

April 2, 2013

Regular Meeting Minutes

Mayor Schindler called the meeting to order at 7:30 PM on Tuesday April 2, 2013. Mayor led the Pledge of Allegiance followed by the invocation.

Those present for the meeting were as follows; Mayor Schindler, Mayor Pro Tem Sherrill, Council Members Lane, Moss, and Whitfield, City Attorney, Clerks, and Concerned Citizens.

Before Minutes of the March 5, 2013 meeting were discussed and approved, Member Moss made a motion that Council reconsider item "Rezoning Request # 11-2012-01" at the end of the current night's agenda. Member Lane second motion, when question called, all in favor motion passed.

Member Whitfield made a motion to accept the March Meeting Minutes as follows; March 5th Call Meeting Minutes with Member Moss's revisions, March 5th Regular Meeting Minutes with Member Moss's revisions, March 9th Call Meeting Minutes, and also March 11th Call Meeting Minutes. Member Moss seconded the motion, all in favor, motion passed to approve the said minutes.

As Council began to review March Financial Statement, member Moss made a motion to stop the interfund transfers between the Water Department and the General Fund until we can get a handle on what we're looking at with the Water Department and how much we're going to need to fund any contingent repairs that may be needed. Mayor stated that he understood where Member Moss was going with her motion however right now we have got to focus on the financial statement for March. If you would like to discuss accounts, money, and/or moving it around, that should be discussed at the end during the Administration portion of the meeting. I think we are losing track and we need to focus on the matter on hand and that is last month's financials. Member Lane noted that there was a motion on the floor, he asked Member Moss if she would withdraw the motion or amend motion to add the item to the end of the agenda. Member Moss stated she would amend her motion and add it to the end of the agenda, there was no second to the motion. Mayor then asked for a motion on the financials, Member Sherrill made a motion to accept the financials as presented, Member Whitfield seconded. Mayor called for a vote. Members Sherrill and Whitfield for, Members Lane and Moss opposed. Mayor broke the tie and voted to accept the financials as presented.

Mayor called for anyone with a Citizens' Concern. No one stepping forward, Mayor commented on the prior Citizen Concern regarding the Sunday Alcohol Sales fee of \$ 500. He further stated that Lowndes County did not have a fee for this but the City of Valdosta does. Mayor stated City had passed an ordinance with these charges, and as store owner was not present, no further discussion was held. Once again he asked if there were any Citizen's Concerns. A citizen came forward to ask a question regarding the Water Notice that was mailed in the monthly water bill. The Mayor explained the notice and the water test in question. Being no other concerns, Mayor and Council moved forward with the agenda.

Next agenda item to be discussed was Charter Amendment. As first reading and public notice of Charter Amendment (Ordinance No 7, amendment #5) had been held, Member Sherrill moved to adopt as written, motion seconded by Member Whitfield. When question called, Members Lane, Sherrill and Whitfield for, Member Moss opposed, motion carries.

Agenda item Contract with Engineer for utilities service was next discussed. Member Sherrill made a motion to accept a proposal from Lovell Engineers to provide City with engineering services for development of a City water system improvement program, for sake of discussion. Member Whitfield seconded. Discussion followed. Mayor called for a vote. Members Sherrill and Whitfield for, Members Lane and Moss oppose. Mayor voted to break the tie in favor of the motion and then explained his reasoning for his vote. Member Sherrill made a motion to use allocated SPLOST funds to pay for Engineer Analysis on Water System, Member Whitfield seconded. Mayor called for vote. Members Sherrill and Whitfield for, Members Lane and Moss oppose. Mayor voted in favor to break the tie. Motion passed.

Mayor called for agenda item of planning for 4th of July celebration. Member Whitfield asked the Mayor to take a poll of citizens in attendance of their wishes to have the 4th of July Celebration. Citizens voted unanimously in favor of the celebration. Member Whitfield made a motion in favor of the 4th of July Celebration and to spend no more than \$3,000 on fireworks. Member Lane seconded. Mayor asked Council for discussion. Mayor called for vote, all in favor. Motion passed.

Next agenda item to be discussed was Fire/Police/Maintenance issues & reports. Fire Chief Cook and Assistant Fire Chief Wilbers were questioned and asked to discuss issues pertaining to Fire Department reports, equipment and mechanical issues, volunteers, policy and procedures, and insurance stipulations. No motions made, no action taken.

Member Whitfield requested a recess. Mayor called for a recess at approximately 9:40 PM.

Regular meeting called back to order at 9:50 PM.

Member Sherrill made a motion to go into Executive Session for Personnel issues. Member Whitfield seconded. Mayor called for discussion. Member Lane asked if it couldn't be put off until the end of the meeting. Member Whitfield suggested it be done while it was fresh on their minds. Mayor called for a vote, Members Sherrill and Whitfield for, Members Lane and Moss opposed. Mayor split the tie and voted in favor to go into Executive Session to discuss Personnel issues.

At approximately 9:52 PM, Member Whitfield asked the citizens to excuse the Council while they discussed issues.

Mayor called Regular meeting back to order at approximately 11:20PM. Member Moss made a motion to return to the Regular Meeting Session and authorize the Mayor to sign the Executive Session affidavit and resolution on behalf of the City Council. Member Whitfield seconded, all in favor, motion passed.

Member Moss asked to skip to the appointment to the Greater Lowndes Planning Committee due to the late hour and that Mrs. Althea Spriggs had been in attendance since the beginning of the meeting. Council agreed. Mrs. Spriggs approached Council to state her wish to serve on the committee.

Member Moss made a motion to appoint Mrs. Spriggs, Member Lane seconded. Mayor called for a vote, Members Moss and Lane for, Members Sherrill and Whitfield opposed. Mayor split the tie and voted in favor to appoint Mrs. Spriggs to the Greater Lowndes Planning Committee.

Mayor recalled for Fire/Police/Maintenance Reports to be completed next. David Kinsey came before Council to speak on behalf of the Police Department. No action taken. Bob Elworthy came before Council to speak on behalf of the Water Department and Maintenance. He discussed issues and complaints that have been reported within the city regarding garbage, and trash/debris backup causing drainage issues in some areas of the City. Member Sherrill suggested that the City of Lake Park mail a friendly letter regarding the City Ordinances regarding garbage and trash. He also stated his difficulty in contacting and getting feedback from the Cemetery Committee regarding placement of a flag pole for a Memorial Day event. Member Sherrill made a motion for Council to act and approve the placement of the flag pole. Due to lack of second, the motion died. No further action was taken.

Member Whitfield made a motion to adjourn. Mayor interjected and asked if they could hit a few more items on the agenda. Council approved.

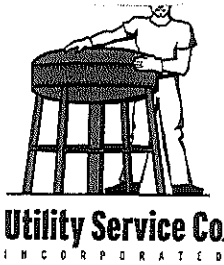
Agenda item of the water tank maintenance/repairs contract was then discussed. Three quotes were presented for water tower/tank repairs and services. (see attached) Member Whitfield made a motion to stay with current contract, member Lane seconded. When question called Members Whitfield, Lane, and Sherrill for, Member Moss opposed. Mayor also presented the Council with a quote from the Avanti Company (see attached) to rebuild the City's master meter. He further explained that that he felt the recalibration of this meter isn't worthwhile given the age and condition of the meter. Member Moss questioned why he had obtained only one quote, Mayor replied there were very few active businesses that did this type of work. Member Sherrill made a motion to accept the bid, Member Whitfield seconded. All in favor, motion passed.

Mayor called for agenda item of contract with GA DOT. Member Whitfield moved they City accept the DOT contract (see attached) which does not require the City to do road repairs on State Routes. Member Moss seconded the motion. Member Sherrill asked Member Whitfield if he would amend his motion to include that the DOT reimburse the City based on a minimum of four (4) road miles.*Member Whitfield so moved. When question called, all members approved.

Next agenda item was revisiting Re-zoning request, case # 11-2012-01. Member Moss stated that her original motion on March 5, 2013 was to approve the request, however before vote was taken another motion was made to deny the rezoning request and voted upon. Member Moss then moved again to approve this re-zoning request, motion second by member Lane. When question called, Member Moss for and Members Lane, Sherrill, and Whitfield opposed, motion fails.

Member Moss made a motion to adjourn, and current agenda items not handled be added to the next scheduled meeting, motion second by member Whitfield, all approved. Meeting adjourned at approx. 12:30 am

Read & Approved: Sabatha Fowler Date 5-7-13



535 Courtney Hodges Blvd.
P.O. Box 1350
Perry, Georgia 31069
tel: 478-987-0303 800-223-3695
fax: 478-987-2991
www.utilitiyservice.com

WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between City of Lake Park, Georgia hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 100,000 gallon water storage tank located at North Essa Street-City Hall Tank.

This agreement outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include the following:

The Company will annually inspect and service the tank beginning in the year 2005. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.

Biennially, beginning with the first washout/inspection in 2007, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish specialized services including engineering and inspection services needed to maintain and repair the tank and tower during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the Georgia Environmental Protection Division, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of **\$6,979.00 plus all applicable taxes** has been established for this tank. **This base fee begins in Year 2009. See Addendum No. 1 for Years 2005, 2006, 2007, and 2008.**

In year 2012 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tank was not originally designed, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company ninety [90] days prior to the anniversary date. Notice of Cancellation is to be delivered by registered mail and signed by three [3] authorized voting Officials of the Owner's management and/or Commissioners.

This Agreement signed this 12th day of July, 2005.

OWNER:

CITY of Lake Park - Mayor

by Jesse E. Funder
title

witness Ann G. Peterson

seal:

UTILITY SERVICE CO., INC.

Charles Belcher

by Charles Belcher, GA Representative
title

witness Regina J. Arthur

seal:

No. 1

This tank shall receive an exterior and interior renovation and repairs prior to the first anniversary of this agreement. The first four [4] annual fees shall be \$18,781.00 per year. The fifth annual fee shall be \$6,979.00.

No. 2

PAYMENT TERMS: *All applicable taxes are the responsibility of the Owner and in addition to the stated costs and fees in this contract.* The first annual fee shall be due and payable upon completion of the initial exterior and interior renovation and repairs. Each subsequent annual fee shall be due and payable on the anniversary date of this agreement.

No. 3

Should the City of Lake Park, Georgia elect to cancel this agreement prior to remitting the first four [4] annual fees, then the balance of the first four [4] annual fees shall be due and payable within thirty [30] days of notice to cancel.

Owner
by Jesse E. Fender
date 7-12-05
witness Ann's Peterson

Utility Service Co., Inc.
by Charles Belcher
date 6-7-05
witness Regina J. Arthur

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.

The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

SEAL

SEAL

Pittsburg Tank & Tower Maintenance Co., Inc.

PAINT • REPAIR • DISMANTLE • INSPECT



TANKS RAISED, LOWERED AND MOVED • NEW AND PREOWNED TANKS

P.O. Box 1849 • Henderson, KY 42419-1849 • TEL. (270) 869-9400 • FAX (270) 827-4417

<http://www.watertank.com>

Email: sales@watertank.com

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
<i>Bob Ellsworth</i>	<i>Christy Anglin</i>
COMPANY:	DATE:
<i>City of Lake Park</i>	<i>4-02-13</i>
FAX NUMBER:	TOTAL NO. OF PAGES, INCLUDING COVER SHEET:
<i>229-559-7499</i>	
PHONE NUMBER:	SENDER'S FAX NUMBER:
<i>229-559-7470</i>	<i>270-631-0515</i>
RE:	SENDER'S PHONE NUMBER:
	<i>270-869-9400 Ext.</i>

- URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY
 PLEASE RECYCLE

Bob,
Updated your quote
for tonight. Will call you tomorrow.

Revised 4/2/2013

Pittsburg Tank & Tower Maintenance Co., Inc.®

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<http://www.watertank.com>Email: sales@watertank.com

April 2, 2013

Updated

Mr. Bob Ellsworthy
Superintendent
City of Lake Park
120 Essa Street
Lake Park, GA 31636
229-559-7470
229-559-7499 Fax
229-251-5568 Cell
lakepartfire@yahoo.com

BOB,

We are pleased to provide you with an updated quotation to inspect one (1) 110,000 gallon elevated water tank.

Our in-service tank inspections are performed by a Remotely Controlled Submersible Robot which allows you to view, live, the inspection of your tank and to speak directly with our trained inspector. In addition to the live feed, the Remotely Controlled Submersible Robot eliminates the need for lockout/tag-out procedures, OSHA Confined Space or Commercial Diving Regulations, and water contamination associated with a diver.

This cost effective inspection covers the structural, sanitary, safety and coating condition of your tank. Our inspection is all inclusive with a detailed written report of findings with photographs, DVD of inspection, corrective recommendations and cost estimates.

Pittsburg has been serving the nation's tank needs for more than ninety years and our fully equipped and experienced crews specialize in all the services listed above in our letterhead. **We are a veteran owned company.**

We will furnish ten million dollars (\$10,000,000) worth of insurance for our mutual protection.

To accept our proposal, just sign and return one (1) copy to our Henderson, Kentucky office.

Respectfully,
Pittsburg Tank & Tower Maintenance Co., Inc.

Hugh McGee
Municipal Sales
270-869-9400 Ext. 330
270-631-0515 Fax
270-823-3222 Cell
hmcgee@pttmco.com

cc: Christy Anglin
Sales
270-869-9400 Ext. 343
270-631-0515 Fax
270-748-0250 Cell
canclin@pttmco.com

Please visit our web site at www.watertank.com

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<http://www.watertank.com> Email: sales@watertank.com

DATE: April 2, 2013

Updated

TO: City of Lake Park
120 Essa Street
Lake Park, GA 31636
FAX: 229-559-7499
EMAIL: lakepartfire@yahoo.com

ATTN: Mr. Bob Ellsworth
Superintendent
PHONE: 229-559-7470
CELL: 229-251-5568

We propose to furnish all labor, materials, equipment and insurance necessary to perform an exterior visual inspection and interior in-service inspection of one (1) 1100,000 gallon elevated water tank.

The interior in-service inspection will be performed using our Remotely Controlled Submersible Robot and the exterior will be inspected by our personnel trained in OSHA regulations utilizing fall protection equipment. Please note, our ROV unit requires, at minimum, either a 30" round or 24" square roof hatch.

This inspection will check for deficiencies and meet tank inspection requirements of OSHA, EPA, AWWA and NFPA. All structural, sanitary, safety, security and coating conditions will be reviewed. Items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatch, and external overflow. Any emergency items will be brought to Owner's attention by our inspector.

Owner will receive a detailed written report of findings with photographs, DVD of inspection, corrective recommendations and cost estimates.

The following tests shall be performed during the inspection:

Lead test (to determine lead content) – Interior & Exterior, Mil thickness test (coating thickness) – Exterior only, Cross hatch test (paint adhesion) – Exterior only, Ultra-sonic test of tank shell – Exterior only

Above to be completed for the sum of..... \$1,000.00

TERMS: 50% with order, Balance upon completion

MasterCard, Visa and American Express are accepted

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal and according to the terms thereof. In the event purchaser fails to abide by the terms and conditions of the contract requiring Pittsburg Tank & Tower Maintenance Co, Inc to collect on amounts due and owing, purchaser agrees to pay all attorney fees and all costs incurred by Pittsburg Tank & Tower Maintenance Co, Inc to secure said payments from purchaser.

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS

Accepted: _____, 20____

Respectfully Submitted by:

City of Lake Park, GA
INC

PITTSBURGH TANK & TOWER MAINTENANCE CO,

By: _____

By: _____

Title: _____

Don Johnston, President

Pittsburg Tank & Tower Maintenance Co., Inc.[®]
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<http://www.watertank.com>

Email: sales@watertank.com

**DISINFECTION PROCEDURE FOR
"ROV INSPECTION UNIT"**

1. Once our crew arrives on site, a chlorine solution made of ¾ water and ¼ chlorine bleach is mixed in a plastic spray bottle.
2. The ROV unit is removed from the case and placed on plastic. An inspection crew member, wearing plastic latex gloves, then sprays thoroughly the plastic and all exterior portions of the ROV unit using the chlorine solution.
3. A plastic bag is then also thoroughly sprayed on the outside and inside with the same chlorine solution. The ROV unit is then immediately placed into the plastic bag and the bag is tied secure.
4. The unit remains in the bag until the crew completes the external portion of the tank inspection. When time for the internal inspection, the unit is carried to the top of the tank, removed from the plastic bag and placed in the water.
5. For a video of this procedure, please go to <http://www.watertank.com/services.asp#extwarrant> and scroll to middle of page and click on the "Inspection Video" button.

Southeastern Tank & Tower Inc.

1491 Highway 129 South

Lake Park, GA 31636

229-559-7700 (Office)

229-559-7710 (Fax)

setankandtower@att.net

We propose to furnish all labor and equipment to fully inspect the interior and exterior of the 100,000 gallon elevated tank located in Lake Park, GA. The service will include working with the city to drain the interior of the tank using pressure relief valves. The interior will be pressure washed out to remove the sediment and received a complete and thorough examination. This will allow us inspect all weld seams, ladders, and any pits to determine if there will need to be any areas addressed. Deteriorated areas, such as pits, will be measured to determine the thickness of the metal. The interior will be tested for coating adhesion, thickness, and lead content. Upon completion of the interior inspection the tank will be sterilized, filled, tested, and returned to service. The exterior of the tank will be inspected during the same time. All ladders, safety systems, roof vent, and the tank structural integrity will be examined. The coating will be tested for adhesion using the approved method ASTM D 522 and ASTM D 1737. The thickness, condition, and lead content will also be examined.

The inspection performed on this tank will be thorough and comprehensive. It will cover all requirements of OSHA, AWWA, EPA, and the Homeland Security Act. The owner will be provided with three bound copies, including photographs, of the detailed report within 10 days.

From the ground there currently are a few areas that need to be addressed to bring the tank to AWWA standard and protect the structural integrity. The overflow pipe does not meet the current standards concerning a flap valve and splash pad. The overflow pipe currently discharges next to the support column foundation without anything to absorb the impact and disperse the water to prevent any erosion around the column. Areas of paint have peeled off the bowl area leaving the prime coat exposed. The conduit that is currently connected to the ladder needs to be relocated to meet OSHA regulations.

Our report will provide an open, honest presentation of the current tank condition. It will address any areas that need immediate attention and areas that will need it in the future. All of our crews are company owned and have the proper confined space and fall prevention training. Our company also carries six million dollars in liability insurance.

Southeastern Tank & Tower Inc.
 1491 Hwy 129 South
 Lake Park, GA 31636
 229 559-7700

PROPOSAL

PROPOSAL SUBMITTED TO City of Lake Park, GA		TODAY'S DATE 4/2/2013	DATE OF PLANS/PAGE #'S
PHONE NUMBER 229-559-7470	FAX NUMBER	JOB NAME Elevated Water Tank Inspection	
ADDRESS, CITY, STATE, ZIP 120 N Essa St, Lake Park, GA 31636		JOB LOCATION Lake Park, GA	

We propose hereby to furnish material and labor necessary for the completion of:

100,000 Gallon Elevated Water Tank Inspection

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

One Thousand Nine Hundred dollars (\$ **1,900.00**)

Payment as follows: **Net 30**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized
Signature

Note: this proposal may be withdrawn by us
if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____



Quote # BB-040113-01-02

Quotation

22 South Lake Avenue
 Avon Park, FL 33825-3902
www.avanticompany.com

Toll Free: 1-800-284-5231
 Fax: 863-453-0085
 E-Mail: info@avanticompany.com

Date 4/1/13
 Terms Net 30 days
 Prices FOB Factory
 Delivery 3-4 weeks
 Phone # 229-292-5719
 Fax # _____
 Reference # _____

To: Mayor Eric Schindler
 City of Lake Park
 120 N. Essoq St.
 Lake Park, GA 31636

mayor@cityoflakeparkga.com
 We are pleased to quote the following:

Item	Quantity	Description	Unit Price	Total
A	1	<p>Water Specialties Model 6" MF-T1 150 psi meter head assembly with mechanical totalizer and propeller complete. *above to fit into existing WS meter tube.</p> <p>**per factory records meter s/n 992243 indicates a 6" ML-03 flange tube propeller meter.</p> <p>***above pricing does not include freight</p>	\$1,286.00	\$1,286.00

Quoted By: Brandon Brooks (Brandon Brooks) / Accepted By: _____

Prices quoted above are current prices in effect and are subject to acceptance within 30 days from the above date, and are firm on an order resulting from this quote scheduled to ship within 60 days from date of order entry. All items quoted will be produced in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity Executive orders. Delivery schedules are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.

**CONTRACT FOR MAINTENANCE
OF HIGHWAYS**

THIS AGREEMENT made and entered into this the _____ day of _____
_____, 20_____, by and between the Department of Transportation, State of Georgia,
(hereinafter called the Department) and the _____,
(hereinafter called the City), to be effective the _____ day of _____
_____, 20____.

WITNESSETH:

WHEREAS, the Department and the city have agreed that it will be advantageous to both parties hereto, as well as to the traveling public, for the City to perform litter pickup and mowing services on the State Highways within _____ city of said _____ County as herein provided: and

WHEREAS, the parties hereto are acting under the authority of Constitution of the State of Georgia, Section 2-5901.

NOW, THEREFORE, in consideration of the sum of One dollar (\$1.00) by each of the parties to the other in hand paid, the receipt where of is hereby acknowledged, and the mutual covenants herein contained, the parties agree as follows:

1. The city will initially maintain _____ miles of State Highway (including _____ miles of Interstate Highways) together with all bridges and approaches within the City Boundaries of _____ County as more particularly described according to the sketch or plat hereto attached and marked "Exhibit A" which exhibit by reference is incorporated herein and made a part of this instrument for the purpose of describing the highways to be maintained under this agreement.
2. The number of miles of State Highways within the city will be adjusted every 12 months from the date of this contract bases on the latest available figures on file in the

Department of Transportation and "Exhibit A" will likewise be adjusted every 12 months from the date of this contract.

3. The number of miles of State Highways within the City shall be as published by the Planning division of the Department of Transportation.
4. The City will furnish all labor, materials and equipment for the proper maintenance of these highways, bridges and approaches thereto which shall consist of the following:
 1. Mowing
 2. Litter Removal
5. The Department will pay \$2,500.00 per mile per year for maintenance of said highways, bridges and approaches thereto, payment to be made on a prorated monthly basis. The City will invoice the Department monthly.
6. The Department will continue to perform normal maintenance activities except for mowing and litter removal.
7. The Department expressly reserves the right to make periodic inspections of the aforementioned highways and to make whatever recommendations necessary to insure proper maintenance of said highways.
8. The City agrees to indemnify and hold harmless the Department from all suits, claims for damages, or causes of action brought on account of City's failure to perform any maintenance of said highways.
9. This agreement will be automatically renewed every twelve (12) months beginning with the effective date of this agreement. The Department or city reserves the right to terminate this agreement by giving in writing to the other party at least 30 days prior to the end of the twelve (12) month agreement period.
10. In the event it is determined by the Department that the City is not properly performing any maintenance function under this agreement, the Department will

notify the city in writing of such deficiency. If such deficiency is not corrected within 30 days from the date of such notice, the Department may proceed to correct such deficiency and deduct the cost of such corrections from the amounts otherwise due the City under this agreement.

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the Department of Transportation by the Director of the Department of Transportation, and on behalf of the City of _____, BY _____, he/she being duly authorized to do so by _____ of said City.

This on the Day and year below written.

Executed on behalf of the Department of Transportation
This the _____ day of _____, 20____.

Executed on behalf of the City of _____
This the _____ day of _____, 20____.

By: _____
DIRECTOR, Department of Transportation

By: _____
(Title)

APPROVED:

STATE HIGHWAY ENGINEER

This Contract approved by _____
_____ at a meeting
held at _____.
This the _____ day of _____
20_____.

WITNESS FOR DEPARTMENT OF TRANSPORTATION:

City clerk

APPROVED AS TO LEGAL FORM THIS
THE _____ DAY OF _____,
20_____.

WITNESS FOR COUNTY

ASSISTANT ATTORNEY GENERAL

STATE OF GEORGIA

COUNTY OF _____

Be it resolved by the City Council of the City _____, and it is hereby resolved, that the foregoing attached contract for Mowing and Litter Maintenance of Highways be entered into by the City of _____ and that, _____ as Mayor (Chairman), and _____, as City Clerk, be, and they are, thereby authorized and directed to execute the same for and in behalf of said City council of the City of _____.

Passed and adopted this _____ day of _____, 20_____.

ATTEST:

(Clerk)

By: _____
MAYOR (CHAIRMAN)

I hereby certify that I am Clerk of the City, town or municipality (as the case may be) of the official acts of the authorities charged with the management of the business of said municipality; and the written and foregoing constitutes a true and correct copy of a resolution passed on the _____ day of _____, 20_____, and entered on the minutes of said officers.

This the _____ day of _____, 20_____.

CLERK

Exhibit A

City of _____

STATE ROUTE	MILES	Description	Description
		Begins	Ends
		Begins	Ends
		Begins	Ends
		Begins	Ends
		Begins	Ends
		Begins	Ends
		Begins	Ends
		Begins	Ends
TOTAL			

In accordance with the agreement to maintain State Routes, we issue and agree that the total mileage @ _____ per mile referenced for this agreement is correct for FY 2014. Annual contract amount is \$ _____ @ \$ _____ per month.

District Maintenance Engineer

City Official

State Maintenance Engineer