approval of the acceptance of these grant funds for the Cartersville-Bartow Airport.
City Manager's Remarks:	Your approval of the GDOT grant for the airport is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Revised July 1, 2016

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP017-9030-27(015)
PID - T005956

BARTOW COUNTY

LIMITED PARTICIPATION

STATE OF GEORGIA

** DO NOT UNSTAPLE THIS BOOKLET...

ENTER ALL REQUIRED INFORMATION

FULTON COUNTY

EITHER BY HAND OR STAMP.

THIS AGREEMENT made and entered into on _____, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and the CITY OF CARTERSVILLE (hereinafter called "SPONSOR"), who have been duly authorized to execute this Agreement.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

RSA IMPROVEMENTS PHASE I: CONSTRUCT STORM DRAINAGE SYSTEM AND LAND ACQUISITION AT THE CARTERSVILLE AIRPORT IN CARTERSVILLE, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans on Airport Project No. T005956/AP017-9030-27(015) BARTOW, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated July 21, 2014.

The original plans and specifications are on file at the Office of the Georgia Department of Transportation in Atlanta, Georgia and said plans and specifications are hereby made a part of this Agreement as fully and to be same effect as if the same had been set forth at length in the body of this Agreement.

(2) At the time of execution of this Agreement, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is SIX HUNDRED NINETY-SIX THOUSAND SIXTY-SIX and 83/100 Dollars (\$696,066.83). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of THIRTY-FOUR THOUSAND EIGHT HUNDRED THREE and 00/100 Dollars (\$34,803.00) and federal funds in the amount of SIX HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED FIFTY-NINE and 00/100 Dollars (\$626,459.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the project which is SIX HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED SIXTY-TWO and 00/100 Dollars (\$661,262.00). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its 95% of the actual project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the sponsor's local share of the project is in the amount of THIRTY-FOUR THOUSAND EIGHT HUNDRED FOUR and 83/100 Dollars (\$34,804.83).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the Department and copies thereof shall be furnished if requested.

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project. All construction on this project shall be in accordance and compliance with the 2013 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated July 21, 2014, Federal Aviation Administration, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this project and that for the purposes of this contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said project and this contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Agreement to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the Department is reached or until OCTOBER 31, 2018, whichever comes first.

(12) SERVICE DELIVERY STRATEGY CERTIFICATION: By execution of this contract, the SPONSOR certifies, under penalty of law, that the CITY OF CARTERSVILLE is in compliance with the Service Delivery Strategy Law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be use on the project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Agreement as if fully set out herein.

(15) Pursuant to O.C.G.A. Sec. 50-5-58, CONTRACTOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C which is hereby made a part of this Agreement as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the MAYOR of said DEPARTMENT, who has been duly authorized, and by the MAYOR of the CITY OF CARTERSVILLE, who has been duly authorized by the CITY OF CARTERSVILLE who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

Commissioner (SEAL)

Executed on behalf of

CITY OF CARTERSVILLE

DATE: _____

MAYOR

PRINTED NAME

ATTEST: _____
Treasurer

This contract approved by

CITY OF CARTERSVILLE

at a meeting held at:

DATE: _____

Clerk (SEAL)

Federal ID/IRS #

CARTERSVILLE AIRPORT
Cartersville, GA

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP017-9030-27(015) Bartow
PID: T005956

RSA IMPROVEMENTS PHASE I: CONSTRUCT STORM DRAINAGE SYSTEM & LAND ACQUISITION

ITEM	Spec	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	STATE FUNDS	%
Federal Project - FY15D Funds										
Land Acquisition										
1	FAA	Easement Acquisition - Storm Drain Easement	AC	1.773	\$11,449.52	\$20,300.00	\$18,270.00	90%	\$1,015.00	5.0%
2	FAA	Land Acquisition - (Dellinger Parcel)	AC	9.265	\$32,002.16	\$296,500.00	\$266,850.00	90%	\$14,825.00	5.0%
		Total Land Acquisition				\$316,800.00	\$285,120.00		\$15,840.00	
Storm Drainage System Construction										
3	GDOT 151	Mobilization	LS	1	\$ 38,698.17	\$ 38,698.17	\$ 34,828.35	90%	\$ 1,934.91	5.0%
4	GDOT 167	Water Quality Monitoring, Sampling, and Reporting	EA	2	\$ 448.00	\$ 896.00	\$ 806.40	90%	\$ 44.80	5.0%
5	GDOT 167	Water Quality Inspections	MO	3	\$ 448.00	\$ 1,344.00	\$ 1,209.60	90%	\$ 67.20	5.0%
6	GDOT 171	Orange Construction Fence	LF	200	\$ 3.84	\$ 768.00	\$ 691.20	90%	\$ 38.40	5.0%
7	P-151-4.1	Clearing and Grubbing	AC	2	\$ 12,608.00	\$ 25,216.00	\$ 22,694.40	90%	\$ 1,260.80	5.0%
8	P-156-5.1a	Temporary Seeding Complete	AC	2	\$ 2,560.00	\$ 5,120.00	\$ 4,608.00	90%	\$ 256.00	5.0%
9	P-156-5.1b	Hay Bale Check Dam, including installation, maintenance, & removal	LF	70	\$ 19.20	\$ 1,344.00	\$ 1,209.60	90%	\$ 67.20	5.0%
10	P-156-5.1c	Stone Check Dam, including installation, maintenance, & removal	EA	1	\$ 640.00	\$ 640.00	\$ 576.00	90%	\$ 32.00	5.0%
11	P-156-5.1d	Construction Entrance/Exit, including installation, maintenance, & removal	EA	1	\$ 1,920.00	\$ 1,920.00	\$ 1,728.00	90%	\$ 96.00	5.0%
12	P-156-5.1e	Silt Fence (Type C), Sensitive Area, including installation, maintenance, & removal	LF	4000	\$ 8.32	\$ 33,280.00	\$ 29,952.00	90%	\$ 1,664.00	5.0%
13	GDOT 500	Concrete, Class A	CY	6	\$ 641.84	\$ 3,741.93	\$ 3,367.23	90%	\$ 187.10	5.0%
14	GDOT 511	Reinforcing Steel	LB	428	\$ 3.84	\$ 1,643.52	\$ 1,479.17	90%	\$ 82.18	5.0%
15	GDOT 603	Rip Rep, Type 3 (18in)	SY	535	\$ 37.34	\$ 19,976.90	\$ 17,979.21	90%	\$ 998.85	5.0%
16	D-701-5.1	Reinforced Concrete Pipe, 54" dia., Class V	LF	808	\$ 177.47	\$ 143,395.76	\$ 129,056.18	90%	\$ 7,169.79	5.0%
17	D-751-5.1	Pre-Cast Reinforced Concrete Manhole, 60-inch dia., including Frame and Solid Lid	EA	3	\$ 7,669.05	\$ 23,007.15	\$ 20,706.44	90%	\$ 1,150.36	5.0%
18	T-901-5.1	Permanent Seeding Complete	AC	2	\$ 4,723.20	\$ 9,446.40	\$ 8,501.12	90%	\$ 472.32	5.0%
19	FAA	Construction Administration	EA	31930.00	\$ 1.00	\$ 31,930.00	\$ 28,737.00	90%	\$ 1,596.50	5.0%
20	FAA	Construction Inspection/Testing	EA	36899.00	\$ 1.00	\$ 36,899.00	\$ 33,209.10	90%	\$ 1,844.61	5.0%
		Total Storm Drainage System Construction				\$379,266.83	\$341,339.00		\$18,963.00	
		TOTAL PROJECT COST				\$696,066.83	\$626,459.00		\$34,803.00	

Fund Source	
22136	\$626,459.00 FY15D Federal
01171	\$34,803.00 FY17 State
	\$661,262.00

Total Maximum Obligation of State and Federal Funds this Contract:

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principle and duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Cartersville
Solicitation/Contract No./ Call No. or Project Description:	T005956/AP017-9030-27(015) Bartow RSA Improvements Phase I

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public [NOTARY SEAL]

My Commission Expires: _____

Department of Transportation
State of Georgia

October 28, 2016

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T005956/AP017-9030-27(015)Bartow
RSA IMPROVEMENTS PHASE I: CONSTRUCT STORM DRAINAGE SYSTEM AND LAND ACQUISITION AT THE
CARTERSVILLE AIRPORT IN CARTERSVILLE, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

Date: July 1, 2015

Date: May 29, 2001

First Use Date 2001 Specifications: November 1, 2002

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

Date: July 1, 2015

Date: July 3, 2001

First Use Date 2001 Specifications: November 1, 2002

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.



City of Cartersville

City Council Meeting
12/15/2016 7:00:00 PM
October 2016

SubCategory:	Monthly Financial Statement
Department Name:	Finance
Department Summary Recommendation:	Attached is the October 2016 financial report along with the supplemental financial information report and the cash position report for the same time period.
City Manager's Remarks:	Tom R. will present this info. to you Thursday.
Financial/Budget Certification:	
Legal:	
Associated Information:	

MONTHLY SUMMARY
As of October 31, 2016

02 #	Use of Funds	FY 2015-16	FY 2016-17	FY 2015-16	FY 2016-17	100.00% OF BUDGET (Year to Date)
		MONTH OF October-15	MONTH OF October-16	Year to Date October-15	Year to Date October-16	
GENERAL FUND <i>excluding SPOST, DDA & School System Property Tax Revenue & Expenditures</i>						
	REVENUE	\$12,646,783	\$3,139,045	\$17,581,817	\$7,643,076	32.94%
	EXPENDITURE	\$12,089,857	\$1,853,172	\$17,305,718	\$7,871,999	33.93%
	Gen. Fund Net Profit (Loss)	\$556,926	\$1,285,873	\$276,099	(\$228,923)	
WATER & SEWER						
	REVENUE	\$1,351,448	\$1,530,726	\$5,768,273	\$6,518,693	31.29%
	EXPENDITURE	\$1,005,184	\$915,827	\$4,337,268	\$4,449,011	21.35%
	Wtr. & Swr. Fund Net Profit (Loss)	\$346,264	\$614,899	\$1,431,005	\$2,069,682	
GAS						
	REVENUE	\$1,209,333	\$1,321,718	\$5,180,396	\$5,388,470	17.76%
	EXPENDITURES	\$1,778,174	\$1,550,722	\$6,191,681	\$6,094,170	20.09%
	Gas Fund Net Profit (Loss)	(\$568,841)	(\$229,004)	(\$1,011,285)	(\$705,700)	
ELECTRIC						
	REVENUE	\$4,057,858	\$4,212,764	\$18,073,240	\$19,170,119	38.57%
	EXPENDITURES	\$4,004,514	\$3,769,221	\$16,555,970	\$16,003,271	32.20%
	Electric Fund Net Profit (Loss)	\$53,344	\$443,543	\$1,517,270	\$3,166,848	
STORMWATER						
	REVENUE	\$114,584	\$124,193	\$453,761	\$483,760	33.45%
	EXPENDITURE	\$104,828	\$160,439	\$386,175	\$494,328	34.18%
	Stormwater Fund Net Profit (Loss)	\$9,756	(\$36,246)	\$67,586	(\$10,568)	
SOLID WASTE						
	REVENUE	\$184,667	\$194,998	\$738,106	\$766,082	32.18%
	EXPENDITURE	\$268,848	\$140,338	\$741,125	\$672,009	28.23%
	Solid Waste Fund Net Profit (Loss)	(\$84,181)	\$54,660	(\$3,019)	\$94,073	
FIBER OPTICS						
	REVENUE	\$159,905	\$165,619	\$666,039	\$681,515	35.96%
	EXPENDITURE	\$155,629	\$122,832	\$592,032	\$514,731	27.16%
	Fiber Fund Net Profit (Loss)	\$4,276	\$42,787	\$74,007	\$166,784	

02 # waji

Cash Position	6/30/16	7/31/16	8/31/16	9/30/16	10/31/16	11/30/16	12/31/16
Total Unrestricted Cash Balance	\$22,580,760.97	\$23,043,518.48	\$24,400,752.42	\$24,852,012.13	\$28,550,820.83		
Total Restricted Cash Balance	\$63,414,957.28	\$63,140,439.64	\$63,887,043.37	\$64,526,787.10	\$63,362,281.90		
Cash Position		1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of October 2016:

Unrestricted cash increased due to increased cash in the general fund, water fund, electric fund, gas fund, stormwater fund, and fiber fund.

Restricted cash decreased due to decreased cash in the Federal DEA fund, Go Park and Recreation fund, SPLOST 2014, and the pension fund (market moving down).

	Description	10/31/2016	FY 2017 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$7,643,077	\$23,203,830	32.94%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$492,381	\$2,578,225	19.10%
	Local Option Sales Tax (LOST)	\$1,208,794	\$3,694,800	32.72%
	Other Taxes	\$3,280,276	\$7,993,365	41.04%
	Building Permit & Inspection Fees	\$139,477	\$220,000	63.40%
	Fines and Forfeitures	\$157,689	\$675,000	23.36%
	Operating Transfers In-City Utilities	\$1,083,545	\$3,571,700	30.34%
	Other Revenues	\$1,280,915	\$4,470,740	28.65%
	Total Expenditures	\$7,871,999	\$23,203,830	33.93%
	Personnel Expenses	\$5,656,798	\$16,338,895	34.62%
	Operating Expenses	\$1,892,766	\$6,042,510	31.32%
	Capital Expenses	\$94,585	\$366,725	25.79%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$227,850	\$455,700	50.00%
Water & Sewer Fund	Total Revenues	\$6,518,693	\$20,836,040	31.29%
	Water Sales	\$4,162,595	\$9,903,000	42.03%
	Sewer Sales	\$2,184,044	\$5,770,000	37.85%
	Bond Proceeds	\$0	\$3,608,040	0.00%
	Prior Year Bond Proceeds	\$0	\$0	#DIV/0!
	Prior Year Capacity Fees	\$0	\$690,000	0.00%
	Other Revenues	\$172,054	\$865,000	19.89%
	Total Expenditures	\$4,449,012	\$20,836,040	21.35%
	Personnel Expenses	\$1,184,698	\$3,542,720	33.44%
	Operating Expenses	\$959,541	\$3,411,295	28.13%
Capital Expenses	\$255,721	\$8,002,000	3.20%	
Transfer To General Fund	\$712,585	\$2,077,820	34.29%	
Debt Payments	\$1,336,467	\$3,802,205	35.15%	
Gas Fund	Total Revenues	\$5,388,470	\$30,336,305	17.76%
	Gas Sales	\$4,672,839	\$18,739,235	24.94%
	Gas Commodity Charge	\$472,760	\$1,300,000	36.37%
	Bond Proceeds	\$0	\$5,449,230	0.00%
	Proceeds from Capital Leases	\$0	\$153,050	0.00%
	Other Revenues	\$242,871	\$1,765,000	13.76%
	Use of Reserves	\$0	\$2,929,790	0.00%
	Total Expenses	\$6,094,170	\$30,336,305	20.09%
	Personnel Expenses	\$642,645	\$2,038,330	31.53%
	Operating Expenses	\$359,671	\$1,821,270	19.75%
Purchase of Natural Gas	\$4,018,830	\$13,232,770	30.37%	
Transfer to General Fund	\$1,007,069	\$3,070,825	32.79%	
Capital Expenses	\$65,955	\$10,173,110	0.65%	

Item # 20

	Description	10/31/2016	FY 2017 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$19,170,119	\$49,703,855	38.57%
	Electric Sales	\$18,728,174	\$48,255,720	38.81%
	Other Revenues	\$441,945	\$1,448,135	30.52%
	Total Expenses	\$16,003,271	\$49,703,855	32.20%
	Personnel Expenses	\$822,886	\$2,411,910	34.12%
	Operating Expenses	\$462,830	\$1,397,270	33.12%
	Purchase of Electricity	\$13,601,326	\$41,900,900	32.46%
	Capital Expenses	\$194,929	\$1,313,135	14.84%
	Transfer to General Fund	\$921,300	\$2,680,640	34.37%
	Stormwater Fund	Total Revenues	\$483,760	\$1,446,250
Stormwater Revenues		\$476,932	\$1,340,000	35.59%
Mitigation Grant Revenue		\$0	\$0	#DIV/0!
Other Revenues		\$6,828	\$11,250	60.69%
Proceeds from Capital Leases		\$0	\$95,000	0.00%
Prior Year Carryover		\$0	\$0	#DIV/0!
Stormwater Improvement Funds		\$0	\$0	#DIV/0!
Total Expenses		\$494,328	\$1,446,250	34.18%
Personnel Expenses		\$253,949	\$616,720	41.18%
Operating Expenses		\$174,829	\$579,465	30.17%
Capital Expenses	\$65,550	\$250,065	26.21%	
Solid Waste Fund	Total Revenues	\$766,082	\$2,380,750	32.18%
	Refuse Collections Revenues	\$744,549	\$2,181,550	34.13%
	Other Revenues	\$21,533	\$44,200	48.72%
	Proceeds From Capital Leases	\$0	\$155,000	0.00%
	Total Expenses	\$672,009	\$2,380,750	28.23%
	Personnel Expenses	\$372,404	\$1,086,565	34.27%
Operating Expenses	\$299,605	\$1,139,185	26.30%	
Capital Expenses	\$0	\$155,000	0.00%	
Fiber Optics Fund	Total Revenues	\$681,515	\$1,895,220	35.96%
	Fiber Optics Revenues	\$614,359	\$1,785,475	34.41%
	GIS Revenues	\$35,600	\$104,000	34.23%
	Other Revenues	\$31,556	\$5,745	549.28%
	Total Expenses	\$514,731	\$1,895,220	27.16%
	Personnel Expenses	\$259,653	\$751,885	34.53%
	Operating Expenses	\$238,175	\$924,900	25.75%
	MEAG Telecom Statewide Pymt	\$3,144	\$9,435	0.00%
Debt Payment to Electric Dept	\$0	\$0	0.00%	
Capital Expenses	\$13,759	\$209,000	6.58%	

Item # 20