



CARTERSVILLE
CITY COUNCIL MEETING
Council Chambers, Third Floor of City Hall
Thursday, February 01, 2024 at 7:00 PM

AGENDA

COUNCILPERSONS:

Matt Santini – Mayor
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Alyssa Cordell

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

Keith Lovell

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. January 18, 2024 Council Meeting Minutes

APPOINTMENTS

2. Board of Zoning Appeals

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

3. Z23-06: Rezoning Application Center Road Townhomes

4. Z24-01: 109/111 Douglas Street

5. SU24-01. 109 Douglas St. Applicant: Daneise Archer

6. T24-01. Applicant: Darrell Simpson

RESOLUTIONS

7. Annual Adoption of CIE/CWP

CONTRACTS/AGREEMENTS

- [8.](#) CivicPlus Agreement
- [9.](#) Development of 10-year Master Plan for Parks and Recreation
- [10.](#) GDOT Transition Plan Design Services
- [11.](#) GA Power Encroachment Agreement

SECOND READING OF ORDINANCES

- [12.](#) Water & Sewer Capacity Fee Update

RESOLUTIONS

- [13.](#) Water Department Administrative Building Name

BID AWARD/PURCHASES

- [14.](#) ArcGis Enterprise
- [15.](#) Duo MFA Support Renewal
- [16.](#) General Municipal Election Invoice
- [17.](#) 2S Stratus IQ Electric Meter Purchase
- [18.](#) Fourth Quarter 2023 Motorola Radio Invoice

CONTRACTS/AGREEMENTS

- [19.](#) Guaranteed Maximum Price (GMP) provided by Reeves Young the Construction Manager at Risk (CMAR) for Fire Station #5.

RESOLUTIONS

- [20.](#) Mission Road Sidewalk TAP Grant Application

BID AWARD/PURCHASES

- [21.](#) Grapple Truck Bid Award
- [22.](#) Erwin/Leake Street Stormwater Improvement Notice of Award

ENGINEERING SERVICES

- [23.](#) Leake Street and Erwin Street Stormwater Engineering Services

CERTIFICATION

24. Signature Authorization Form for EPD

ADJOURNMENT

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.

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	January 18, 2024 Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from January 18, 2024 have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
City Hall – Council Chambers
January 18, 2024
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

Meeting: February 1, 2024 Item1.

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:02 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Mayor Santini closed Work Session at 6:37 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:00 P.M.

Invocation by Council Member Cooley.

Pledge of Allegiance led by Hodge.

The City Council met in Regular Session with Matthew Santini, Mayor, presiding, and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Alyssa Cordell, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, City Attorney.

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. January 4, 2024, Council Meeting Minutes

Council Member Fox made a motion to approve the January 4, 2024, Council Meeting Minutes. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

OTHER

2. FY2023 Audit Presentation

Tom Rhinehart, Finance Department Director, stated that Christopher McKellar with Mauldin and Jenkins would give a presentation on the city's FY 2023 annual audit.

Mr. McKellar gave an overview of the FY2023 Audit.

Dan Porta, City Manager, took a moment to thank Mauldin and Jenkins for their services, Mr. Rhinehart, and his staff for their diligence in facilitating and all department heads for being conscious of the annual budget.

3. Planning Commission

Randy Mannino, Planning and Development Director stated Lamar Pendley, Steven Smith, and Alissa Cooley would like to continue serving as Board Members of the Planning Commission. Mr. Pendley’s new term as the Mayor’s Appointee will expire on January 31, 2026. Mr. Smith’s and Mrs. Cooley’s terms will expire January 31, 2028. Additionally, Council Member Alyssa Cordell would like to appoint John Clayton to replace Jeffrey Ross, with a new term expiring January 31, 2028.

Council Member Fox made a motion to approve the Planning Commission reappointments and appointment of the Planning Commission Members. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

PUBLIC HEARING – 1st Reading of Zoning/Annexation Requests

4. Z23-06: Rezoning Application Center Road Townhomes

Mr. Mannino stated this was a rezoning of approximately 103.85 acres from R-20 (Single Family Residential) to RA-12 (Residential Attached) for the development of approximately 199 Townhouse units on Center Rd adjacent to I-75.

Staff does not oppose the rezoning and recommends the following conditions if the zoning is approved:

- 1) No more than 199 lots/units shall be built in Etowah Preserve Phase 2 as presented in this application and on the concept plan.
- 2) No development or Finished Floor Elevation (FFE) is to occur above the 1050 ft elevation without the review and approval of the Water Department.
- 3) A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
- 4) A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75.
- 5) Developer to provide necessary easements for a natural gas line extension on the property from Center Rd to Hwy 20.
- 6) As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 00780172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.
- 7) Incorporate the A&R Engineering, Inc traffic study recommendations dated April 20, 2023, into the approved site plans.

In closing, Mr. Mannino stated that the Planning Commission recommended denial, 4-0.

Mayor Santini opened the public hearing.

Karl Lutjens, 114 Old Mill Rd. came forward to represent the applicant. He gave an overview of the application and reviewed the benefits for the community.

Chris West, Douglasville, representative of Merrill Trust, to state that the the zoning but was unaware of the conditions on the zoning.

Continuing, Mr. Lutjens stated that if approved, it was projected to break ground in approximately a year and that the applicant found the conditions acceptance.

Bobby Walker, 15 S. Public Square, representative for Tilley Properties Inc., came forward to discuss the progress of working on an easement agreement and that Tilley Properties Inc is in favor of the application.

Guy Taff, 56 Cassville Rd., came forward to state that he is in favor of the application.

With no one else to come forward to speak for or against the application, the public hearing was closed.

Discussion commenced regarding the impact of these homes on the school system and the reason that the Planning Commission denied the application.

Mr. West returned and stated that he did not want to speculate on the number of bedrooms these units would have but would be willing to adhere to any condition that the Mayor and Council wanted to impose with a bedroom number requirement.

Mr. Lutjens returned to the podium to state during the Planning Commission Meeting, he stated that all bedrooms would be three-bedroom as a worst-case scenario in reference to the impact it would have on the school system. Furthermore, he stated that there are approximately 200 less students enrolled in the Cartersville School System compared to 2018 and 2020. The 199 proposed homes would have little impact on the school system, in his opinion.

This was a first reading and would be voted on at the next scheduled City Council Meeting scheduled for February 1, 2024.

5. Z24-01: 109/111 Douglas Street

Mr. Mannino stated the applicant requested a change in zoning from P-S (Professional Services) to M-U (Multiple Use) for approximately 0.5 acres located at 109 & 111 Douglas St. in Land Lot 410 of the 4th District, 3rd Section. Tax ID No. C004-0011-009. The applicant proposes the rezoning to allow a landscape company to operate and have outdoor storage of landscape supplies. A Special Use permit, SU24-01, is also to be reviewed per the M-U ordinance requirements. In closing, Mr. Mannino stated the Planning Commission recommended approval 3-0.

Mayor Santini opened the public hearing.

Daneise Archer, 704 West Ave, applicant, came forward to represent the application and stated that Appalachian Landscape would be using 105 Douglas Street as their office and was interested in also leasing 109/111 Douglas Street as storage for their landscape material. Continuing, she stated that the largest piece of equipment that would be stored at this property would be a bobcat. Furthermore, Ms. Archer stated she owned the property of 212 N. Tennessee St. and is willing to allow Appalachian Landscape to utilize the Tennessee St. property as the main entrance and exit for the Douglas Street property and proceeded to show a visual of this proposed entrance/exit.



Nena Jones, 112 Douglas St., came forward and stated that she was in favor of the application, however, wanted to ensure that the residential feel of Douglas Street was preserved.

With no one else to come forward to speak for or against the application, the public hearing was closed.

This was a first reading and would be voted on at the next scheduled City Council Meeting scheduled for February 1, 2024.

6. SU24-01: 109 Douglas St.

Mr. Mannino stated the applicant is proposing the rezoning, Z24-01, of the 0.50-acre property located at 109 Douglas St. from the P-S (Professional Services) zoning district to M-U (Multiple Use). The rezoning is to allow a landscape company (Specialty Contractor) to operate and have outdoor storage of landscape supplies. A Special Use permit is required by the M-U district zoning ordinance to allow outdoor storage of landscape materials and supplies.

The Planning Commission recommended approval, 3-0 with the following conditions:

- The special use permit is valid only for the named applicant, title holder and specialty contractor associated with the application.
- A visual screen is to be installed along the property lines that abut a residential zoning district or land use.

- Driveway access to Douglas St. is not allowed. Driveway access to T provided by applicant through applicants' property.

Mayor Santini opened the public hearing.

Ms. Archer returned and stated that Appalachian Landscape did state that they would ensure that the lot would be landscaped and would appeal to the community and was willing to adhere to the conditions set forth by the Planning Commission.

Mr. Lovell asked Ms. Archer to have Appalachian Landscape provide a list of items and equipment that would be proposed to be stored at the location before the second reading of the application on February 1, 2024.

With no one else to come forward to speak for or against the application, the public hearing was closed.

This was a first reading and would be voted on at the next scheduled City Council Meeting scheduled for February 1, 2024.

7. T24-01: 135 Wansley Dr.

Mr. Mannino stated this is a Text Amendment to Chapter 26, Zoning, Article X, Industrial district Regulations, Sec. 10.2, Heavy Industrial District, to add "Automotive storage yards and wrecker service" as a permitted use in Sec. 10.2.2 (A). This use is allowed in the Light Industrial zoning district, but not in Heavy Industrial. Staff members do not oppose the amendment. The Planning Commission recommended approval 4-0.

Mayor Santini opened the public hearing.

Darrell Simpson, 135 Wansley Dr., came forward and apologized for not knowing this not an allowed use of Heavy Industrial.

With no one else to come forward to speak for or against the application, the public hearing was closed.

This was a first reading and would be voted on at the next scheduled City Council Meeting scheduled for February 1, 2024.

Jayce Stepp left the meeting at 8:07pm.

Council Member Hodge made a motion to add five (5) items to the agenda. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

FIRST READING OF ORDINANCES

8. Water and Sewer Capacity Fee Update.

Sidney Forsyth, Water Department Director, stated on May 25, 2000, the City adopted a water and sewer capacity fee ordinance in addition to its normal rates for water and sewer service. The water and sewer capacity fees are deposited into a dedicated City account to fund the expansion and extension of the City's water, wastewater, and sewer facilities and/or capacity.

Since the initial ordinance adoption, these capacity fees have not been contracted with Hazen & Sawyer to study and update these fees. The resulting recommendations are reflected in this ordinance update. The fee changes reflect the actual cost of capacity expansion and extension of City water and sewer facilities and treatment.

These one-time fee increases, based on a single-family home inside the city, with ¾” meter service will increase by \$160.00 for water and \$170.00 for sewer. Fees for services with larger than 4” meters will be based on an equivalent residential unit (ERU) cost per gallon of capacity requested.

Mr. Lovell stated that there was a study done and this information needed to be recorded in the meeting.

Mayor Santini opened the public hearing and with no one else to come forward to speak for or against the application, the public hearing was closed.

This was a first reading and would be voted on at the next scheduled City Council Meeting scheduled for February 1, 2024.

RESOLUTIONS

9. Excess Right of Way Road Abandonment – Old Mill

Mr. Lovell stated the City has deemed that it is in the best interest to abandon the excess right of way in Land Lots 633 and 634, 4th District, 3rd Section, City of Cartersville, Bartow County, Georgia as indicated on Exhibit “C” is no longer necessary for the municipal street system and no substantial public purpose is served by it and that the City shall be relocating traffic in the adjacent area and as such; that said excess right of way in Land Lots 633 and 634, 4th District, 3rd Section, City of Cartersville, Bartow County, Georgia indicated on Exhibit “C” is declared to longer be part of the City of Cartersville Municipal Street System and the rights of the public in and to that section of the Municipal Street Section shall cease as of January 19, 2014, and quitclaimed as indicated on Exhibit “D.” It was requested to authorize the Mayor and City Clerk to sign and execute all documents necessary for the transfer.

Council Member Hodge made a motion to approve the Excess Right of Way Abandonment – Old Mill Resolution. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution 02-24

CONTRACTS/AGREEMENTS

10. Visioning Session Agreement with Catherine Bennett Consulting, LLC

Mr. Porta stated in preparation for our January 2024 City Council Visioning, the proposal to contract with Catherine Bennett Consulting to facilitate our meetings was recommended. This is a budgeted item.

Council Member Fox made a motion to approve the Visioning Session Agreement with Catherine Bennett Consulting, LLC. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

11. Geo Hydro Inspections and NPDES Compliance Services

Freddy Morgan, Assistant City Manager, stated Geo-Hydro Engineers will provide construction materials testing, special inspection, and NPDES compliance services for the new CFD Fire Station #5. These services are needed throughout the construction process. We are asking for Council approval to enter into this agreement.

Council Member Roth made a motion to approve the Geo Hydro Inspections and NPDES Compliance Services. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

12. SpryPoint Customer Portal – Discovery and Integration Documents

Mr. Morgan stated SpryPoint has submitted a discovery and two integration agreements for approval as we move forward with the Customer Portal implementation. These agreements have been reviewed internally and with our partners Invoice Cloud and Sensus.

Council Member Fox made a motion to approve the SpryPoint Customer Portal – Discovery and Integration Documents. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

13. SpryPoint Customer Portal Annual Subscription Invoice

Mr. Morgan stated that SpryPoint has submitted a discovery and two integration agreements for approval as we move forward with the Customer Portal implementation. These agreements have been reviewed internally and with our partners Invoice Cloud and Sensus. Approval was recommended.

Council Member Fox made a motion to approve the SpryPoint Customer Portal Annual Subscription Invoice. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

14. SuperVac Fans Purchase

Hagen Champion, Assistant Fire Chief, stated this was for the purchase of two SuperVac positive pressure ventilation fans for the new engines expected to arrive in the spring of 2024. We sought quotes from three authorized dealers and received three quotes back and selected the lowest quote from Ten-8 Fire & Safety with a total pricing of \$10,295.46. SuperVac fans match the equipment we have placed on the new Tower and eliminate Carbon Monoxide exhaust exposure for firefighters or citizens when ventilating a building. This request is within the budgeted amount as a capital expense for FY 23/24 and will be paid for through the general fund and reimbursed through the 2020 SPLOST as funds become available.

Council Member Cooley made a motion to approve the SuperVac Fans Purchase. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

15. Pipe Purchase Grassdale Road Improvements

Michael Dickson, Gas Department Director, stated the Gas System is requesting the purchase of 2,870 feet of 4-inch steel pipe for the Grassdale Road Improvements Project. Three bids were requested but only two were submitted. Irby Utilities of Kennesaw, GA submitted the low bid of \$27,781.00. This is a budgeted item and Council’s approval to accept this bid was recommended.

Council Member Hodge made a motion to approve the Pipe Purchase Grassdale Road Improvements. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEMS

16. Employee Wellness Incentive

Mr. Porta stated that the Walmart Gift Cards are an incentive for employees to participate in the Wellness Program. This incentive is reimbursable by our insurance company.

Council Member Roth made a motion to approve the Employee Wellness Incentive. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

17. Grassdale Road Sidewalk Project Utility Certification

Steven Foy, City Engineer, stated the Georgia Department of Transportation District Utilities Manager will need a utility certification letter for Grassdale Road Sidewalk Project (P.I. 0016638) prior to the project plans being finalized. Staff recommended the certification letter be signed so that the utility certification for Grassdale Road Sidewalk Project (P.I. 0016638) can be completed, which will keep this project moving forward and on schedule. The Georgia Department of Transportation has programmed funding for the utility work that must be done.

Council Member Fox made a motion to approve the Grassdale Road Sidewalk Project Utility Certification. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

18. Amendment to Cartersville-ECCO AMI Agreement

Mr. Morgan stated our original agreement was signed on December 7, 2023, needed to be amended to extend the deadline from December 31, 2023, to December 31, 2024.

Council Member Fox made a motion to approve the Amendment to Cartersville-ECCO AMI Agreement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

19. Certificate of Dedication and Maintenance Agreement

Mr. Lovell stated this was for Water and Sewer for the project known as Brightside at Cloverleaf. It was recommended for approval.

Council Member Cooley made a motion to approve the Certificate of Dedication and Maintenance Agreement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

20. Historic Preservation Grant Resolution

David Hardegree, Planning and Development Assistant Director stated this was a grant application to assist local historic preservation projects and funding of the survey required every ten (10) years. The city will provide a 40 percent local cash match for the total contribution not to exceed \$16,000.00. Approval was recommended to authorize the filing of the grant application.

Council Member Hodge made a motion to approve the Historic Preservation Grant Resolution. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution 03-24

MONTHLY FINANCIAL STATEMENT

21. November 2023 Financial Report

Mr. Rhinehart presented the November 2023 Financial Report and compared the numbers to November 2022.

ADJOURNMENT

With no other business to discuss, Council Member Hodge made a motion to adjourn.

Meeting Adjourned at 8:20 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Board of Zoning Appeals
DEPARTMENT SUMMARY RECOMMENDATION:	Jacqueline Hendricks will be replacing Malcom Cooley on the Board of Zoning Appeals, her term will expire on January 1, 2027.
LEGAL:	N/A

CITY OF CARTERSVILLE

City Board/Commission Application Form

Applicant Information

Name Hendricks Jacqueline D.
(last) (first) (middle initial)

Address [REDACTED]
(street)

Email Address [REDACTED]

Home Phone _____ Cell Phone [REDACTED]

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

Related Experience: Civic/Business/Other

Mortgage Broker - Business Owner
Allstate Insurance Marketing Sales Associate
All Saints Board of Directors, Jacksonville, FL
Operation Hope Volunteer
Summer Hill Heritage Group Volunteer

Personal References (list at least 3)

Calvin Copley [REDACTED] Ron Parker [REDACTED]
Luther Williams [REDACTED] Anthony Jones [REDACTED]
Mary Shaw [REDACTED] Bibby Morgan [REDACTED]

Position Information

Board/Commission applying for: Board of Zoning Appeals

Reason interested in position (please explain in space provided)
I am interested in this position because having grown up here in Cartersville, I would like to contribute any way that I can to the success of our growing community. I consider my participation on this board an honor and my duty to a city that I am proud and privileged to call home.

[Signature]
Applicant Signature

1/16/2024
Date

Thank you for your interest in serving our community



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2023
SUBCATEGORY:	Public Hearing – 2nd Reading of Zoning/Annexation Request
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z23-06. Townhouse Development- Center Rd. at I-75. Parcel ID. C108-0001-001 Applicant: Merrill Trust
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Rezoning of approx. 103.85 acres from R-20 (Single Family Residential) to RA-12 (Residential Attached) for the development of approximately 199 Townhouse units on Center Rd adjacent to I-75.</p> <p>Staff does not oppose the rezoning and recommends the following conditions if the zoning is approved:</p> <ol style="list-style-type: none"> 1. No more than 199 lots/units shall be built in Etowah Preserve Phase 2 as presented in this application and on the concept plan. 2. No development or Finished Floor Elevation (FFE) is to occur above the 1050 ft elevation without the review and approval of the Water Department. 3. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment. 4. A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75. 5. Developer to provide necessary easements for a natural gas line extension on the property from Center Rd to Hwy 20. 6. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties. 7. Incorporate the A&R Engineering, Inc traffic study recommendations dated April 20, 2023 into the approved site plans. <p>Planning Commission recommends denial, 4-0.</p>
LEGAL:	N/A

ZONING SYNOPSIS
Petition Number(s): Z23-06

REQUEST SUMMARY:

The applicant is requesting the rezoning of Parcel No. C108-0001-001 containing 103.85 acres from R-20 (Single Family Residential) to RA-12 (Single Family Residential, Attached) for development of 199 townhomes.

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Merrill Trust**
Representative: **Karl Lutiens**
Property Owner: **WHM Chattahoochee Hills Investments LLC (Harrison Merrill, Jr.)**
Property Location: **Center Rd & I75 (C108-0001-001)**
Access to the Property: **Center Rd**

Site Characteristics:

Tract Size: Acres: **103.85** District: **4th** Section: **3rd** LL(S): **245**
Ward: **6** Council Member: **Taff Wren**

LAND USE INFORMATION

Current Zoning: **R-20 Single-Family Residential**
Proposed Zoning: **RA-12 Residential Attached, 12 units/ ac.**
Proposed Use: **Townhouse Development**

Current Zoning of Adjacent Property:
North: **County R-3CU (Multi-Family Conditional Use); County M-1 (Mining)**
South: **R-10 (Single Family Residential)**
East: **R-10 (Single Family Residential)**
West: **RA-12 (Single family Residential); County M-1 (Mining)**

The Future Development Plan designates the subject property as: **Suburban Living**

The Future Land Use Map designates the subject property as: **Low & Medium Density Residential**

ZONING ANALYSIS

Site History:

2004: Z04-14. Approximately 202 acres were rezoned from R-20 to R-10 with conditions for two tracts of land north and south of Center Road west of and adjacent to I-75. Tract 1 was north of Center Road and named the Etowah Preserve subdivision. Tract 2 was south of Center Road and encompassed what is now the Autumn Canyon subdivision. 360 lots were approved with this zoning application.

2018: Z18-03. Zoning proposal to develop Etowah Preserve in 2 phases. Phase 1, now known as Everton Estates, would improve all existing infrastructure components and construct 182 townhome units and one amenity lot on the 50 +/- acres. Phase 1 requested rezoning from R-10 with conditions to RA-12. Phase 2 development on the remaining 111 +/- acres would occur at a future date and requested rezoning from R-10 with conditions to R-20 with conditions.

The Z18-03 rezoning request for Phases 1 and 2 was approved with conditions by City Council on April 19, 2018. The conditions are:

1. Maximum of 281 lots/units provided. No more than 199 lots/units shall be built in Phase 1 and 82 lots/units in Phase 2. ((360) lots approved Z04-14 – (79) lots Autumn Canyon = 281).
2. No development or Finished Floor Elevation (FFE) is to occur above the 1100 ft elevation without the review and approval of the Water Department.
3. Widen Center Rd out to Minor Collector standards (this includes the donation of required R/W to go from 50 ft to 60 ft or more where necessary for project related improvements)
4. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
5. A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75.
6. Provide/maintain a minimum of 36 acres of green space.
7. Owner/developer is required to re-plat the property prior to development.
8. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.

2019: Z19-02. Zoning proposal for 111 +/- acres currently zoned R-20 with conditions be rezoned to MF-14 for the construction of 300 apartment units. Application withdrawn.

2022: Z22-01. Zoning proposal for 108.35 +/- acres currently zoned R-20 with conditions be rezoned to MF-14 for the construction of 199 townhouse units. Application denied.

Z23-06 Zoning Summary:

Zoning application, Z23-06, requests that 103.85 +/- acres, currently zoned R-20 with conditions, be rezoned to RA-12 for the construction of a max. 199 townhouse units with an amenity area. The site is located directly west and adjacent to I-75 on the north side of Center Road.

In 2022 the same applicant presented zoning application, Z22-01, requesting the same zoning and a similar project concept plan and scope of work. That application was denied by council. Since the denial, the applicant has met with Councilman Wren to address his concerns which primarily were traffic and development quality. A traffic study was provided and Councilman Wren visited Foxhall Resort in Douglasville, a development by the applicant, Merrill Trust.

The project is now represented by Karl Lutjens, Southland Engineering.

A conceptual site plan is provided; however, no additional information has been provided regarding architectural elevations, material lists, floor plans, bedroom configurations, etc.

Misc. Noteworthy Items:

In 2004, the original zoning case, Z04-14, approved a maximum of 360 lots for both sides of Center Rd. Currently, Autumn Canyon contains 79 lots/units and Everton Estates will have 183 units- a total of 262 leaving (98) lots/units available for development. This application for Etowah Preserve Phase 2 is proposing (199) lots/units for a total of 461 lots/units. This exceeds the 2004 zoning plans by 101 lots or units.

Per the proposed zoning conditions under staff recommendation, Lots 204-220 per the concept plan will be affected by Item 3 requiring a 50ft buffer along the Center Rd realignment area.

Due to water service restrictions above the 1050 ft. elevation, development is limited to the southern half of the property. Upper elevations are intended to remain as green space due to this constraint. The city-wide water service elevation restriction has been increased from the 1,100 ft. elevation to the 1,050 elevation since the Z22-01 application was reviewed.

A comparison of the proposed project to the townhome requirements in Chapter 26 of the Zoning ordinance, Section 6.7, RA-12 Single Family Dwelling District, is provided. Several items have been identified as requiring a variance in order to construct the project. These items are highlighted. Variances would be addressed during the plan development phase.

In 2021, Everton Estates and Tilley Properties, Inc. executed and recorded an access agreement that would provide access from Tilley property, Tax ID. 0078-0172-001, east and south on the Everton Estates property and terminating at the property line of Etowah Preserve Phase 2. This easement is per the Z18-03 zoning condition No. 8, but was done without knowledge of future development that would occur on Etowah Phase 2. The easement access point is in conflict with the proposed amenity area at the southern end of Road B. This conflict will have to be resolved to implement the zoning condition. Continued access across the Phase 2 property to Center Road is required.

The Future Development Map identifies the area as Suburban Living which promotes single family detached homes as the primary land use; however, language in the description for Suburban Living encourages housing choices and internal connectivity to recreation and green space which this proposed development would provide.

The Future Land Use Map identifies this area as Low & Medium Density Residential. The proposed development achieves this metric. Refer to the table below for a comparison of development densities for past and current proposals and nearby developments.

Etowah Preserve Density Comparison

Zoning Case/ Name of Development	Lots or Units (P=Proposed; UC= Under Construction; C= Constructed)	Acreage (+/-)	Density (Lots or Units/ Acre)	Allowed Density by Zoning Cat. (Units or Lots/Acre)
Z23-06, Etowah Preserve Phase 2, RA-12 (Townhomes), Proposed	Max. 199 (P)	*103.85	1.9	12
Z22-01, Etowah Preserve Phase 2, RA-12 (Townhomes), Proposed	199 (X)- Application denied	*103.85	1.9	12
Z18-03, Etowah Preserve Phase 1. Everton Estates. RA-12 (Townhomes)	183 (UC)	58	3.3	12
Z04-14 (Etowah Preserve Original Plan, All Phases)	281	162	1.7	---
Autumn Canyon Subd. (Z04-14)	79 (C)	37	2.1	4.3
Hamilton Township Subd.	87 (C)	38	2.3	4.3
Estates at Ponders Mountain Subd. Phase 1 (Max. allowed all phases= 315)	75 (C)	29	2.6	4.3
Estates at Ponders Mountain Subd.- Phase 2	118 (UC) Phase 2 plans approved 7-11-23.	187	1.7 (based on 315 lots)	---
Estates at Ponders Mountain Subd.- Phase 3	122 lots remaining.	187	1.7 (based on 315 lots)	---

* Approximately (7) seven acres were removed from the Phase 2 tract and added to the Everton Estates tract thereby reducing the original 111 acres to the 103.85 acres.

City Department Comments

Electric: Takes no exception.

Fibercom: No Comment provided

Fire: This project will require another entrance due to number of lots.

- CFD notes that the concept plan shows over 199 lots. Per the applicants' representative, the number of townhouses will be limited to 199 units which is under the threshold for a 2nd entrance..

Gas: Takes No Exception

Public Works: Public Works does not support front loading townhomes and would not support this being a public drive if the townhomes are loaded from the front.

[T. Sanders, form. Dir. Public Works, Z22-01] Just to put some official numbers to supplement our conversation, per GDOT Center Road near the location of the proposed development has 3,530 vehicles per day. The Highway Capacity Manual shows a typical two lane rural road can handle 2650 vehicles per hour. The Trip Gen rate for this type of development is 7.32 trips per unit which comes out to 1456 trips per day, this means about 750 in and 750 out. Therefore, there should be plenty of remaining capacity for Center Road to handle this development and others in the future.

Water and Sewer: Please refer to Water Availability letter sent on 9/21 (included on page 3 of the application) for site specific water comments.

Cartersville School District: Comments pending submittal of bedroom configurations.
See email from Dr. Marc Feuerbach dated 1-4-24

Public Comments:

10/23: Sherri Rys, resident, Autumn Canyon Subdiv. General Inquiry.

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Except for the M-1, Mining district, all other adjacent properties are zoned for residential (R-10 & RA-12) and multi-family residential (R3CU).
2. *The suitability of the subject property for the zoned purposes.*
The topography, soils and water pressure issues will challenge any proposed development. The site is suitable for development below the 1050ft. contour elevation.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The proposed development would provide a housing product that, currently, seems to be in demand. Attached housing units may be the better option for development given the topography and surrounding land uses. There is limited hardship to the property owner as the topographic and water delivery challenges existed prior to purchase of the property.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned; however, any development will be challenging.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential properties. The proposed density is compatible with adjacent developments.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners. Concerns regarding traffic increases will likely be raised. Former Public Works director, Tommy Sanders, provided comments for Z2-01 that Center Road can accommodate significant traffic count increases. The zoning condition that provides access from the Tilley Properties, Inc. property to Center Road remains in effect. A modification to the 2021 recorded easement may be required.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal generally conforms with the Future Development Plan and Comprehensive Land Use Plan for Suburban Living and Low to Medium density requirements. At 12 units per acre, mathematically, 1246 units could be constructed which would be a high density development for

the City; however, the proposed 199 units would comply with the low-medium density requirement.

- 8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*

Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.

- 9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*

The proposed use could be burdensome on the school district if there is a high number of 3-bedroom units. Center Road would experience an increase in traffic, but not a burdensome increase. No burden is expected on city utilities. Water service is not available above the 1050 ft. elevation.

- 10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*

There are no known conditions.

STAFF RECOMMENDATION:

If approved, the following zoning conditions should be adopted:

- 1. No more than 199 lots/units shall be built in Etowah Preserve Phase 2 as presented in this application and on the concept plan.
- 2. No development or Finished Floor Elevation (FFE) is to occur above the 1050 ft elevation without the review and approval of the Water Department.
- 3. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.
- 4. A 50ft. buffer must be provided between the development and the Right-of-Way for Interstate 75.
- 5. Developer to provide necessary easements for a natural gas line extension on the property from Center Rd to Hwy 20.
- 6. As referenced in the letter from Commissioner Steve Taylor, the owner/developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.
- 7. Incorporate the A&R Engineering, Inc traffic study recommendations dated April 20, 2023 into the approved site plans.

6.7 RA-12 Single-family dwelling district.

Z23-06 P&D Analysis. Etowah Preserve Phase 2
Center Rd @I-75

Code Section	Description and/ or Requirements	Required	Proposed	Notes
6.7.1	RA-12 district scope and intent. Regulations set forth in this section are the RA-12 district regulations. The RA-12 district is intended to provide land areas devoted to high density uses consisting of single-family dwellings as further described in section 3.1.8 of this chapter. Land areas zoned RA-12 are also intended to provide a transition between medium density single-family residential areas and higher density multifamily residential areas or between medium density residential areas and nonresidential areas. The RA-12 district is intended to encourage home ownership.	---	Fee Simple Implied	
6.7.2	Use Regulation	---	---	---
6.7.3	Development Standards	---	---	---
A.	Height regulations. Buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher.	Y	No data provided	
B.	Minimum lot area per dwelling unit: Two thousand (2,000) square feet.	Y	2000sf	
C.	Maximum density: Twelve (12) units per gross acre.	Y	1.92 un/ac	5.95 un/ disturbed acre
D.	Minimum lot width: Twenty (20) feet.	Y	No data provided	
E.	Minimum lot frontage:	---	---	---
1	Single-family detached units: Thirty-five (35) feet.	---	NA	---
2	All other uses: Twenty (20) feet.	Y	OK	Shown as note on concept plan
F.	Minimum lot depth: One hundred (100) feet.	Y	No data provided	
G.	Minimum development area: One-half (0.5) acres.	Y	103.85	
H.	Minimum heated floor area: One thousand (1,000) square feet.	Y	No data provided	Addressed during site plan review.
I.	Setbacks:	---	---	---

Code Section	Description and/ or Requirements	Required	Proposed	Notes
1	Front yard: Ten (10) feet.	Y	No data provided	Addressed during site plan review.
2	Side yard: Ten (10) feet (each end of row).	Y	No data provided	Addressed during site plan review.
3	Rear yard: Twenty (20) feet.	Y	No data provided	Addressed during site plan review.
J.	[Gable or hip roofs.] Gable or hip roofs shall have a minimum roof pitch of 6/12. Both gable and hip roofs shall provide overhanging eaves on all sides that extend a minimum of one (1) foot beyond the building wall.	Y	No data provided	Addressed during building plan review.
K.	Accessory use, building and structure requirements. See section 4.9 of this chapter.	---	---	---
L.	Minimum buffer requirements. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with section 4.17 of this chapter.	Y	---	Buffer required along Everton Estates development. Potential natural buffer. Addressed during site plan review.
M.	Other required standards.	---	---	---
1	No fewer than three (3) dwelling units in a row shall be allowed.	Y	No data provided	Townhouse blocks will not be continuous as shown on the concept plan per site engineer.
2	Alley or private drive access required.	Y	None shown	Potential Variance item.
3	Required parking shall be allowed in the rear yard only.	Y	None shown	Potential Variance item.
4	Principal buildings shall front a private drive or public right-of-way.	Y		Public Works will require private streets if front parking and access is desired.
5	Principal structures on lots within the RA-12 district shall have a minimum of fifty (50) percent finish product on the exterior walls of the buildings consisting of brick, stone, hard-coat stucco, or fiber cement siding.	Y	No data provided	Addressed during building plan review.

Code Section	Description and/ or Requirements	Required	Proposed	Notes
6	A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the RA-12 district.	---	NA	---

Ordinance Source:

https://library.municode.com/ga/cartersville/codes/code_of_ordinances?nodeId=COOR_CH26ZO_ARTVISIMIDWDIRE_S6.7RASIMIDWDI

David Hardegree

From: Marc Feuerbach <mfeuerbach@cartersvilleschools.org>
Sent: Thursday, January 4, 2024 1:40 PM
To: David Hardegree
Cc: Andre Weaver
Subject: [EXTERNAL] Fw: Townhome Rezoning Follow-up

Follow Up Flag: Follow up
Flag Status: Flagged

David,
Happy New Year! I hope all is well. I received a call today from Christ West and he followed up with me at my request via email to share the drawing below. He said the specifics of bedrooms has not been set yet.

As I have shared with you over the years, we are in the business of education, not city planning, so when specifics of a project are limited, it makes it difficult to give a clear response. I do know that too much going on at one time could cause unintended consequences down the road so I simply ask questions that I feel should always be asked when projects come up. With limited information, the school system is not in favor of nor opposed to this project, but I leave you with the questions I always respond with in hopes that they are always part of the conversations that take place when considering projects.

- How does this project align with the other projects that have been previously approved?
- Where are we currently with how many projects have already been approved and are awaiting construction?

Please don't hesitate to reach out to me if you have any questions or if I can be of any help.

Respectfully,

Marc Feuerbach, Ed.D.
Superintendent - Cartersville City Schools
15 Nelson Street
Cartersville, GA 30120
Office: (770)382-5880 Fax: (770)387-7476

Building Legacies – One Student at a Time

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you receive this email in error, please notify the sender immediately by email at mfeuerbach@cartersvilleschools.org and destroy all copies of the original message.

From: Chris West <cwest@merrilltrust.com>
Sent: Thursday, January 4, 2024 12:34 PM
To: Marc Feuerbach <mfeuerbach@cartersvilleschools.org>
Cc: karl southlandengineers.com <karl@southlandengineers.com>; Harrison Merrill <hmerrill@merrilltrust.com>
Subject: Fwd: Townhome Rezoning Follow-up

You don't often get email from cwest@merrilltrust.com. [Learn why this is important](#)

CAUTION: This email originated from outside Cartersville School System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dr. Feuerbach,

Thank you for speaking with me today about our proposed townhomes in the City of Cartersville located off Center Road. Per your request, please see below depiction of what we plan the elevations to look like. I understand from your comments, the school system's primary interest is the number of residents the development may bring. Karl can provide details on the number of single-family residences that would be allowed under the current zoning on the total approximately 103 acres--as I mentioned the development we are requesting would be capped at 199 units. As such, the net increase in potential pupils would be minor (if any) from that allowed under the current zoning. The rezoning request is from R-20 (Single Family Residential) to RA-12 (Single Family Residential, Attached).

Please let me know if you have any additional questions or concerns.



Chris F. West
General Counsel
Merrill Trust
cwest@merrilltrust.com
Office: 404-467-6917 |
Cell: 229-873-0687
merrilltrust.com

8572387763
7067927936
PARTICIPANT ID

BK:3368 PG:734-743

D2021016029

AFTER RECORDING, RETURN TO:

Jenkins, Bowen & Walker, P.C.
15 South Public Square
Cartersville, Georgia 30120
Attn: Robert L. Walker, Esq.

FILED IN OFFICE
CLERK OF COURT
08/26/2021 12:08 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA



STATE OF GEORGIA
COUNTY OF BARTOW

EASEMENT AND RIGHT OF WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **Etowah Venture Partners I LLC**, a Georgia limited liability company (“Grantor”, whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Tilley Properties, Inc.**, a Georgia corporation, whose address is 917 N. Tennessee Street, Cartersville, Georgia 30120, and its successors-in-title (“Grantee”) for the benefit of that certain real property owned by the Grantee described as Bartow County Tax Parcel ID No. 0078-0172-001 (the “Grantee Property”) the non-exclusive easements described in this Agreement (collectively, the “Easements”) through and across the portions of the Grantor Property identified in this Agreement, which entire Grantor Property is described in “**Exhibit B**” attached hereto and made a part hereof, subject to the terms of this Agreement.

Grantor grants to Grantee for the benefit of the Grantee Property a perpetual, non-exclusive easement for vehicular ingress and egress through and across the portion of the Grantor Property being a strip of land identified as “Permanent Right of Way and Easement”, as shown on the drawing marked “**Exhibit A**” attached hereto and made a part hereof (hereinafter “Permanent Right of Way and Easement”).

During the course of construction of any roadway or improvements authorized herein, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the Permanent Right of Way and Easement (as defined above), such strip (or strips) of land being generally identified on the attached "**Exhibit A**" as an "Area of Temporary Work Space" (hereinafter "Temporary Work Space"). Grantee agrees that it will restore or repair any property of the Grantor within the Temporary Work Space which is impacted or damaged by any work performed by the Grantee, or on behalf of the Grantee, during the course of construction of any roadway or improvements authorized herein. Grantee's right and easement to use the Temporary Work Space as provided above shall expire upon the earlier of: (i) the completion of construction of the road within the Permanent Right of Way and Easement; (ii) One Hundred Eighty (180) days after Grantee commences construction of such road, unless such construction is delayed by weather, act of God, or non-financial circumstances beyond Grantee's control, in which events such period shall be extended on a day-for-day basis for each day of delay; or (iii) the twenty fifth (25th) annual anniversary of the date of this Agreement. Additionally, after the completion of the initial construction of any roadway within the Permanent Right of Way and Easement, should Grantee thereafter decide to improve said roadway by paving or putting down any other surfacing, or re-pave or otherwise maintain the roadway within the Permanent Right of Way and Easement, the Grantor will provide a temporary construction easement to permit Grantee to complete such additional work or maintenance that shall expire upon the earlier of: (i) the completion of the upgrades to the road within the Permanent Right of Way Easement; or (ii) One Hundred Twenty (120) days after the Grantee commences such additional construction of such road, unless such construction is delayed by weather, act of God, or non-financial circumstances beyond Grantee's control, in which events such period shall be extended on a day-for-day basis for each day of the delay. Moreover, Grantor hereby grants to Grantee a slope or grade easement on the property immediately adjacent to the Permanent Right of Way and Easement, that has been approved by Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed and for such reasonable periods of time as necessary for Grantee to maintain the elevation and slope of the Permanent Right of Way and Easement (the "Slope Easement").

The Grantee shall have the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the Permanent Right of Way and Easement and to install and maintain utilities, or to grant easements to the appropriate utility providers to install and maintain utilities, under the Permanent Right of Way and Easement (the "Ancillary Easement"). The Grantee shall also have the rights and benefits necessary to maintain the Easements, at its sole expense.

Grantor shall have the right to enter and use the land within the Permanent Right of Way and Easement if and to the extent such entry and use does not interfere with and is not inconsistent with Grantee's rights herein, and except that the Grantor will not build any permanent structures on the Permanent Right of Way and Easement or any part thereof, will not change the grade of the Permanent Right of Way and Easement, or any part thereof without the express written permission of the Grantee, which permission shall not be unreasonably withheld, conditioned, or delayed, will not plant trees on the Permanent Right of Way and Easement, or any part thereof, will not change

or alter any slopes or other supporting facilities, including but not limited to stormwater detention areas, or use the Permanent Right of Way and Easement or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to the Permanent Right of Way and Easement, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed; and Grantor will not authorize others to do any of said acts without first having obtained Grantee's approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor's right to enter and use the land within the Permanent Right of Way and Easement is limited to entering and using only that part of the Permanent Right of Way and Easement contained on the Grantor Property. No forbearance by Grantee to cut and remove any trees, undergrowth or other obstructions from the Permanent Right of Way and Easement or to exercise any other right provided by Grantee hereunder for any period of time shall constitute a waiver of such right or limit Grantee's ability to exercise such right as it may find convenient. Notwithstanding the foregoing, Grantee may construct paved or unpaved roadways within the Permanent Right of Way and Easement. Should Grantee elect to construct any paved or unpaved roadways within the Permanent Right of Way and Easement, any and all technical specifications of the roadway, including but not limited to width, type of surfacing or paving, or similar specifications, shall be determined by the Grantee, without further approval from the Grantor. Prior to constructing any road within the Permanent Right of Way and Easement, Grantee shall provide thirty (30) days written notice thereof to Grantor of the location and dimensions of such road within the Permanent Right of Way and Easement at the following address: c/o Atlantic Realty Partners, Inc., 3500 Lenox Road, Suite 1250, Atlanta, Georgia 30326, and notwithstanding the terms of the immediately preceding sentence, such specifications shall be subject to Grantor's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor agrees that nothing contained in this Agreement shall require Grantee to pave any roadway constructed by Grantee within the Permanent Right of Way and Easement unless Grantee decides that such paving is necessary for its use and enjoyment of the same, or unless required by applicable governmental laws or regulations in effect from time to time.

This Easement and Right of Way Agreement and any and all rights of Grantee hereunder shall run with the land that is the Grantor Parcel and the Grantee Parcel (collectively, the "Property"), and shall create equitable servitudes in favor of the Property, and shall bind every person having any fee, leasehold or other interest in the Property, and shall inure to the benefit of the respective parties and their successors-in-title. Upon the conveyance of any portion of the Property, the owner and transferor of such portion of the Property at the time of the transfer shall be relieved of all obligations arising hereunder after the time of such conveyance, and such transferee is deemed to have assumed all such obligations during the time that such assignee owns such portion of the Property.

Nothing herein, nor in the use of the Easements made under this Easement and Right of Way Agreement shall constitute a dedication by Grantor of the Permanent Right of Way and Easement as a public right of way, and the rights and Easements herein created shall not be for the benefit of the general public, whether as a third party beneficiary or otherwise.

TO HAVE AND TO HOLD said right of way and Easements unto said Grantee, and its successors-in-title, immediately upon the execution of this Agreement and so long thereafter until the Grantee releases or otherwise relinquishes said right of way and Easements in writing; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

Grantee and Grantor, by the acceptance hereof, further covenant and agree:

- (a) Grantee will reimburse the Grantor for any physical damages which Grantor, on any of the Grantor Property outside of the Permanent Right of Way and Easement, may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing any roadway or improvements, in the exercise of its rights granted.
- (b) Grantor shall reimburse Grantee for any and all repair and replacement costs to any utility lines, pavements, or other improvements on the Permanent Right of Way and Easement resulting from any damage caused by any person acting on behalf or with Grantor's permission using the easement rights granted to Grantee hereunder.
- (c) Grantor shall have the right, at its choosing to connect to any portion of the Permanent Right of Way and Easement that is located on the Grantor Property. Notwithstanding the foregoing, Grantor shall provide thirty (30) days written notice thereof to Grantee of its plans to connect to the Permanent Right of Way and Easement at the following address: Tilley Properties, Inc., 917 N. Tennessee Street, Cartersville, Georgia 30120. Moreover, Grantor's rights to connect, enter and use the land within the Permanent Right of Way and Easement is limited to connecting, entering and using only that part of the Permanent Right of Way and Easement contained on the Grantor Property and shall not extend to any adjacent property owned by the Grantee. Notwithstanding the foregoing or any other provision of this Agreement to the contrary: (i) in the event that Grantee or an affiliate of Grantee ever acquires fee simple title to all or a portion of Lot 3 ("Lot 3") identified in the attached "**Exhibit A**" (which acquired land is hereinafter referred to as the "Future Property"), Grantee for itself and on behalf of its affiliate, as applicable, does hereby grant, bargain, sell and convey, and shall be deemed contemporaneously with the acquisition of the Future Property to have granted, bargained, sold and conveyed, unto Grantor and its successors-in-title for the benefit of the Grantor Property a perpetual, non-exclusive easement for vehicular ingress and egress through and across all driveways and roadways, that are now or hereafter located upon the Future Property that connects the Permanent Right of Way and Easement to Center Road "(the "Future Property Easement"). Although the Future Property

Easement is self-executing, upon the request of Grantor following such acquisition of the Future Property, Grantee or its affiliate, as applicable, shall execute and deliver to Grantor for recordation in the Bartow County real estate records a Future Property Easement in form and substance that is reasonably acceptable to such parties; or (ii) in the event that an access easement is ever granted over all or a portion of Lot 3 for the benefit of all or a portion of the Grantee Property that connects the Permanent Right of Way and Easement to Center Road (the "Future Access Easement"), Grantee covenants and agrees for the benefit of Grantor and the Grantor Property that such Future Access Easement will also benefit the Grantor Property and the Adjacent Land (as said term is hereinafter defined), to the extent agreed upon by the grantor of the Future Access Easement. Grantee covenants and agrees to make a commercially reasonable effort to obtain such agreement from such grantor of the Future Access Easement. Grantor may authorize any affiliate of Grantor that acquires fee simple title to any land that is adjacent to the Grantor Property (the "Adjacent Land") to use on a non-exclusive basis the rights and easements granted to Grantor in this Section (c) for the benefit of such Adjacent Land, and in the event that Grantor provides such authorization, such affiliate and its successors-in-title to such Adjacent Land shall become a third party beneficiary of such rights and easements for the benefit of such Adjacent Land, and such rights and easements shall run with the title to such Adjacent Land in perpetuity. For purposes hereof, an affiliate of Grantor is deemed to be an entity directly or indirectly owned in whole or in part by Grantor or by a principal of Grantor, and an affiliate of Grantee is deemed to be an entity directly or indirectly owned in whole or in part by Grantee or by a principal of Grantee.

- (d) In the event that any paved or unpaved roadway is constructed by the Grantee within the Permanent Right of Way and Easement area, Grantee agrees that it shall be responsible for any stormwater management that may be required by any state or local government regulations existing at the time of said improvements.
- (e) At its sole cost and expense, Grantee shall maintain and repair for its intended purpose each of the improvements made by or on behalf of Grantee pursuant to the terms of this Agreement, including the road within the Permanent Right of Way and Easement (collectively, the "Improvements"). All such Improvements and all modifications, alterations, and enhancements of such Improvements shall be constructed at Grantee's expense in accordance with applicable governmental laws and regulations, and subject to plans and specifications that have been approved by Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed, and if after an Improvement has been constructed it must be modified or changed to comply with governmental laws or regulations then in effect, Grantee shall promptly take the required action at its expense. Notwithstanding the terms of the immediately preceding sentence, Grantor

agrees that nothing contained in this Agreement shall require Grantee to pave any roadway constructed by Grantee within the Permanent Right of Way and Easement unless Grantee decides that such paving is necessary for its use and enjoyment of the same, or unless required by applicable governmental laws or regulations in effect from time to time. In its use of the Easements, Grantee shall make a commercially reasonable effort to minimize interference with the use and occupancy of the Grantor Property, and shall promptly restore and repair any damage that it causes to the Grantor Property. Grantee shall indemnify and save Grantor harmless from and against all claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of or relating to the use or exercise of any of the rights or Easements herein granted to Grantee or its agents, employees, tenants, invitees, licensees, contractors, or subcontractors. The Grantor agrees that the Grantee shall not have any obligation to indemnify or hold harmless the Grantor from any claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of injuries to any trespasser on the Grantor Property or Grantee Property, nor arising out of injuries to any person using the Grantor Property or Grantee Property without the express permission of the Grantee. Similarly, Grantor shall indemnify and save Grantee harmless from an against all claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of or relating to the use or exercise of any of the rights or Easements herein granted to Grantor or its agents, employees, tenants, invitees, licensees, contractors or subcontractors. The Grantee agrees that that Grantor shall not have any obligation to indemnify or hold harmless the Grantee from any claims, demands, actions, causes of action, losses, costs and expenses or injury to or death of persons and/or for loss of or damage to property, including attorneys' fees and costs, arising out of injuries to any trespasser on the Grantor Property or Grantee Property, nor arising out of injuries to any person using the Grantor Property or Grantee Property without the express permission of the Grantor.

- (f) Grantor agrees to cooperate with Grantee by providing any information or documentation necessary for Grantee to obtain suitable title insurance, at the Grantee's sole expense, insuring that the Grantor has the legal authority to provide and convey the rights given in this Easement and Right of Way Agreement.

This Agreement may not be modified or amended, except in writing, signed by all parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall be binding upon the heirs, executors, administrators, and successors-in-title of the parties hereto. In the event of the breach of any party's obligations under this Agreement, the breaching party shall be liable for all costs and expenses occasioned by such breach, including but not limited to court costs and attorneys' fees.

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IN TESTIMONY AND WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals this 25 day of August 2021.

GRANTOR:

ETOWAH VENTURE PARTNERS I LLC, A Georgia limited liability company

By: [Signature]

Name: Richard D. Aaronson
Title: Manager

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]

Z Maddox
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 04/08/2025

GRANTEE:

TILLEY PROPERTIES, INC., a Georgia corporation

By: [Signature]
Name: Beth Tilley
Title: CEO, Tilley Properties, Inc.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]

4825-8172-51681
Aaronson/Cartersville/Tilley Easement Agreement/access easement agreement 08/30/21



EXHIBIT "A"

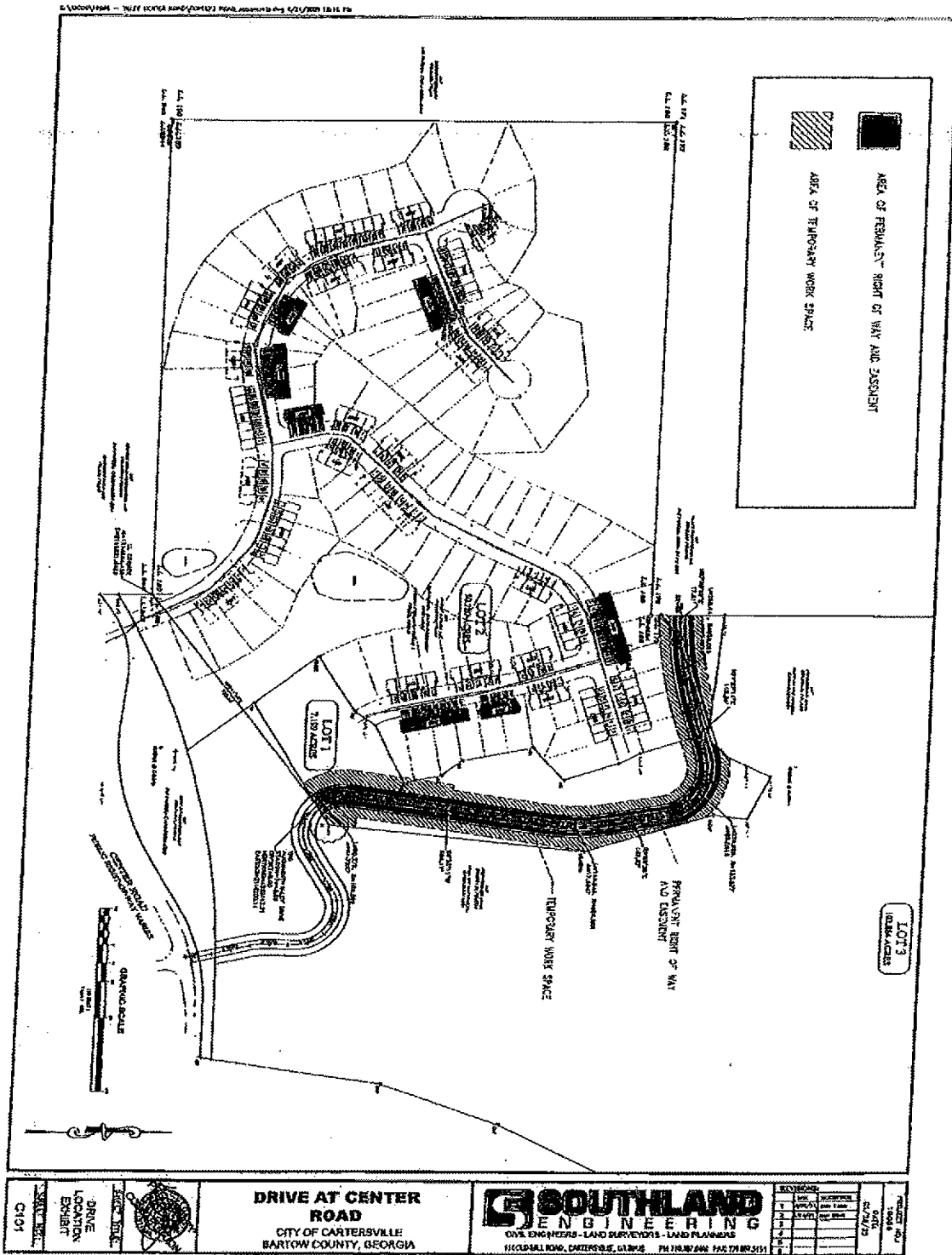


EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN LAND LOTS 173, 188, 189, AND 245, OF THE 4TH DISTRICT, 3RD SECTION IN THE CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (CAR AXLE) AT THE COMMON LAND LOT CORNER OF LAND LOTS 172, 173, 188, AND 189; THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 173 WITH A BEARING OF N 00°12'47" E A DISTANCE OF 27.09 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE CONTINUING ALONG SAID LAND LOT LINE WITH A BEARING OF N 00°12'47" E A DISTANCE OF 160.81 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE WITH A BEARING OF S 85°11'54" E A DISTANCE OF 325.04 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF N 67°53'47" E A DISTANCE OF 32.28 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 35°59'04" E A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 51°24'37" E A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 25°33'04" E A DISTANCE OF 61.63 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF N 25°26'59" E A DISTANCE OF 70.00 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 64°33'01" E A DISTANCE OF 128.50 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 06°07'07" W A DISTANCE OF 89.34 FEET TO AN IRON PIN FOUND (#4 REBAR – CAPPED); THENCE WITH A BEARING OF S 17°01'05" E A DISTANCE OF 343.18 FEET TO AN IRON PIN FOUND (#4 REBAR – CAPPED #796); THENCE WITH A BEARING OF S 06°08'33" W A DISTANCE OF 656.50 FEET TO A TREE LOCATED 18.5 FEET NORTHEAST OF AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF S 57°56'20" W A DISTANCE OF 394.22 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF S 38°18'37" E A DISTANCE OF 211.47 FEET TO AN IRON PIN FOUND (#4 REBAR) ALONG THE NORTHERN RIGHT OF WAY (R/W) OF CENTER ROAD (VARIABLE PUBLIC R/W); THENCE ALONG SAID R/W IN A SOUTHWESTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 2060.11 FEET, HAVING A CHORD BEARING OF S 65°43'28" W, A CHORD DISTANCE OF 469.55 FEET AND AN ARC LENGTH OF 470.58 FEET TO AN IRON PIN PLACED (#4 REBAR) AT THE INTERSECTION OF SAID R/W AND THE WESTERN LAND LOT LINE OF LAND LOT 245; THENCE ALONG SAID LOT LINE WITH A BEARING OF N 00°45'50" W A DISTANCE OF 85.85 FEET TO AN IRON PIN PLACED (#4 REBAR) AT THE COMMON LAND LOT CORNER OF LAND LOTS 188, 189, 244, AND 245; THENCE ALONG THE SOUTHERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF N 89°59'28" W A DISTANCE OF 1305.18 FEET TO AN IRON PIN FOUND (#4 REBAR – FLAT IRON) AT THE COMMON LAND LOT CORNER OF LAND LOTS 189, 190, 243, AND 244; THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF N 00°00'27" E A DISTANCE OF 1293.44 FEET TO AN IRON PIN FOUND (#4 REBAR) AT THE COMMON LAND LOT CORNER OF LAND LOTS 171, 172, 189, AND 190; THENCE ALONG THE NORTHERN LAND LOT LINE OF LAND LOT 189 WITH A BEARING OF S 89°28'07" E A DISTANCE OF 1356.30 FEET TO AN IRON PIN FOUND (CAR AXLE) AT THE COMMON LAND LOT CORNER OF LAND LOTS 172, 173, 188, AND 189 AND THE POINT OF BEGINNING.

**TRAFFIC IMPACT STUDY
FOR
PROPOSED RESIDENTIAL DEVELOPMENT
NORTHWEST OF CENTER ROAD AND I-75,
CITY OF CARTERSVILLE, GEORGIA**



Prepared for:

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April 20, 2023
A & R Project # 23-045

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Not included with zoning report due to file size

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1.0 INTRODUCTION

The purpose of this study is to determine the traffic impact from the proposed residential development that will be located northwest of the crossing of Center Road and I-75 in the City of Cartersville, Georgia. The traffic analysis includes evaluation of the current operations and future conditions with the traffic generated by the development. The proposed development will consist of 199 townhome units.



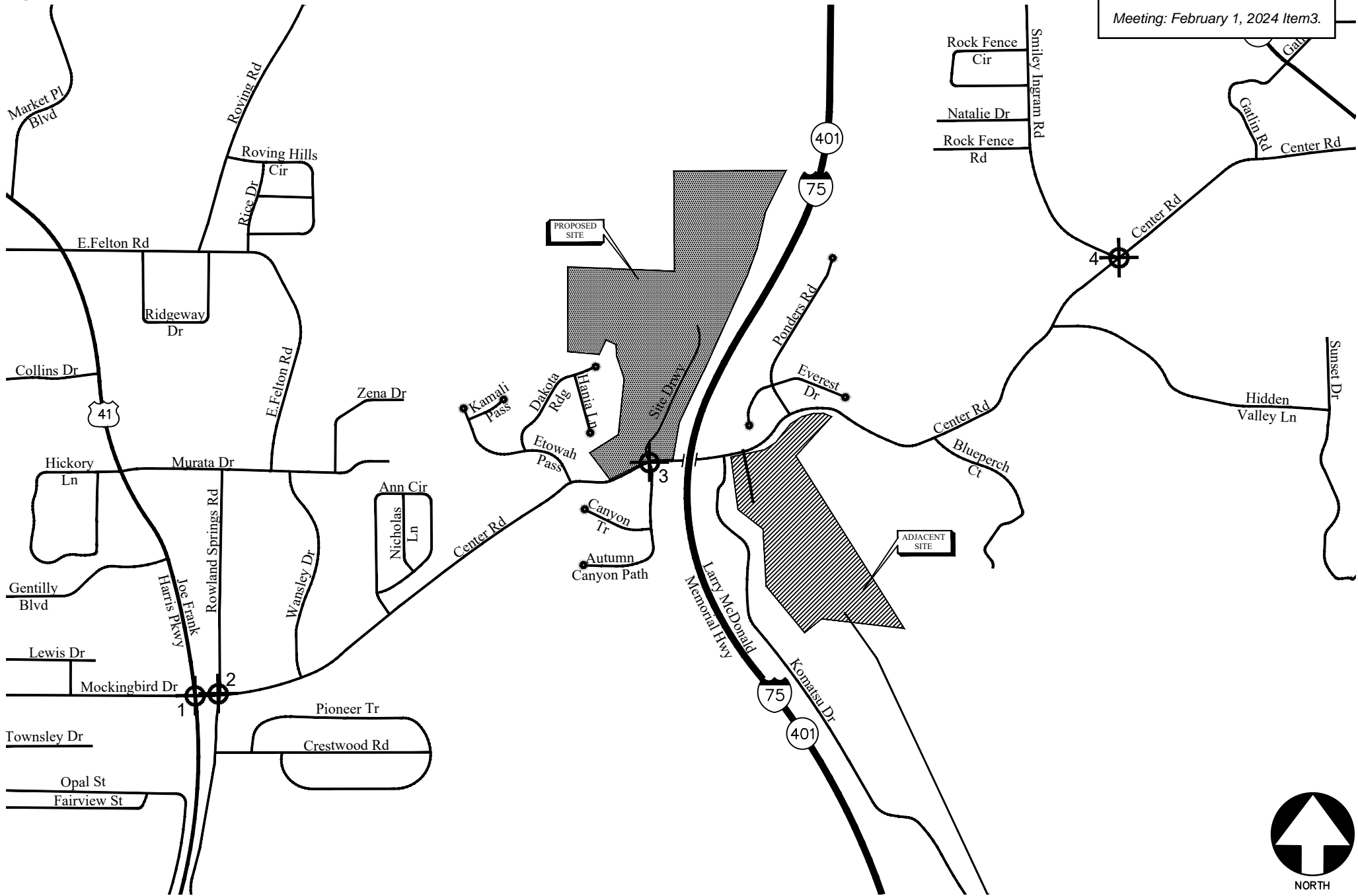
The development proposes one full access driveway on Center Road aligned with Autumn Canyon Path.

The AM and PM peak hours have been analyzed in this study. In addition to the site access point, this study includes the evaluation of traffic operations at the intersections of:

- Center Road at US 41 (Joe Frank Harris Parkway)
- Center Road at Rowland Springs Road
- Center Road at Autumn Canyon Path
- Center Road at Smiley Ingram Road

Recommendations to improve traffic operations have been identified as appropriate and are discussed in detail in the following sections of the report. The location of the development and the surrounding roadway network are shown in Figure 1.

Study Intersections



LOCATION MAP

FIGURE 1



2.0 EXISTING FACILITIES / CONDITIONS

2.1 Roadway Facilities

The following is a brief description of each of the roadway facilities located in proximity to the site:

2.1.1 US 41 (Joe Frank Harris Parkway)

US 41 (Joe Frank Harris Parkway) is a north-south, four-lane, median-divided roadway with a posted speed limit of 45 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 015-0114) indicate that the daily traffic volume on US 41 (Joe Frank Harris Parkway) in 2021 was 34,700 vehicles per day south of Center Road. GDOT classifies US 41 (Joe Frank Harris Parkway) as an urban principal arterial roadway.

2.1.2 Center Road

Center Road is an east-west, two-lane, undivided roadway with a posted speed limit of 35 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 015-0358) indicate that the daily traffic volume on Center Road in 2021 was 3,750 vehicles per day east of Wansley Drive. GDOT classifies Center Road as an urban major collector roadway.

2.1.3 Rowland Springs Road

Rowland Springs Road is a north-south, two lane, undivided roadway with a posted speed limit of 30 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 015-0354) indicate that the daily traffic volume on Rowland Springs Road in 2021 was 1,690 vehicles per day north of Center Road. GDOT classifies Rowland Springs Road as an urban major collector roadway.

2.1.4 Smiley Ingram Road

Smiley Ingram Road is a two lane, undivided roadway with a posted speed limit of 35 mph in the vicinity of the site.

2.1.5 Mockingbird Drive

Mockingbird Drive is an east-west, two-lane, undivided roadway with a posted speed limit of 25 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 015-0504) indicate that the daily traffic volume on Mockingbird Drive in 2021 was 1,570 vehicles per day east of North Tennessee Street. GDOT classifies Mockingbird Drive as an urban minor collector roadway.

3.0 STUDY METHODOLOGY

In this study, the methodology used for evaluating traffic operations at each of the subject intersections is based on the criteria set forth in the Transportation Research Board’s Highway Capacity Manual, 6th edition (HCM 6). Synchro software, which utilizes the HCM methodology, was used for the analysis. The following is a description of the methodology employed for the analysis of unsignalized and signalized intersections.

3.1 Unsignalized Intersections

For unsignalized intersections controlled by a stop sign on minor streets, the level-of-service (LOS) for motor vehicles with controlled movements is determined by the computed control delay according to the thresholds stated in Table 1 below. LOS is determined for each minor street movement (or shared movement), as well as major street left turns. LOS is not defined for the intersection as a whole or for major street approaches. The LOS of any controlled movement which experiences a volume to capacity ratio greater than 1 is designated as “F” regardless of the control delay.

Control delay for unsignalized intersections includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Several factors affect the control delay for unsignalized intersections, such as the availability and distribution of gaps in the conflicting traffic stream, critical gaps, and follow-up time for a vehicle in the queue.

Level-of-service is assigned a letter designation from “A” through “F”. Level-of-service “A” indicates excellent operations with little delay to motorists, while level-of-service “F” exists when there are insufficient gaps of acceptable size to allow vehicles on the side street to cross the main road without experiencing long delays.

TABLE 1 — LEVEL-OF-SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS		
Control Delay (sec/vehicle)	LOS by Volume-to-Capacity Ratio*	
	v/c ≤ 1.0	v/c > 1.0
≤ 10	A	F
> 10 and ≤ 15	B	F
> 15 and ≤ 25	C	F
> 25 and ≤ 35	D	F
> 35 and ≤ 50	E	F
> 50	F	F

*The LOS criteria apply to each lane on a given approach and to each approach on the minor street. LOS is not calculated for major-street approaches or for the intersection.

Source: Highway Capacity Manual, 6th edition, Exhibit 20-2 *LOS Criteria: Motorized Vehicle Mode*

3.2 Signalized Intersections

According to HCM procedures, LOS can be calculated for the entire intersection, each intersection approach, and each lane group. HCM uses control delay alone to characterize LOS for the entire intersection or an approach. Control delay per vehicle is composed of initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Both control delay and volume-to-capacity ratio are used to characterize LOS for a lane group. A volume-to-capacity ratio of 1.0 or more for a lane group indicates failure from capacity perspective. Therefore, such a lane group is assigned LOS F regardless of the amount of control delay.

Table 2 below summarizes the LOS criteria from HCM for motorized vehicles at signalized intersection.

TABLE 2 – LEVEL-OF-SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS		
Control Delay (sec/vehicle) *	LOS for Lane Group by Volume-to-Capacity Ratio*	
	v/c ≤ 1.0	v/c > 1.0
≤ 10	A	F
> 10 and ≤ 20	B	F
> 20 and ≤ 35	C	F
> 35 and ≤ 55	D	F
> 55 and ≤ 80	E	F
> 80	F	F

*For approach-based and intersection wide assessments, LOS is defined solely by control delay

Source: Highway Capacity Manual, 6th edition, Exhibit 19-8 *LOS Criteria: Motorized Vehicle Mode*

LOS A is typically assigned when the volume-to-capacity (v/c) ratio is low and either progression is exceptionally favorable, or the cycle length is very short. LOS B is typically assigned when the v/c ratio is low and either progression is highly favorable, or the cycle length is short. However, more vehicles are stopped than with LOS A. LOS C is typically assigned when progression is favorable, or the cycle length is moderate. Individual *cycle failures* (one or more queued vehicles are not able to depart because of insufficient capacity during the cycle) may begin to appear at this level. Many vehicles still pass through the intersection without stopping, but the number of vehicles stopping is significant. LOS D is typically assigned when the v/c ratio is high and either progression is ineffective, or the cycle length is long. There are many vehicle-stops and individual cycle failures are noticeable. LOS E is typically assigned when the v/c ratio is high, progression is very poor, the cycle length is long, and individual cycle failures are frequent. LOS F is typically assigned when the v/c ratio is very high, progression is very poor, the cycle length is long, and most cycles fail to clear the queue.

4.0 EXISTING 2023 TRAFFIC ANALYSIS

4.1 Existing Traffic Volumes

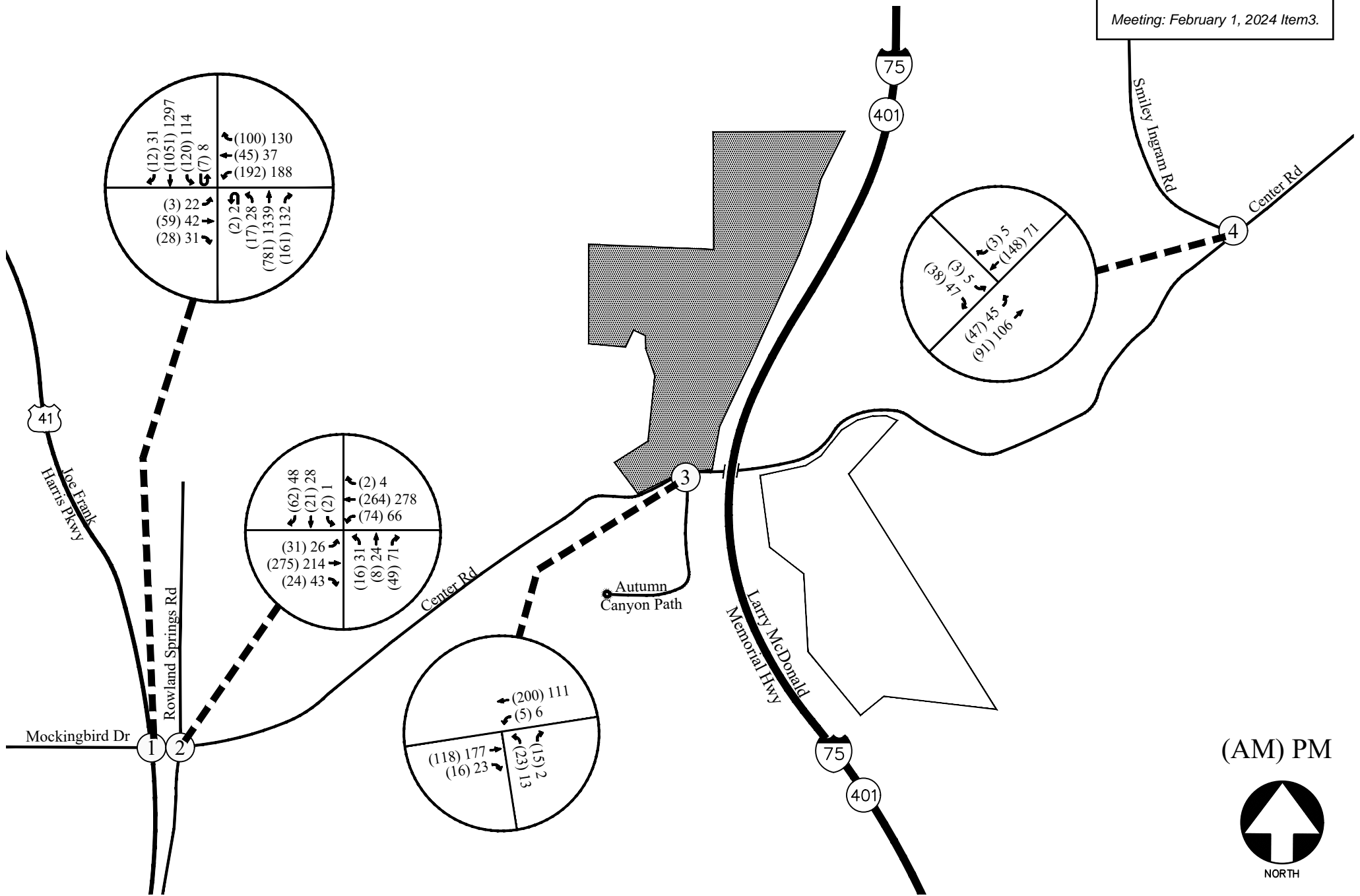
Existing traffic counts were obtained at the following study intersections:

- Center Road at US 41 (Joe Frank Harris Parkway)
- Center Road at Rowland Springs Road
- Center Road at Autumn Canyon Path
- Center Road at Smiley Ingram Road

Turning movement counts were collected on Tuesday, March 28, 2023. All turning movement counts were recorded during the AM and PM peak hours between 7:00 am to 9:00 am and 4:00 pm to 6:00 pm, respectively. The four consecutive 15-minute interval volumes that summed to produce the highest volume at the intersections were then determined. These volumes make up the peak hour traffic volumes for the intersections counted and are shown in Figure 2.

The existing traffic control and lane geometry for the intersections are shown in Figure 3.




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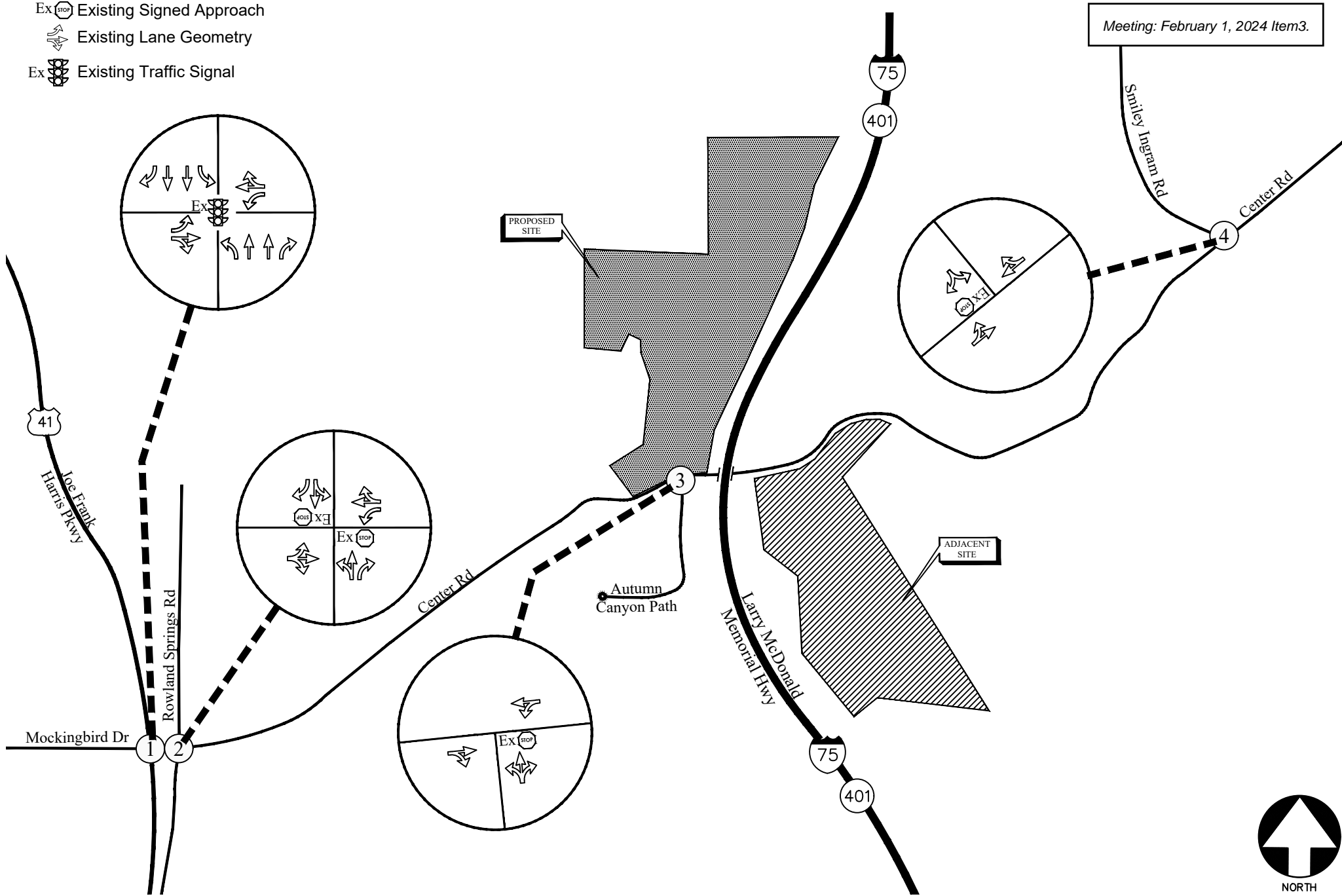


EXISTING WEEKDAY PEAK-HOUR VOLUMES

FIGURE 2

LEGEND

- Ex  Existing Signed Approach
-  Existing Lane Geometry
- Ex  Existing Traffic Signal



EXISTING TRAFFIC CONTROL AND LANE GEOMETRY

FIGURE 3

4.2 Existing Traffic Operations

Existing 2023 traffic operations were analyzed at the study intersections in accordance with the HCM methodology. The results of the analyses are shown in Table 3.

TABLE 3 – EXISTING INTERSECTION OPERATIONS				
Intersection		Traffic Control	LOS (Delay)	
			AM Peak Hour	PM Peak Hour
1	<u>Center Road / Mockingbird Drive @ US 41</u>	Signalized	<u>B (19.7)</u>	<u>C (22.0)</u>
	-Eastbound Approach		E (62.2)	E (60.2)
	-Westbound Approach		D (47.6)	D (50.4)
	-Northbound Approach		B (14.6)	B (19.5)
	-Southbound Approach		B (14.3)	B (17.4)
2	<u>Center Road @ Rowland Springs Road</u>	Stop Controlled on NB and SB Approaches	A (8.0)	A (8.0)
	-Eastbound Left		A (8.2)	A (8.0)
	-Westbound Left		C (15.6)	C (16.2)
	-Northbound Approach		B (13.8)	B (13.9)
	-Southbound Approach			
3	<u>Center Road @ Autumn Canyon Path</u>	Stop Controlled on NB Approach	A (7.6)	A (7.6)
	-Westbound Left		B (10.6)	B (10.3)
	-Northbound Approach			
4	<u>Center Road @ Smiley Ingram Road</u>	Stop Controlled on SB Approach	A (7.7)	A (7.4)
	-Eastbound Left		A (9.7)	A (9.1)
	-Southbound Approach			

The results of existing traffic operations analysis indicate that the stop-controlled side street approaches at the unsignalized study intersections are operating at level of service “C” or better in both the AM and PM peak hours. The signalized study intersection (Center Road / Mockingbird Drive at US 41) is operating at an overall level of service “C” during the AM and PM peak hours.

5.0 PROPOSED DEVELOPMENT

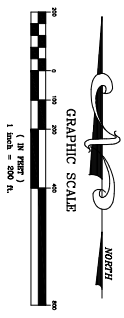
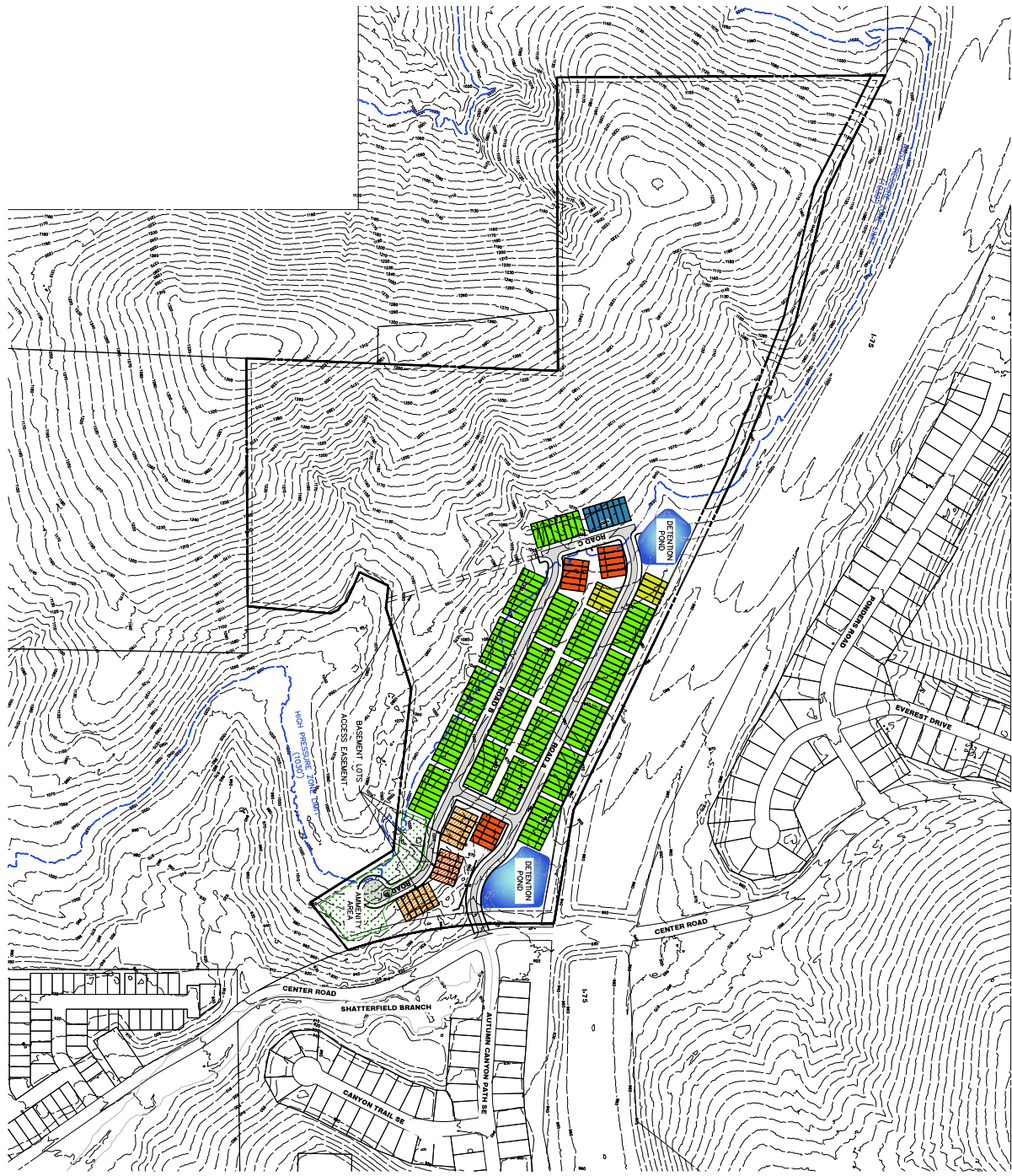
The proposed development will consist of 199 townhomes.



The development proposes one full access driveway on Center Road aligned with Autumn Canyon Path.

A site plan is shown in Figure 4.

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TOWN HOME UNIT COUNT		
NO. OF BUILDINGS	NO. OF UNITS	TOTAL
4 UNIT BUILDING	2	8
5 UNIT BUILDING	4	20
6 UNIT BUILDING	2	12
7 UNIT BUILDING	1	7
8 UNIT BUILDING	19	152
9 UNIT BUILDING	1	9
TOTAL	28	199

- NOTES:
1. MINIMUM LOT SIZE IS 2,000 SQ. FT.
 2. MINIMUM LOT AREA IS 2,000 SQ. FT.
 3. ATTACHED TOWNHOMES ARE SPILT BETWEEN 4 THROUGH 8 UNIT AREAS IN A HIGH WATER PRESSURE ZONE AND MAINTAINED BY THE CITY OF CARTERSVILLE. MAXIMUM PRESSURE HEAD IS 100 PSI. LOT ZONING R-20 (SINGLE FAMILY DWELING DISTRICT).
 4. LOT ZONING DOES NOT ALLOW SINGLE FAMILY ATTACHED RESIDENTIAL DEVELOPMENT.

DRAWING DATE 06/01/2022	DRAWN BY ABL	DRAWING TITLE TOWNHOME CONCEPT #2	2021 PRIME ENGINEERING, INC. Scales, as stated hereon, are valid on the original drawing; the dimensions of which are 24 by 36 inches. These scales, listed hereon, are hereby changed by the ratio of the overall sheet dimensions of the print to corresponding dimensions of the original drawing. This drawing is the property of PRIME ENGINEERING, INCORPORATED and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein and is not to be used on any other project. It is to be returned upon request.	SEAL	PROJECT: PID C108-0001-001 CENTER RD & I-75 CARTERSVILLE, BARTOW, GA	 1715 NORTHSIDE PARKWAY NW BUILDING 330, SUITE 630 ATLANTA, GEORGIA 30337 (404) 442-5711, C.O.
DRAWING SCALE 1" = 200'	DESIGNED BY JDP				PREPARED FOR: MERRILL TRUST	
PROJECT NUMBER 1477-0004	CHECKED BY RRM				DRAWING NUMBER C-100	

5.1 Trip Generation

Trip generation estimates for the project were based on the rates and equations published in the 11th edition of the Institute of Transportation Engineers (ITE) Trip Generation report. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation was based on the ITE Land Use 215 – *Single-Family Attached Housing*. The calculated total trip generation for the proposed development is shown in Table 4A.

TABLE 4A – TRIP GENERATION (PROPOSED SITE)								
Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
ITE 215 – Single-Family Attached Housing	199 Units	24	74	98	68	47	115	1,466

5.2 Trip Distribution

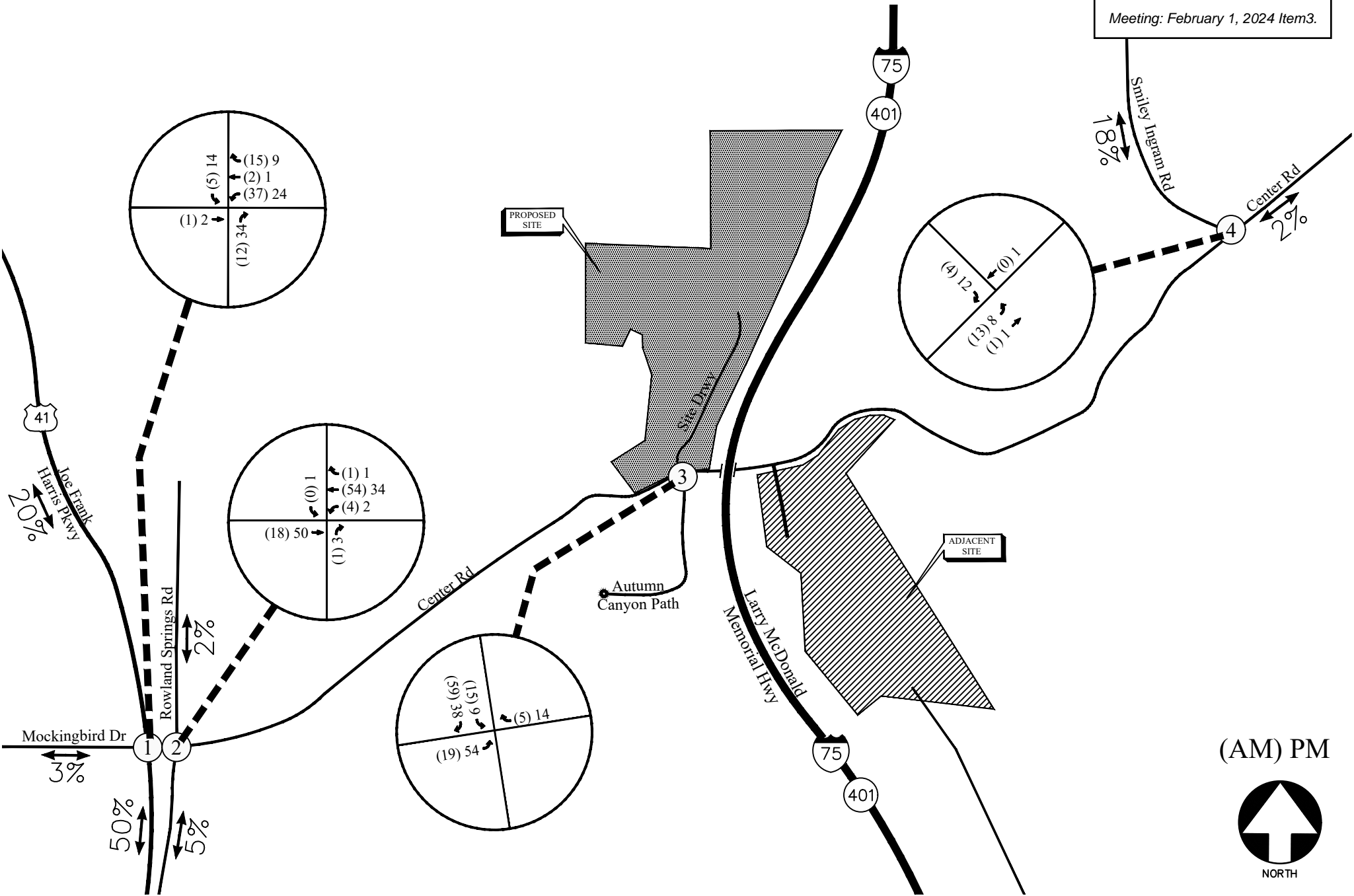
The trip distribution describes how traffic arrives and departs from the site. An overall trip distribution was developed for the site based on a review of the existing travel patterns in the area and the locations of major roadways and highways that will serve the development. The site-generated peak hour traffic volumes, shown in Table 4, were assigned to the study area intersections based on this distribution. The outer-leg distribution and AM and PM peak hour new traffic generated by the site are shown in Figure 5.

5.2.1 Nearby Planned Residential Development – Project #23-048

A separate nearby residential development is currently being planned to be built in the southeast corner of the crossing of I-75 and Center Road. The development will consist of two unconnected sections: The north section will consist of 73 single-family detached homes with a full access driveway on Center Road, while the southern section will consist of 168 townhome units and will have access by a driveway connection with Overlook Parkway to the south. Because this project is estimated to be completed by 2025, its impact on the study area was considered in both the “No-Build” and “Build” future conditions analyses. However, as the site-generated traffic from the southern section of the development will not affect operations at the study intersections for this project, only traffic from the northern section with access to Center Road was included in the future conditions analysis. These traffic volumes are shown in Figure 6, while the calculated total trip generation for the adjacent development is shown in Table 4B below.

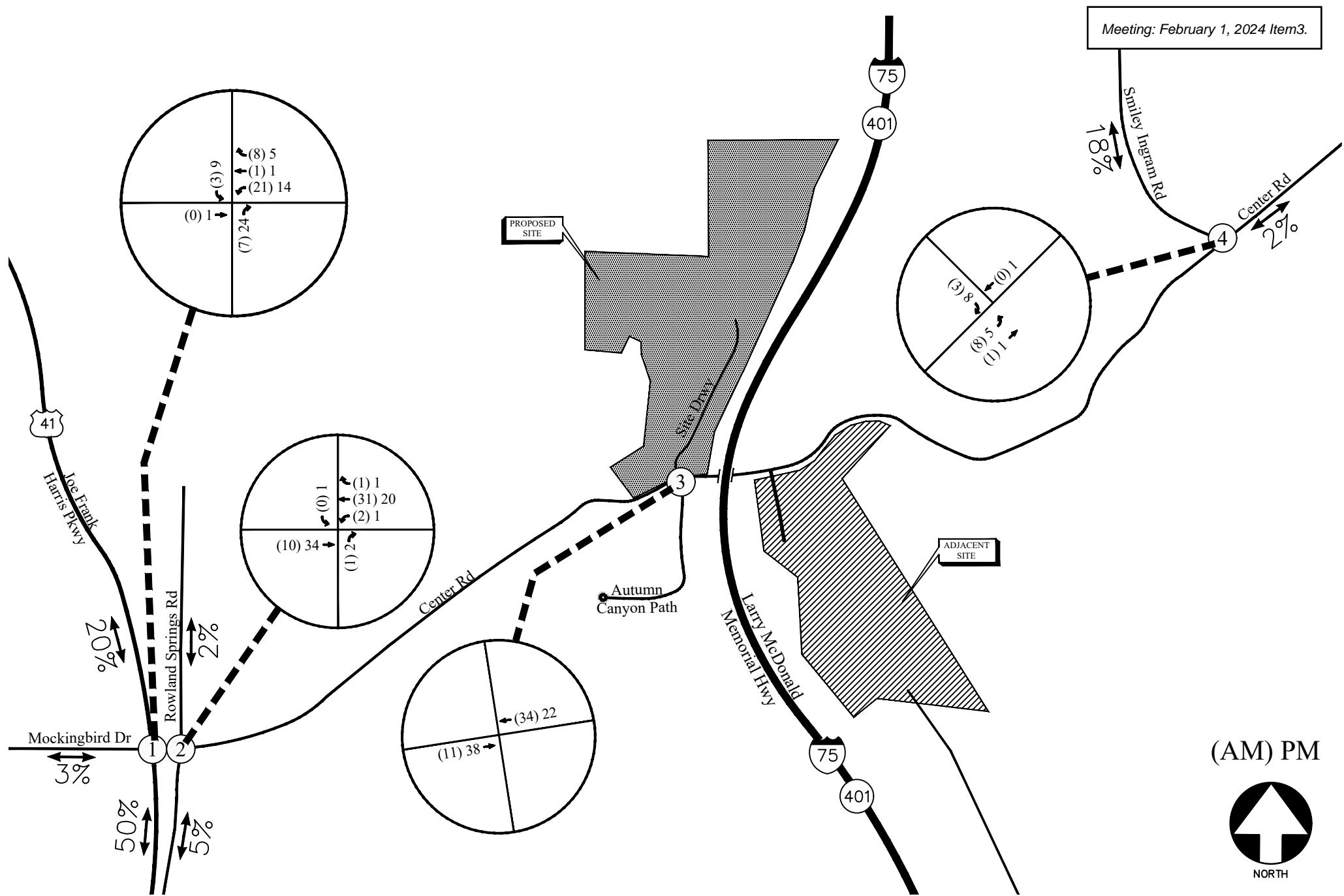
TABLE 4B – TRIP GENERATION (ADJACENT SITE)								
Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
ITE 210 – Single-Family Detached Housing	73 Units	14	42	56	47	27	74	755

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TRIP DISTRIBUTION AND SITE-GENERATED WEEKDAY PEAK HOUR VOLUMES

FIGURE 5



TRIP DISTRIBUTION AND SITE-GENERATED WEEKDAY PEAK HOUR VOLUMES
(ADJACENT SITE)

FIGURE 6

6.0 FUTURE 2025 TRAFFIC ANALYSIS

The future 2025 traffic operations are analysed for the “Build” and “No-Build” conditions.

6.1 Future “No-Build” Conditions

The “No-Build” (or background) conditions provide an assessment of how traffic will operate in the study horizon year without the study site being developed as proposed, with projected increases in through traffic volumes due to normal annual growth. The Future “No-Build” volumes consist of the existing traffic volumes (Figure 2) and adjacent site trips (Figure 6) plus increases for annual growth of through traffic.

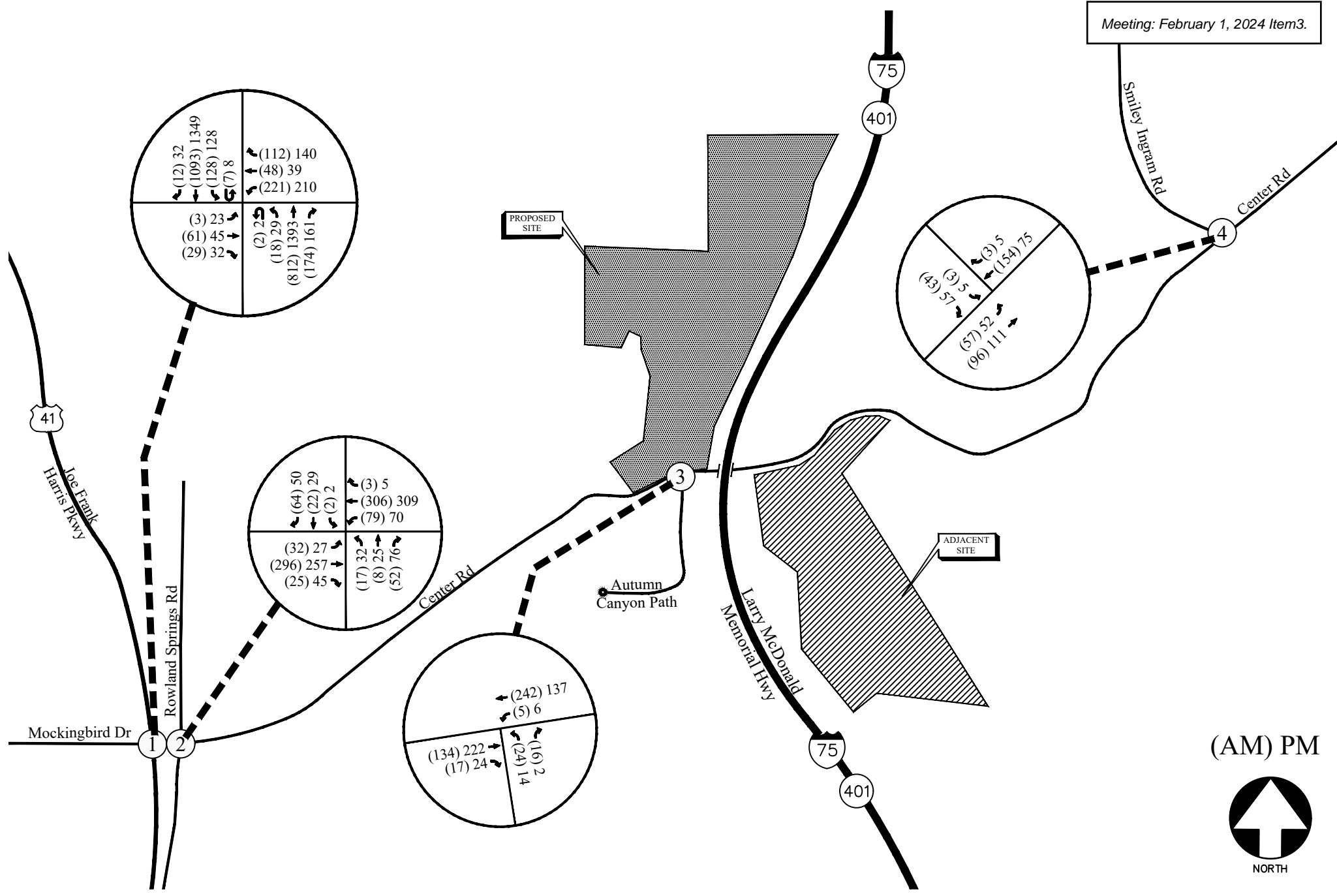
6.1.1 Annual Traffic Growth

To evaluate future traffic operations in this area, a projection of normal traffic growth was applied to the existing volumes. The Georgia Department of Transportation recorded average daily traffic volumes at several locations in the vicinity of the site. Reviewing the growth over the last three years revealed growth of approximately 2% in the area. This growth factor was applied to the existing traffic volumes between collector and arterial roadways to estimate the future year traffic volumes prior to the addition of site-generated traffic. The resulting Future “No-Build” volumes on the roadway are shown in Figure 7.

6.2 Future “Build” Conditions

The “Build” or development conditions include the estimated background traffic from the “No-Build” conditions plus the added traffic from the proposed development. To evaluate future traffic operations in this area, the additional traffic volumes from the site (Figure 5) were added to base traffic volumes (Figure 7) to calculate the future traffic volumes after the construction of the development. These total future “Build” traffic volumes are shown in Figure 8.

Meeting: February 1, 2024 Item3.

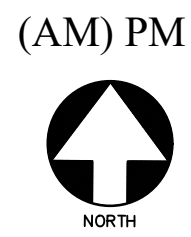
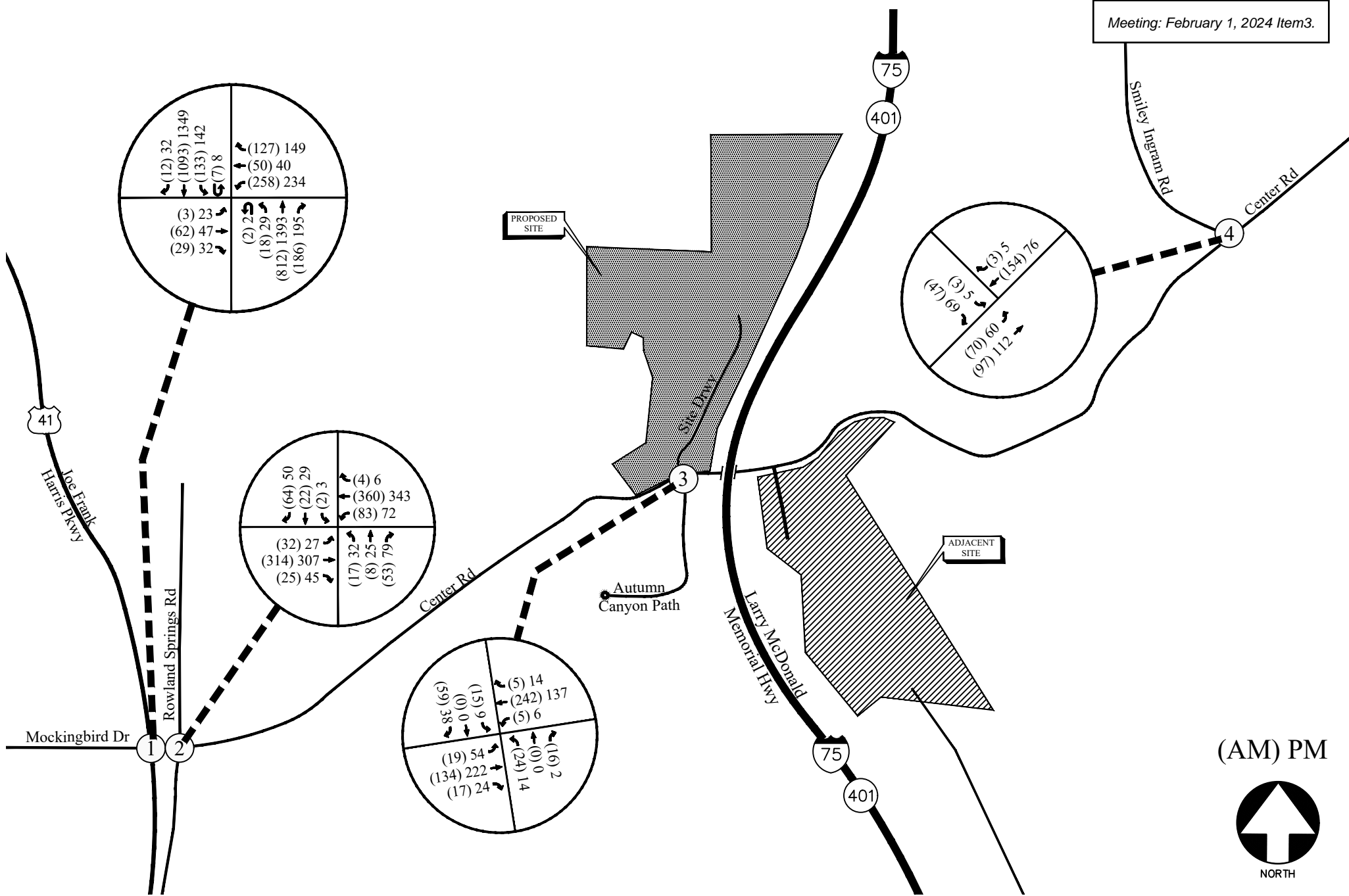


FUTURE (NO-BUILD) WEEKDAY PEAK HOUR VOLUMES

(AM) PM



FIGURE 7



FUTURE (BUILD) WEEKDAY PEAK HOUR VOLUMES

FIGURE 8

6.3 Auxiliary Lane Analysis

Included below are analyses for a left turn lane and a right turn lane at the site driveway per GDOT standards. The analyses below are based off the trip distribution included in Section 5.2. According to the trip distribution, the 24-hour two-way volume entering and exiting of the site is 1,466 vehicles.

6.3.1 Left Turn Lane Analysis

For two lane roadways with AADT's less than 6,000 vehicles and a posted speed limit of 35 mph, the daily site generated traffic left turn movements threshold to warrant a turn lane is 300 left-turning vehicles a day. The projected left turn volumes per day for the site driveway is included in Table 5.

TABLE 5 – GDOT REQUIREMENTS FOR LEFT TURN LANES					
Intersection	Left Turn Traffic (% total entering)	Left Turn Volume (vehicles/day)	Roadway Speed / # Lanes / ADT	GDOT Threshold (vehicles/day)	Warrants Met?
Center Road @ Site Driveway	80% Eastbound	586 (Total Trips) ÷ 2 × 0.8 = (1,466) ÷ 2 × 0.8 = 586	35 mph / 2-Lane / < 6,000	300	Yes

A left turn lane is warranted at the site driveway per GDOT standards.

6.3.2 Deceleration Turn Lane Analysis

For two lane roadways with AADT's less than 6,000 vehicles and a posted speed limit of 35 mph, the daily site generated traffic right turn movements threshold to warrant a deceleration lane is 200 right-turning vehicles a day. The projected right-turn volumes per day for the site driveway is included in Table 6.

TABLE 6 – GDOT REQUIREMENTS FOR DECELERATION LANES					
Intersection	Right Turn Traffic (% total entering)	Right Turn Volume (vehicles/day)	Roadway Speed / # Lanes / ADT	GDOT Threshold (vehicles/day)	Warrants Met?
Center Road @ Site Driveway	20% Westbound	147 (Total Trips) ÷ 2 × 0.2 = (1,466) ÷ 2 × 0.2 = 147	35 mph / 2-Lane / < 6,000	200	No

A right turn lane is not warranted at the site driveway per GDOT standards.







6.4 Future “Build” Traffic Operations

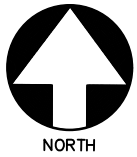
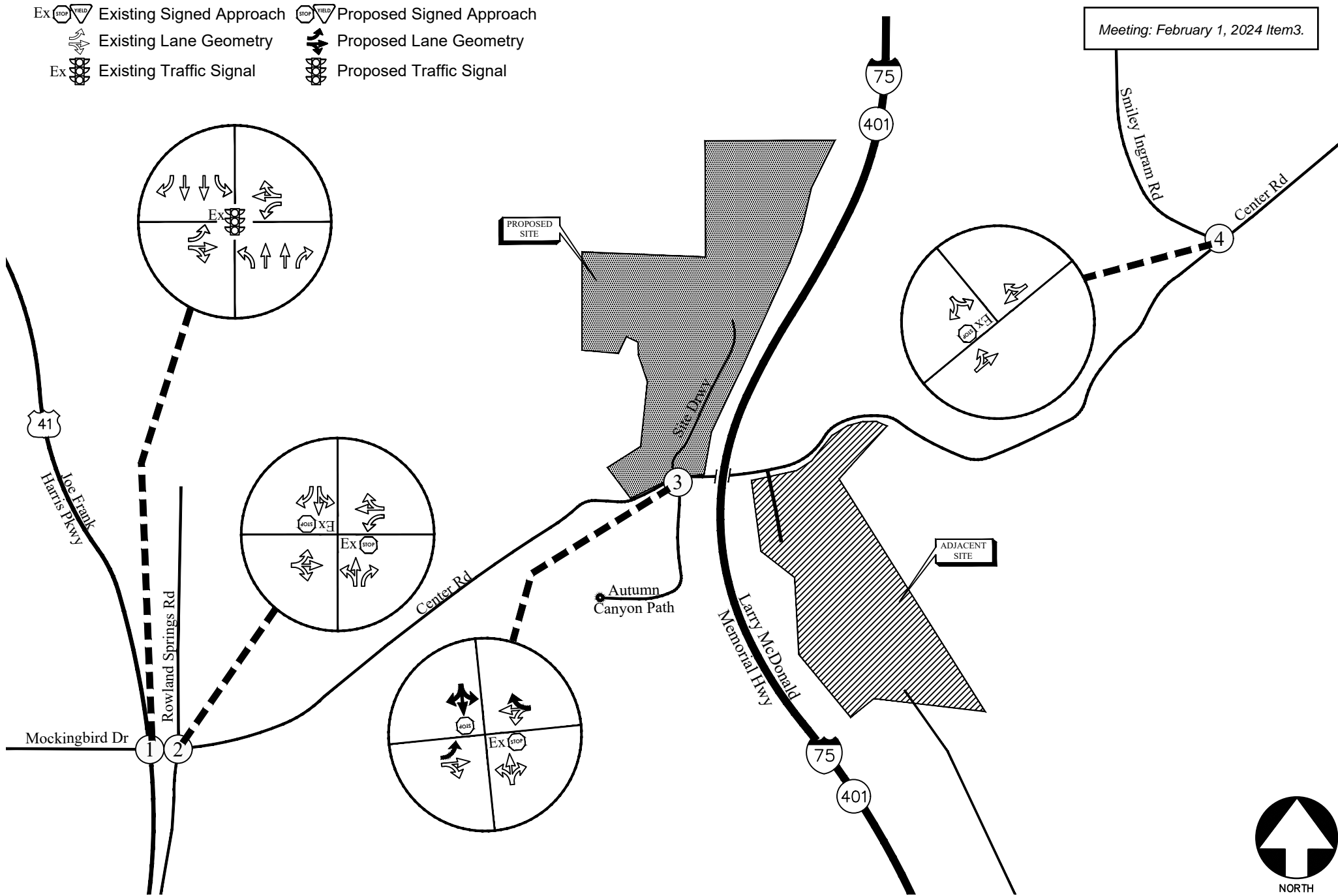
The future “No-Build” and “Build” traffic operations were analysed using the volumes in Figure 7 and Figure 8, respectively. Recommendations for future traffic control and lane geometry is shown in Figure 9. The results of the future traffic operations analysis are shown below in Table 7.

TABLE 7 – FUTURE INTERSECTION OPERATIONS					
Intersection		Future Condition: LOS (Delay)			
		NO-BUILD		BUILD-OUT (2025)	
		AM Peak	PM Peak	AM Peak	PM Peak
1	<u>Center Road @ US 41</u>	<u>C (21.3)</u>	<u>C (24.2)</u>	<u>C (23.1)</u>	<u>C (26.0)</u>
	-Eastbound Approach	E (62.0)	E (59.9)	E (62.0)	E (59.9)
	-Westbound Approach	D (50.0)	D (53.6)	D (51.7)	E (57.1)
	-Northbound Approach	B (15.9)	C (21.7)	B (17.4)	C (23.3)
	-Southbound Approach	B (15.6)	B (19.2)	B (16.9)	C (20.6)
2	<u>Center Road @ Rowland Springs Road</u>				
	-Eastbound Left	A (8.1)	A (8.1)	A (8.3)	A (8.2)
	-Westbound Left	A (8.3)	A (8.2)	A (8.4)	A (8.4)
	-Northbound Approach	C (17.4)	C (18.6)	C (19.5)	C (21.6)
	-Southbound Approach	B (15.0)	C (15.4)	C (16.5)	C (17.3)
3	<u>Center Road @ Autumn Canyon Path / Proposed Site Driveway</u>				
	-Eastbound Left	-	-	A (7.9)	A (7.6)
	-Westbound left	A (7.6)	A (7.8)	A (7.6)	A (7.8)
	-Northbound Approach	B (11.1)	B (10.9)	B (12.9)	B (13.3)
	-Southbound Approach	-	-	B (11.4)	B (10.1)
4	<u>Center Road @ Smiley Ingram Road</u>				
	-Eastbound Left	A (7.8)	A (7.5)	A (7.8)	A (7.5)
	-Southbound Approach	A (9.8)	A (9.1)	A (9.8)	A (9.2)

The results of the future traffic operations analysis indicate that the stop-controlled side street approaches at the unsignalized study intersections will continue to operate at a level of service “C” or better in both the AM and PM peak hours. The signalized study intersection (Center Road / Mockingbird Drive at US 41) will continue to operate at an overall level of service “C” during the AM and PM peak hours. Recommendations on traffic control and lane geometry are shown in Figure 8.

LEGEND

- Ex  Existing Signed Approach  Proposed Signed Approach
-  Existing Lane Geometry  Proposed Lane Geometry
- Ex  Existing Traffic Signal  Proposed Traffic Signal



FUTURE TRAFFIC CONTROL AND LANE GEOMETRY

FIGURE 16

7.0 CONCLUSIONS AND RECOMMENDATIONS

Traffic impacts were evaluated for the proposed residential development that will be located northwest of the crossing of Center Road and I-75 in the City of Cartersville, Georgia. The development will consist of 199 townhome units and proposes one full access driveway on Center Road aligned with Autumn Canyon Path.

Existing and future operations after completion of the project were analysed at the intersections of:

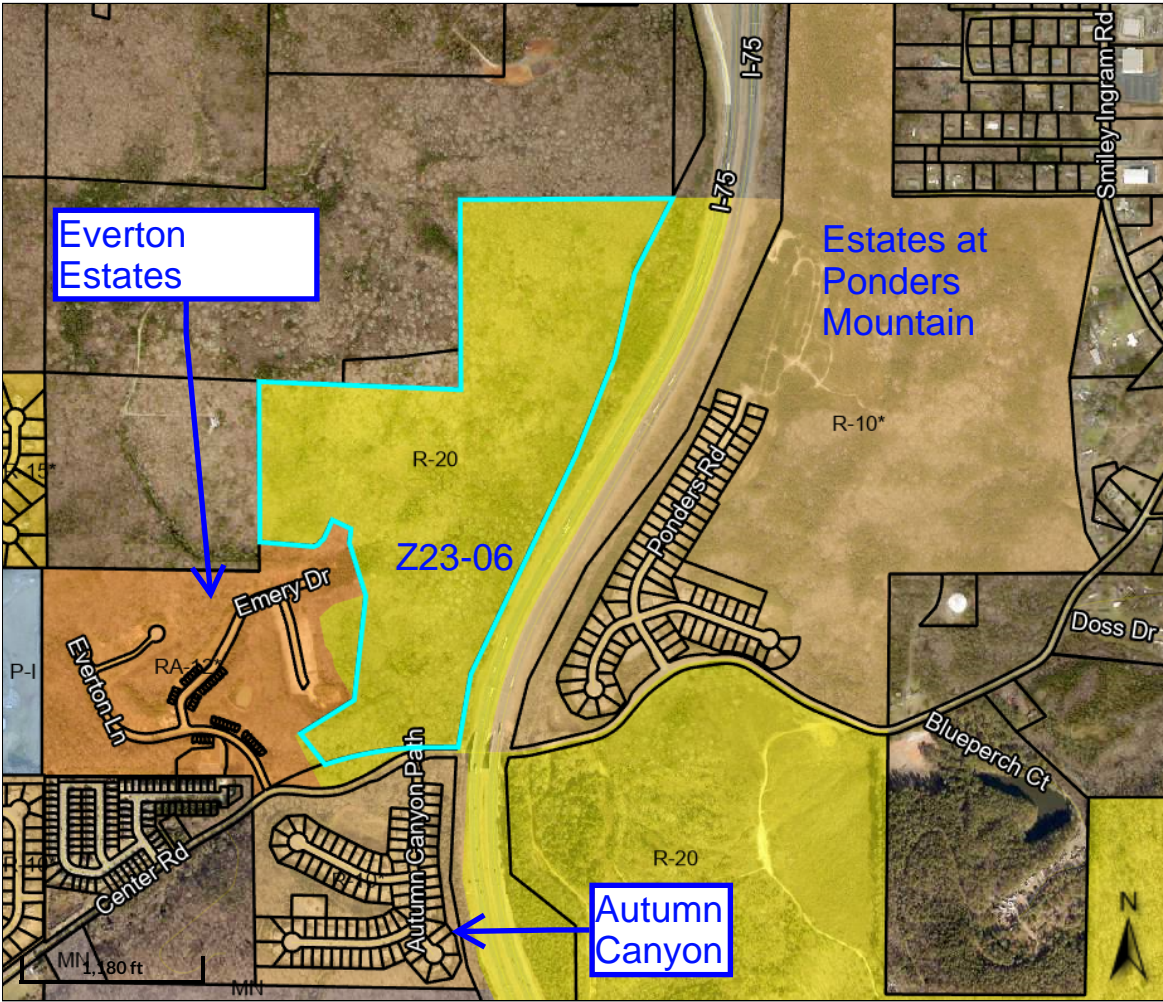
- Center Road at US 41 (Joe Frank Harris Parkway)
- Center Road at Rowland Springs Road
- Center Road at Autumn Canyon Path / Site Driveway
- Center Road at Smiley Ingram Road

The analysis included the evaluation of Future operations for “No-Build” and “Build” conditions, with the differences between “No-Build” and “Build” accounting for an increase in traffic due to the proposed development. The results of the future traffic operations analysis indicate that the stop-controlled side street approaches at the unsignalized study intersections will continue to operate at a level of service “C” or better in both the AM and PM peak hours. The signalized study intersection (Center Road / Mockingbird Drive at US 41) will continue to operate at an overall level of service “C” during the AM and PM peak hours. Based on the analysis, the proposed development will have minimal impact on traffic operations in the study network.

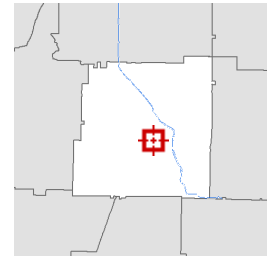
7.1 Recommendations for Site Access Configuration

The following configuration is recommended at the site driveway intersection:

- Site Driveway: Full access driveway on Center Road
 - One entering lane and one exiting lane
 - Stop-sign controlled on the driveway approach with Center Road remaining free flow
 - A left turn lane for entering traffic
 - Provide adequate sight distance per AASHTO standards



Overview



Legend

- Parcels
- Roads
- Cartersville Zoning**
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

Parcel ID C108-0001-001
 Sec/Twp/Rng n/a
 Property Address CENTER RD

Alternate ID 38131
 Class Agricultural
 Acreage 103.85

Owner Address WHM CHATTAHOOCHEE HILLS INVESTMENTS LLC
 8000 CAPPS FERRY
 DOUGLASVILLE, GA 30135

District
Brief Tax Description

Cartersville
LL245 D4 Etowah preserve Ph 2
(Note: Not to be used on legal documents)

Meeting: February 1, 2024 Item3.

Date created: 10/23/2023
Last Data Uploaded: 10/20/2023 9:03:28 PM

Developed by  **Schneider**
GEO SPATIAL

Application for Rezoning

City of Cartersville

Case Number: 223-06

Date Received: 9-22-23

Public Hearing Dates: 12/12/23



12/21/23


1/4/24, 7:00pm

Planning Commission 11/7/23
5:30pm

1st City Council 11/16/23
7:00pm

2nd City Council 12/17/23
~~7:00pm~~ 9am

Applicant Merrill Trust Office Phone 404.495.9577
 (printed name)
 Address 8000 Capps Ferry Rd. Mobile/ Other Phone _____
 City Douglasville State GA Zip 30135 Email whmerrill@merrilltrust.com
 Southland Engineering, INC. Phone (Rep) 770-387-0440
 Representative's printed name (if other than applicant) Email (Rep) karl@southlandengineers.com
 Representative Signature 
 Signed, sealed and delivered in presence of: [Signature] My commission expires: 8.22.2024
 Notary Public 

* Titleholder WHM Chattahoochee Hills Investments, LLC Phone 404.495.9577
 (titleholder's printed name)
 Address 8000 Capps Ferry Douglasville, GA 30135 Email pearce@merrilltrust.com
 Signature [Signature]
 Signed, sealed, delivered in presence of: [Signature] My commission expires: 8.22.2024
 Notary Public 

Present Zoning District RA-20 Requested Zoning RA-12
 Acreage 103.85 Land Lot(s) 115,173,174,187,188 District(s) 4th Section(s) 3rd
 Location of Property: Center Road Parcel ID No. C108-001-001
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: To allow for a multifamily town home development.

 (attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

CHRIS F. WEST, P.C.
ATTORNEY AT LAW
8000 Capps Ferry Road
Douglasville, Georgia 30135
PH: 404-495-9577

January 16, 2024

VIA EMAIL AND HAND DELIVERY TO:

David Hardegree
Planning & Development Director
10 N. Public Square
Cartersville, GA 30120
dhardegree@cityofcartersville.org

Re: Z23-06 - Merrill Trust Townhomes Center Rd Rezoning (the “Application”)
103.85 acres in the City of Cartersville (the “Property”)
WHM Chattahoochee Hills Investments, LLC (the “Owner”)

Dear Mr. Hardegree:

On behalf of WHM Chattahoochee Hills Investments, LLC, the Owner on the above-listed rezoning Application, this letter will preserve certain rights of the Applicant related to the Rezoning. Please add this letter to the file of the above referenced application and kindly distribute to Council Members in advance of the January 18, 2024 public meeting.

If the City of Cartersville City Council (the “City Council”) denies the Application in whole or in part, it would be unconstitutional in that it would unreasonably impair and destroy the Owner’s property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Denial of the Application would also be unconstitutional, illegal, null and void, constituting a taking of Owner’s property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States, by denying the Owner an economically viable use of Owner’s land while not substantially advancing legitimate state interests.

Chris F. West
cwest@merrilltrust.com

January 16, 2024
Page 2

Denial of the Application would constitute an unreasonable and extreme hardship upon the Owner, without remotely advancing the public health, safety and welfare and would constitute an arbitrary and capricious act by the City Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Denial of the Application by the City Council would also violate the Owner's rights under the First Amendment to the Constitution of the United States and would unconstitutionally discriminate, in an arbitrary, capricious and unreasonable manner, between the Owner, and owners of other similarly situated properties in the City of Cartersville in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Finally, if the City Council limits its approval by attaching conditions to such approval affecting the Property or the use thereof without the Owner's consent, then such approval would deprive owner of any reasonable use and development of the Property would result in a taking of property rights without just compensation and would likewise violate the constitutional provisions cited above.

Best regards,



Chris F. West
Attorney at Law
for the Applicant-Owner

cc: W. Harrison Merrill, Sr. (via email: hmerrill@merrilltrust.com)
W. Harrison Merrill, Jr (via email: whmerrill@merrilltrust.com)
Mayor Matt Santini (via email: msantini@cartersvillega.gov)
City Attorney Keith Lovell (keithlovell11@gmail.com)

Chris F. West
cwest@merrilltrust.com



City of Cartersville

W A T E R D E P A R T M E N T

September 21, 2023

Karl Lutjens, P.E.
114 Old Mill Road
Cartersville, GA 30120

RE: Water Availability Center Road Townhomes (220 residential units)
Parcel C108-0001-001

Mr. Lutjens,

This letter provides confirmation that water and sewer service is available for the referenced property at Center Road west of I-75. An existing 16-inch diameter water main along the frontage of the property on Center Road is available. An existing 18-inch diameter sewer main along Center Road across from the property is also available. The maximum water service elevation allowed for this area is 1050 feet MSL (top floor level).

The developer of the property will be responsible for all service capacity fees in effect at the time of service application. Additionally, the developer will be responsible for verifying elevations for gravity sewer service.

Fire protection flow rates for hydrants and fire suppression sprinkler systems are determined by the governing fire department. The Project Developer is responsible for coordinating with the fire department to determine fire flow requirements.

This determination is valid for a period of one year beginning on the date of this letter. You are encouraged to develop approved plans for this development within this one year time frame. Adequate capacity based on anticipated design flows from the development must be confirmed and approved at the time of plan submission. An extension of this availability approval may not be possible due to other developments in this area.

Sincerely,

A blue ink signature of Michael De Leon.

Michael De Leon, P.E.
Water System Engineer – Cartersville Water Dept.



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

P.O. Box 1390 • 148 Walnut Grove Road • Cartersville, Georgia 30120
Telephone: 770-387-5653 • Fax: 770-606-2386 • www.cityofcartersville.org



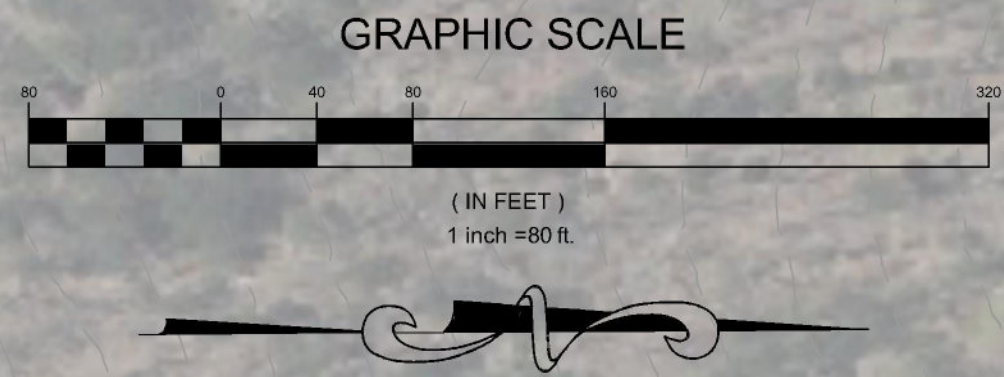
REVISED 1-9-24

SITE NOTES:
 TOTAL PROPERTY ACREAGE = 103.88 AC
 PROJECT AREA = 33.48 AC(SUBDIVIDED FROM 103.88 AC)
 CURRENT ZONING = R-20
 PROPOSED ZONING = RA-12

TOTAL NUMBER OF LOTS = 207
 TOTAL NUMBER OF BUILDING LOTS TOWNHOME = 199
 LOT DENSITY = 5.95 LOTS PER ACRE

MINIMUM LOT SIZE = 2,000 SF
 MINIMUM LOT WIDTH = 24 FEET
 MINIMUM FRONT SETBACK = 10 FEET
 MINIMUM SIDE SETBACK = 10 FEET(END OF ROW WHEN ADJ STREET)
 MINIMUM REAR SETBACK = 20 FEET

DESIGN CONDITIONS
 TOWNHOMES ARE REQUESTED TO BE FRONT ENTRY



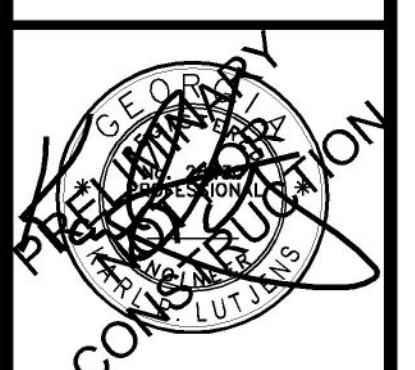
MASTER SITE
 REMAINING
 70.40

Meeting: February 1, 2024 Item 3
 23123
 DATE:
 09/22/23

REVISIONS:	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

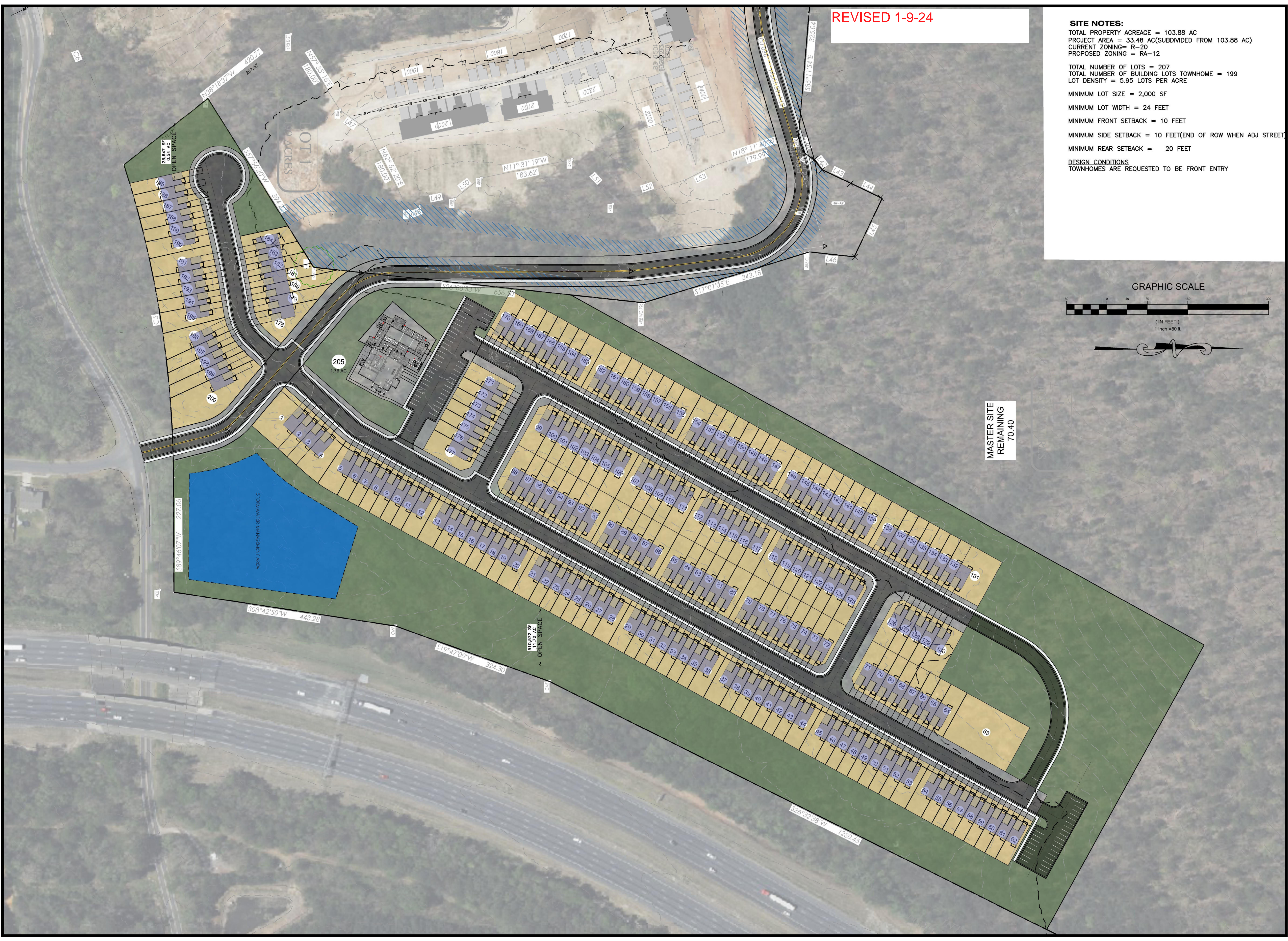
SOUTHLAND
 ENGINEERING
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
 114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

**MERRILL'S RIDGE
 TOWNHOMES**
 CARTERSVILLE, GEORGIA



SHEET TITLE:
 SITE PLAN

SHEET NO.:
 C201



PROJECT NO.:

23123

DATE:

09/22/23

SITE NOTES:

TOTAL PROPERTY ACREAGE = 103.88 AC
PROJECT AREA = 33.48 AC(SUBDIVIDED FROM 103.88 AC)
CURRENT ZONING= R-20
PROPOSED ZONING = RA-12

TOTAL NUMBER OF LOTS = 207
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LOT DENSITY = 5.95 LOTS PER ACRE

MINIMUM LOT SIZE = 2,000 SF

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MINIMUM FRONT SETBACK = 10 FEET

MINIMUM SIDE SETBACK = 10 FEET(END OF ROW WHEN ADJ STREET)

MINIMUM REAR SETBACK = 20 FEET

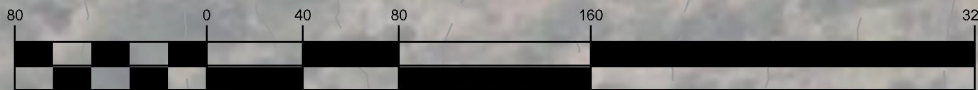
DESIGN CONDITIONS

TOWNHOMES ARE REQUESTED TO BE FRONT ENTRY

REVISIONS:

	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

GRAPHIC SCALE



(IN FEET)
1 inch =80 ft.



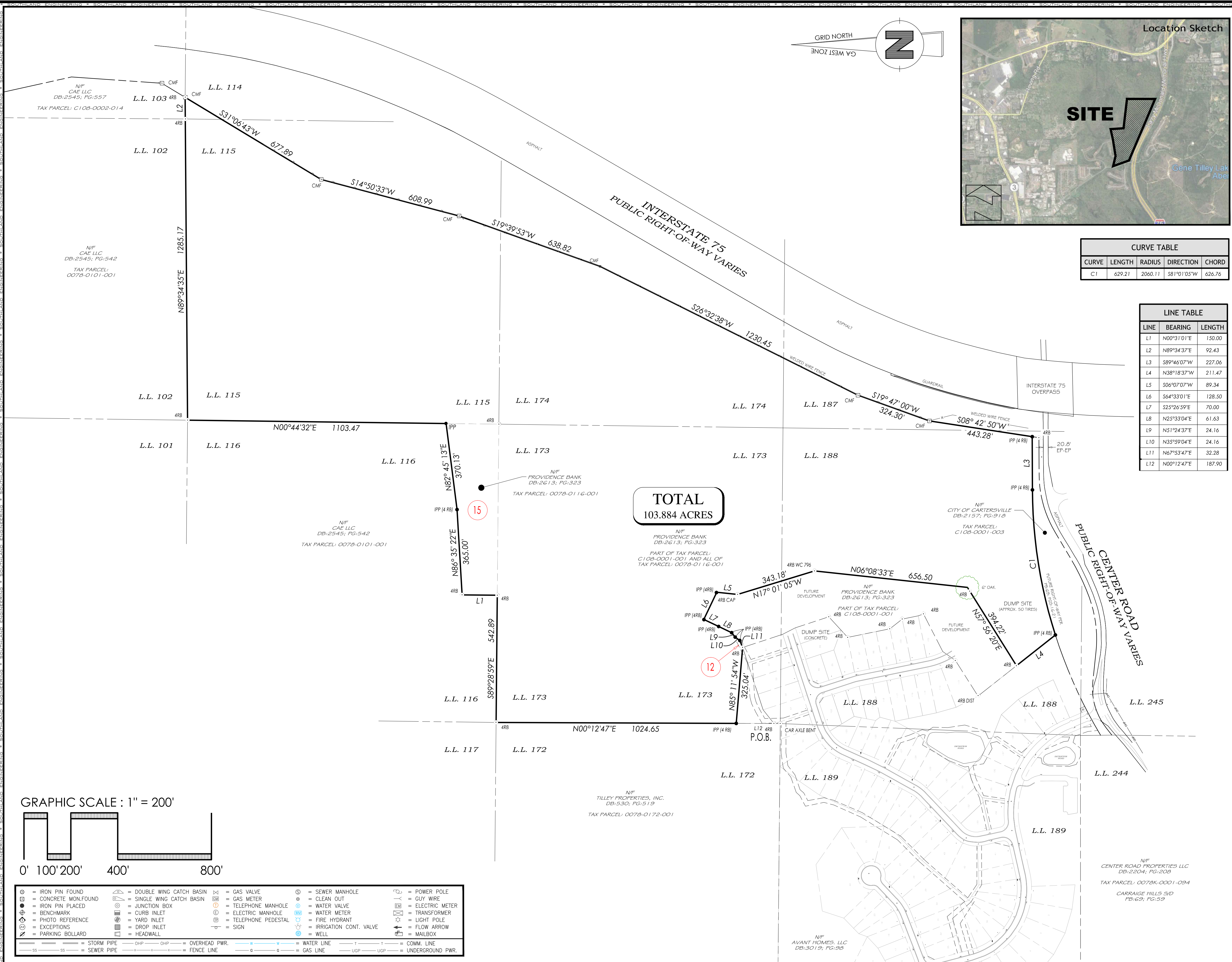
GA SOUTHLAND
ENGINEERING

CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS

114 OLD MILL ROAD., CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

REMAINING
70.40

REVISED 1-9-24



Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN LAND LOTS 114, 115, 116, 173, 174, 187, & 188 OF THE 4TH DISTRICT, 3RD SECTION IN BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAR AXLE BENT AT THE COMMON CORNER OF LAND LOTS 172, 173, 188, AND 189; THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 173 WITH A BEARING OF N 00°12'47" E A DISTANCE OF 187.90 FEET TO AN IRON PIN PLACED AND THE TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE CONTINUING ALONG SAID LAND LOT LINE WITH A BEARING OF N 00°12'47" E A DISTANCE OF 1024.65 FEET TO AN IRON PIN FOUND (#4 REBAR) AT THE COMMON CORNER OF LAND LOTS 116, 117, 172, & 173; THENCE ALONG THE NORTHERN LAND LOT LINE OF LAND LOT 173 WITH A BEARING OF S 89°28'59" E A DISTANCE OF 542.89 FEET TO AN IRON PIN FOUND (#4 REBAR);

THENCE LEAVING SAID LAND LOT LINE WITH A BEARING OF N 00°31'01" E A DISTANCE OF 150.00 FEET TO AN IRON PIN FOUND (#4 REBAR);

THENCE WITH A BEARING OF N 86°35'22" E A DISTANCE OF 365.00 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF N 82°45'13" E A DISTANCE OF 370.13 FEET TO AN IRON PIN PLACED (#4 REBAR) ALONG THE WESTERN LAND LOT LINE OF LAND LOT 115;

THENCE ALONG THE WESTERN LAND LOT LINE OF LAND LOT 115 WITH A BEARING OF N 00°44'32" E A DISTANCE OF 1103.47 FEET TO AN IRON PIN FOUND (#4 REBAR) AT THE COMMON CORNER OF LAND LOTS 101, 102, 115, & 116;

THENCE ALONG THE NORTHERN LAND LOT LINE OF LAND LOT 115 WITH A BEARING OF N 89°34'35" E A DISTANCE OF 1285.17 FEET TO AN IRON PIN FOUND (#4 REBAR) AT THE COMMON CORNER OF LAND LOTS 102, 103, 114, & 115;

THENCE ALONG THE NORTHERN LAND LOT LINE OF LAND LOT 114 WITH A BEARING OF N 89°34'37" E A DISTANCE OF 92.43 FEET TO A CONCRETE MONUMENT FOUND;

THENCE LEAVING SAID LAND LOT LINE WITH A BEARING OF S 31°06'43" W A DISTANCE OF 677.89 FEET TO AN IRON PIN FOUND (#4 REBAR) CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 14°50'33" W A DISTANCE OF 608.99 FEET TO A CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 19°39'53" W A DISTANCE OF 638.82 FEET TO A CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 26°32'38" W A DISTANCE OF 1230.45 FEET TO A CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 19°47'00" W A DISTANCE OF 324.30 FEET TO A CONCRETE MONUMENT FOUND;

THENCE WITH A BEARING OF S 08°42'50" W A DISTANCE OF 443.28 FEET TO AN IRON PIN FOUND (#4 REBAR);

THENCE WITH A BEARING OF S 08°46'07" W A DISTANCE OF 227.06 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE IN A WESTERLY DIRECTION WITH CURVE TURNING TO THE LEFT WITH A RADIUS OF 2060.11 FEET, HAVING A CHORD BEARING OF S 81°01'05" W A CHORD DISTANCE OF 626.76 AND AN ARC LENGTH OF 629.21 TO AN IRON PIN PLACED;

THENCE WITH A BEARING OF N 38°18'37" W A DISTANCE OF 211.47 FEET TO AN IRON PIN FOUND (#4 REBAR);

THENCE WITH A BEARING OF N 57°56'20" E A DISTANCE OF 394.22 FEET TO AN IRON PIN FOUND (#4 REBAR);

THENCE WITH A BEARING OF N 06°08'33" E A DISTANCE OF 656.50 FEET TO AN IRON PIN FOUND (#4 REBAR - CAP NUMBER 796);

THENCE WITH A BEARING OF N 17°01'05" W A DISTANCE OF 343.18 FEET TO AN IRON PIN FOUND (#4 REBAR WITH CAP);

THENCE WITH A BEARING OF N 06°07'17" E A DISTANCE OF 89.34 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF N 25°33'04" E A DISTANCE OF 61.63 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF S 25°26'59" W A DISTANCE OF 70.00 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF S 51°24'37" W A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF N 35°59'04" E A DISTANCE OF 24.16 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF S 67°53'47" W A DISTANCE OF 32.28 FEET TO AN IRON PIN PLACED (#4 REBAR);

THENCE WITH A BEARING OF N 85°11'54" W A DISTANCE OF 325.04 FEET TO AN IRON PIN PLACED ALONG THE WESTERN LAND LOT LINE OF LAND LOT 173 AND THE TRUE POINT OF BEGINNING; SAID TRACT OR PARCEL OF LAND CONTAINING 103.884 ACRES MORE OR LESS, AS SHOWN AS ON SURVEY PREPARED BY SOUTHLAND ENGINEERING, INC., DATED MARCH 14, 2019.

Commitment no: RCTC190031

Effective Date: December 30, 2018 at 8:00 am

1.1. HIGHWAY CONDEMNATION CONTAINED IN THAT CERTAIN MINUTE BOOK STYLED DEPARTMENT OF TRANSPORTATION VS. RICHARD LURIE, ET AL., DATED MAY 23, 1974 AND RECORDED IN MINUTE BOOK 3V, PAGE 1234, RECORDS OF THE SUPERIOR COURT OF BARTOW COUNTY, GEORGIA. (SUBJECT PROPERTY NOT AFFECTED).

1.2. DEED OF DEDICATION BETWEEN ETOWAH PRESERVE, LLC AND CITY OF CARTERSVILLE, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA, DATED JULY 3, 2006, FILED JULY 18, 2006 AND RECORDED IN DEED BOOK 2308, PAGE 73, AFORESAID RECORDS. (AFFECTS AS SHOWN, DRAINAGE EASEMENT TERMINATES ALONG SOUTHWESTERN PORTION OF SUBJECT PROPERTY.)

1.3. RESERVATION OF AN EASEMENT FOR ACCESS AND UTILITIES AS CONTAINED IN THAT CERTAIN LIMITED WARRANTY DEED BY AND BETWEEN PROVIDENCE BANK AND AVANT HOMES, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED JULY 6, 2018, FILED JULY 12, 2018 AND RECORDED IN DEED BOOK 3019, PAGE 98, AFORESAID RECORDS. (SUBJECT PROPERTY NOT AFFECTED).

1.4. ALL MATTERS AFFECTING SUBJECT PROPERTY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 58, PAGE 1, AFORESAID RECORDS. (DOES NOT AFFECT SUBJECT PROPERTY).

1.5. ALL MATTERS AFFECTING SUBJECT PROPERTY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 64, PAGE 90, AFORESAID RECORDS. (THE 3.04 ACRE PROPERTY DEPICTED IN THE PLAT IS LOCATED WITHIN THE SURVEYED LAND, SUBJECT PROPERTY NOT ENCUMBERED BY THIS PLAT).

Surveyor's Certification

I, KEVIN N. COONEY, A REGISTERED LAND SURVEYOR IN THE STATE OF GEORGIA OF THE FIRM OF SOUTHLAND ENGINEERING, INC., CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA 30120 (PHONE - (770) 387-0440), HEREBY CERTIFY TO ETOWAH VENTURE PARTNERS II, LLC - A GEORGIA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, SERVICES FIRST BANK, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR, REPUBLIC COMMERCIAL TITLE COMPANY, LLC, & CHICAGO TITLE INSURANCE COMPANY THAT THE PREMISES SHOWN HEREON IS A TRUE AND CORRECT PLAT OF THE PROPERTY DESCRIBED HEREON; THAT THE BUILDINGS THEREON ARE LOCATED WITH RESPECT TO PROPERTY BOUNDARIES AS SHOWN; THE SURVEY WAS PREPARED TO INCLUDE 2016 ALTA TABLE ITEMS 1, 2, 3, 4, 6(A), 7(A), 7(B)(1), 7(C), 9, 9(A), 11, 13, 14, 16, 17, 18, 19, AND 20. I FURTHER CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAPS AS ARE CURRENTLY AVAILABLE AND HAVE FOUND THAT THE SUBJECT PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA.

WITNESS MY HAND THIS 25th DAY OF March, 2019.

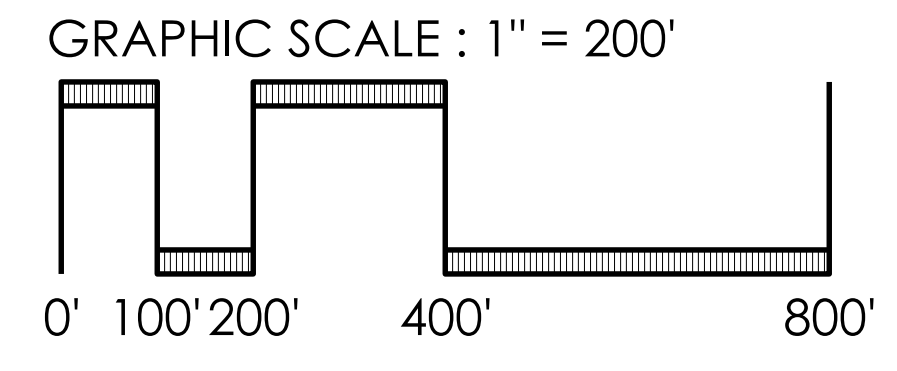
KEVIN N. COONEY
GA REG. NO. 2880

General Notes

- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 23,600 FEET, AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 160,000 FEET.
- EQUIPMENT USED: TOPCON 2003W, TOTAL STATION, WITH DATA COLLECTOR AND TOPCON NETWORK RTK GPS.
- RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
- THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS.
- DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.
- UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON ABOVE GROUND OBSERVATIONS. ACTUAL LOCATIONS OF UNDERGROUND UTILITIES MAY VARY AND UTILITIES NOT SHOWN ON THIS SHEET MAY EXIST ON THIS SITE.
- EXCEPT AS SHOWN, THERE WAS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LAND FILL.
- THE SURVEYED LAND IS WHOLLY CONTAINED WITHIN THE LAND DESCRIBED IN THOSE CERTAIN WARRANTY DEEDS, DEED UNDER POWER OF SALE FROM ETOWAH PRESERVE, LLC, AS GRANTEE, TO PROVIDENCE BANK, AS GRANTEE, DATED AND RECORDED MAY 7, 2013, RECORDED IN DEED BOOK 2613, PAGE 323, BARTOW COUNTY, GEORGIA RECORDS.
- THE SURVEYED LAND IS A LAWFULLY CREATED PARCEL AND HAS BEEN SUBDIVIDED IN ACCORDANCE WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, AND REGULATIONS INCLUDING WITHOUT LIMITATION APPLICABLE SUBDIVISION ORDINANCES.
- THIS PARCEL (RCTC 190031) IS ADJACENT, CONTIGUOUS TO THE NORTHERN BOUNDARY OF LAND OWNED BY THE CITY OF CARTERSVILLE (THE "CITY LAND"), WHICH CITY LAND IS ALSO ADJACENT, CONTIGUOUS TO THE NORTHERN BOUNDARY OF CENTER ROAD, AND WHICH CITY LAND IS PROPOSED TO BE USED FOR THE EXPANSION OF CENTER ROAD.
- "TAX PARCEL C108-0001-003 (FUTURE RIGHT-OF-WAY) IS CONTIGUOUS TO THE SURVEYED LAND."
- THE SURVEYED LAND IS WHOLLY CONTAINED WITHIN THE FOLLOWING TAX UNIT, TO WIT: C-108-0001-001 AND 0078-116-001, AND OTHER LAND IS CONTAINED WITHIN TAX UNIT C108-0001-001.

Utility Notes

WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM PLANS AND MARKINGS WERE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.



● IRON PIN FOUND	○ DOUBLE WING CATCH BASIN	○ GAS VALVE	○ SEWER MANHOLE	○ POWER POLE
● CONCRETE MON.FOUND	○ SINGLE WING CATCH BASIN	○ GAS METER	○ CLEAN OUT	○ GUY WIRE
● IRON PIN PLACED	○ JUNCTION BOX	○ TELEPHONE MANHOLE	○ WATER VALVE	○ ELECTRIC METER
● BENCHMARK	○ CURB INLET	○ ELECTRIC MANHOLE	○ WATER METER	○ TRANSFORMER
○ PHOTO REFERENCE	○ YARD INLET	○ TELEPHONE PEDESTAL	○ FIRE HYDRANT	○ LIGHT POLE
○ EXCEPTIONS	○ DROP INLET	○ SIGN	○ IRRIGATION CONT. VALVE	○ FLOW ARROW
○ PARKING BOLLARD	○ HEADWALL	○ WELL	○ MAILBOX	
○ STORM PIPE	○ CHP	○ OVERHEAD PWR.	○ WATER LINE	○ COMM. LINE
○ SEWER PIPE	○ FENCE LINE	○ GAS LINE	○ UGP	○ UNDERGROUND PWR.

SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

DATE: MARCH 14, 2019 REV: MARCH 25, 2019 JOB NO: 19028
DATE OF FIELDWORK: MARCH 11, 2019 DR: LGB CH: KNC APP: KNC

ALTA/NSPS LAND TITLE SURVEY FOR:

ETOWAH VENTURE PARTNERS II, LLC
a Georgia limited liability company

SERVIS FIRST BANK
its successors and/or assigns as their interests may appear

REPUBLIC COMMERCIAL TITLE CO., LLC, & CHICAGO TITLE INS. CO.

LOCATED IN LAND LOT(S) 173, 188, 189, AND 245, OF THE 4th DISTRICT, 3rd SECTION, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

Flood Statement

THE F.I.R.M. (FLOOD INSURANCE RATE MAP) SHOWS THE REFERENCED PARCEL TO BE IN ZONE X AND IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS, ACCORDING TO MAP NO: T3015 C 0259 H, DATED: OCTOBER 5, 2018.





Images taken 10-20-23







Ordinance

Meeting: February 1, 2024 Item3.

of the

City of Cartersville, Georgia

Ordinance No. 02-24

Petition No. Z23-06

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by WHM Chattahoochee Hills Investments LLC. Property is located at Center Road and I-75 (C108-0001-001). Said property contains 103.85 acres located in the 4th District, 3rd Section, Land Lot 245 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from R20 Single Family Residential to RA-12 Residential Attached, 12 units/ac. with the following conditions.

- 1. No more than 199 lots/units shall be built in Etowah Preserve Phase 2 as presented in this application and on the concept plan.**
- 2. No development or Finished Floor Elevation (FFE) is to occur above the 1050 ft elevation without the review and approval of the Water Department.**
- 3. A 50ft. buffer must be provided between the development and the Proposed Center Road Re-alignment.**
- 4. A 50ft. buffer must be provided between the development and the Right-of Way for Interstate 75.**
- 5. Developer to provide necessary easements for a natural gas line extension on the property from Center Rd to Hwy 20.**
- 6. As referenced in the letter from Commissioner Steve Taylor, the owner/ developer is required to leave in place the unnamed county service road on property identified as Tax Parcel C108-0001-001 and access to Center Road from adjoining properties, identified as Tax Parcel ID Nos. 0078-0172-001 and 0078-0101-001, or to provide an alternative solution for access to Center Road for said adjoining properties.**
- 7. Incorporate the A&R Engineering, Inc traffic study recommendations dated April 20, 2023, into the approved site plans.**

Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 18th day of January, 2024.

ADOPTED this the 1st day of February, 2024. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Public Hearing – 2nd Reading of Zoning/Annexation Request
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z24-01. 109 & 111 Douglas St. Applicant: Daneise Archer
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests a change in zoning from P-S (Professional Services) to M-U (Multiple Use) for approximately 0.5 acres located at 109 & 111 Douglas St. in Land Lot 410 of the 4th District, 3rd Section. Tax ID No. C004-0011-009. The applicant proposes the rezoning to allow a landscape company to operate and have outdoor storage of landscape supplies. A Special Use permit, SU24-01, is also to be reviewed per the M-U ordinance requirements.</p> <p>Staff does not oppose the rezoning.</p> <p>Planning Commission recommended approval 3-0.</p>
LEGAL:	N/A

ZONING SYNOPSIS

Petition Number(s): **Z24-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Daneise H. Archer**

Representative: **Same**

Property Owner: **Same**

Property Location: **109 & 111 Douglas St. Tax ID C004-0011-009**

Access to the Property: **Douglas St**

Site Characteristics:

Tract Size: Acres: **0.50** District: **4th** Section: **3rd** LL(S): **410**
Ward: **4** Council Member: **Calvin Cooley**

LAND USE INFORMATION

Current Zoning: **P-S (Professional Services)**

Proposed Zoning: **M-U (Multiple Use)**

Proposed Use: **Landscape Contracting**

Current Zoning of Adjacent Property:

North: **P-S**

South: **P-S**

East: **M-U**

West: **R-D (Residential Duplex)**

The Future Development Plan designates the subject property as: **North Town Revitalization Area.**

The Future Land Use Map designates the subject property as: **Commercial- Mixed Use**

Z24-01

ZONING ANALYSIS

Project Summary:

The applicant is proposing the rezoning of the 0.50 acre property located at 109 Douglas St. from the P-S (Professional Services) zoning district to M-U (Multiple Use). The rezoning is to allow a landscape company to operate and have outdoor storage of landscape supplies. A Special Use permit, SU24-01, is also to be reviewed per the M-U ordinance requirements.

The landscape contractor is Appalachian Landscape, currently located on the Jackson Farm Planned Development property on Mission Rd. Appalachian is looking for a new location.

It is the intent of the applicant and the landscape contractor to utilize the house at 105 Douglas St. as the office while using 109 Douglas St. as the storage lot for supplies. A fence will be needed to secure the 109 site.

Two driveway cuts exist onto the site from Douglas St. They provided access to the houses that previously occupied the site. Improvements to the driveways will be required.

City Department Comments. Updated 1-9-24

* Applications were not sent to departments in time for review and comment before case files were delivered to board members.

Electric: Takes No Exception

Fibercom:

Fire:

Gas: Takes No Exception

Public Works:

Water and Sewer: Takes No Exception

City of Cartersville School District: N/A.

Public Comments:

None documented.

Z24-01

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
The adjacent properties to the west are zoned and used for residential. Properties to the south, north and east are zoned and used for office & commercial services.
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the P-S zoned purposes.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The public gain would be minimal. Rezoning would allow a local business to remain in the City of Cartersville.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal would permit a use that may be suitable in view of the use of the adjacent residential and commercial use properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent residential property as long as a visual screen and customary hours of operation are maintained. All parking must be on-site.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does conform to the Future Land Use Map (Commercial), but does not conform to the Future Development Map (North Town Revitalization Area) as the focus of the revitalization area is on residential development.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
No adverse environmental impact is anticipated with rezoning or re-use of the site.

Z24-01

9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*

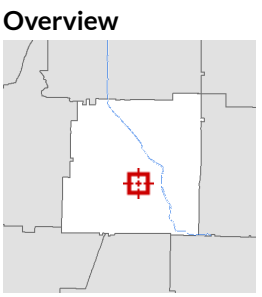
The proposed zoning use should not increase the burden to streets, transportation, or utilities.

10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*

There are no known conditions.

STAFF RECOMMENDATION:

Planning staff does not oppose the rezoning. No comments from the other city departments are anticipated to alter this position.

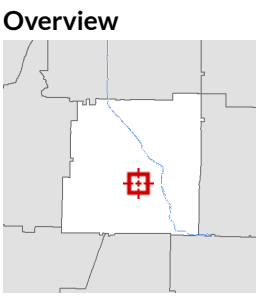
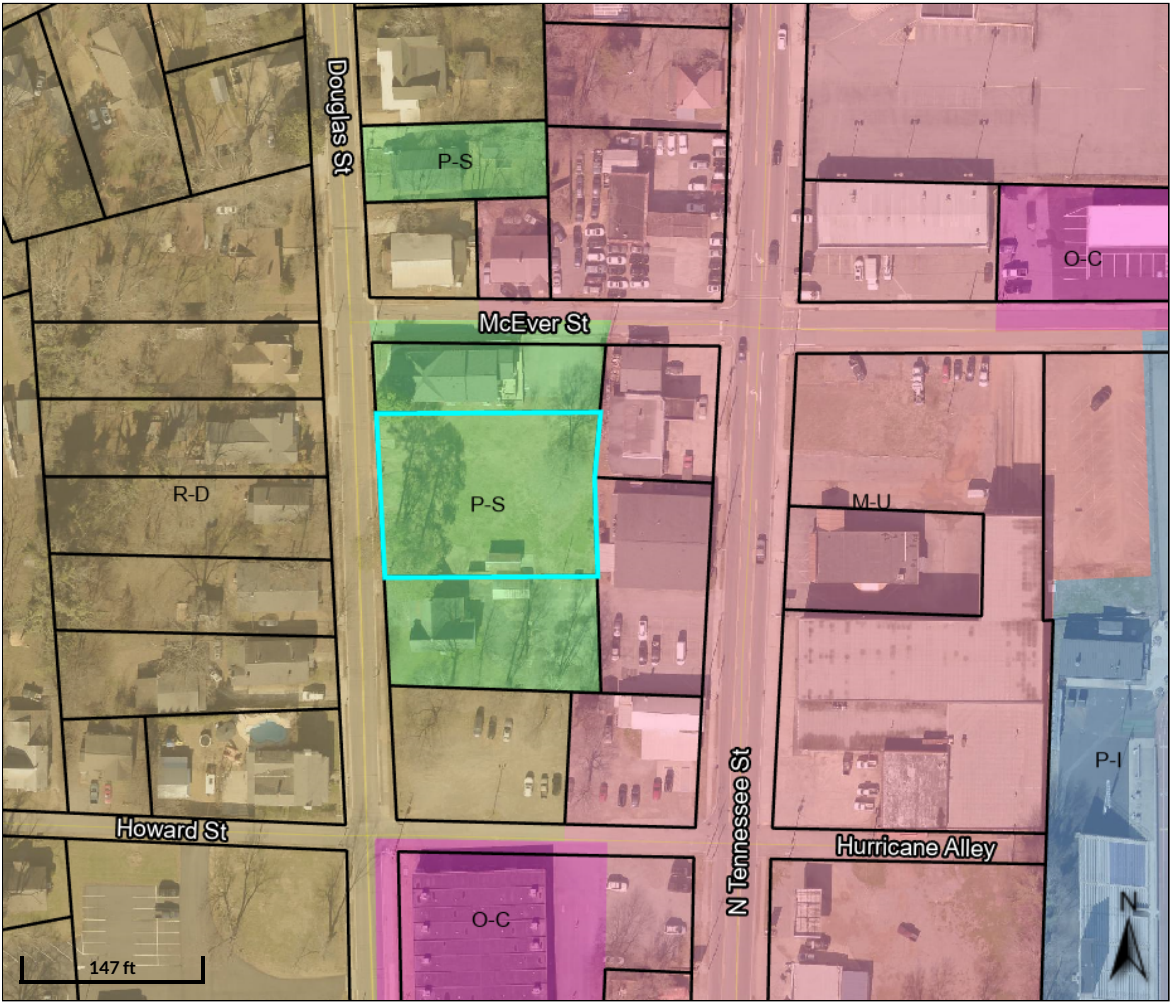


- Legend**
- Parcels
 - Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
 - Roads

Parcel ID	C004-0011-009	Alternate ID	32711	Owner Address	ARCHER DANEISE H
Sec/Twp/Rng	n/a	Class	Residential		704 WEST AVE
Property Address	109 DOUGLAS ST	Acreeage	0.5		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	109 DOUGLAS ST LL410 LD4				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/3/2024
 Last Data Uploaded: 1/2/2024 9:55:56 PM





- Legend**
- Parcels
 - Roads
 - Cartersville Zoning**
 - AG
 - DBD
 - G-C
 - G-C*
 - H-I
 - H-I*
 - L-I
 - L-I*
 - M-U
 - M-U*
 - MF-14
 - MF-14*
 - MN
 - O-C
 - O-C*
 - P-D
 - P-D*
 - P-I
 - P-S
 - P-S*
 - R-10
 - R-10*
 - R-15
 - R-15*
 - R-20
 - R-20*
 - R-7
 - R-7*
 - R-D
 - RA-12
 - RA-12*

Parcel ID C004-0011-009
 Sec/Twp/Rng n/a
 Property Address 109 DOUGLAS ST

Alternate ID 32711
 Class Residential
 Acreage 0.5

Owner Address ARCHER DANEISE H
 704 WEST AVE
 CARTERSVILLE, GA 30120

District
Brief Tax Description

Cartersville
109 DOUGLAS ST LL410 LD4
(Note: Not to be used on legal documents)

Meeting: February 1, 2024 Item4.

Date created: 1/2/2024
Last Data Uploaded: 1/1/2024 9:28:45 PM

Developed by  **Schneider**
GEOSPATIAL

Application for Rezoning

City of Cartersville

Case Number: Z24-01

Date Received: 11-27-23

Public Hearing Dates:

Planning Commission 1/16/24
5:30pm

1st City Council 1/18/24
7:00pm

2nd City Council 2/1/24
7:00pm

Applicant DANEISE H. ARCHER Office Phone _____
 (printed name)

Address 105 + 109 DOUGLAS STREET Mobile/ Other Phone 770 861 9962

City CARTERSVILLE State GA Zip 30120 Email DARCHER47@OUTLOOK.COM

Representative's printed name (if other than applicant) _____ Phone (Rep) _____
 Email (Rep) _____

Representative Signature _____ Applicant Signature Daneise Archer

Signed, sealed and delivered in presence of: _____ My commission expires: 10/6/2025

Julia Drake
Notary Public



* Titleholder DANEISE H. ARCHER Phone 770-861-9962
 (titleholder's printed name)

Address 704 WEST AVENUE Email DARCHER47@OUTLOOK.COM

Signature _____

Signed, sealed, delivered in presence of: _____ My commission expires: _____

Notary Public

Present Zoning District P-5 Requested Zoning M-U

Acreage .504 Land Lot(s) 410 District(s) 4th Section(s) 3RD

Location of Property: 109 Douglas ST Parcel ID No. C 004-0011-009
 (street address, nearest intersections, etc.)

Reason for Rezoning Request: To Accommodate A Landscaping business

(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 11/27/23

Date Two Years Prior to Application: 11/27/21

Date Five Years Prior to Application: 11/27/18

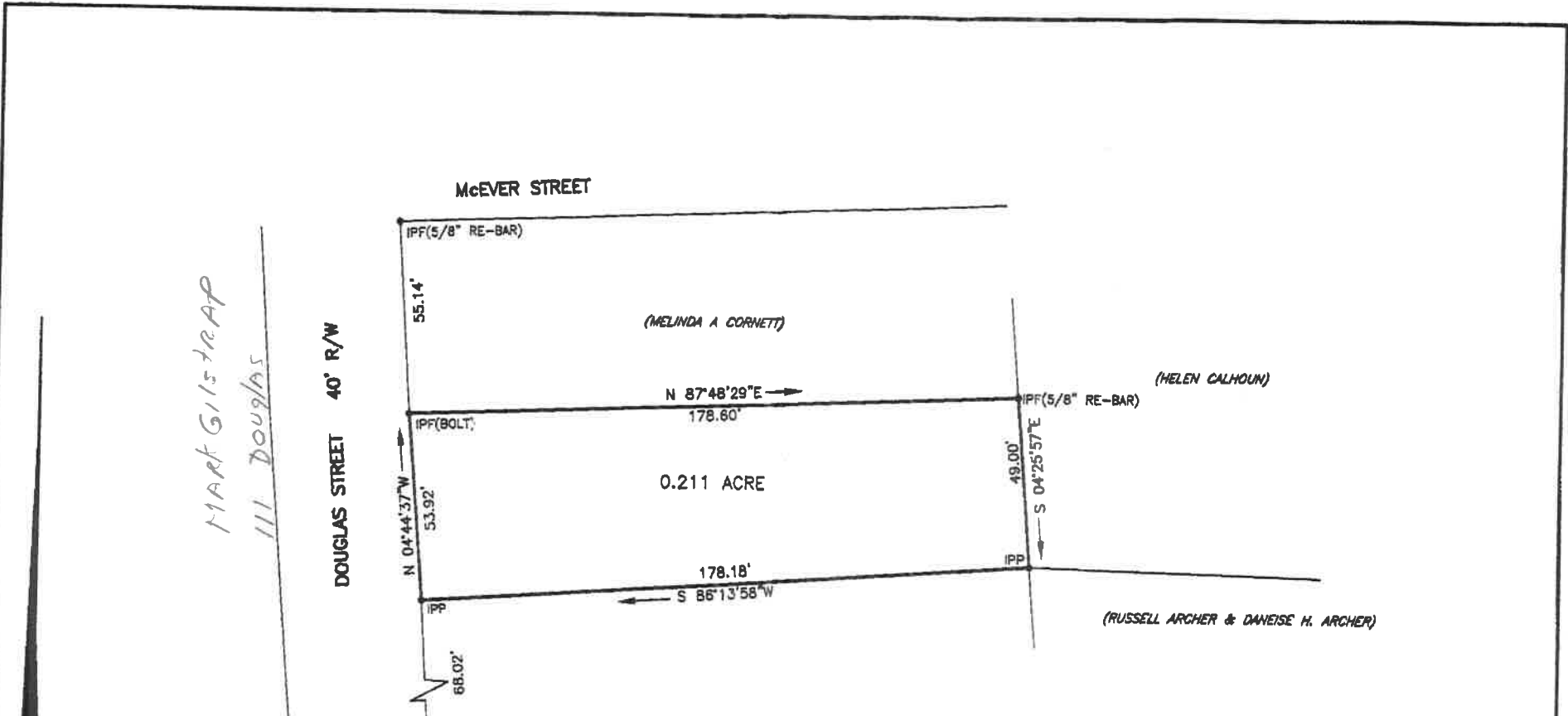
1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	_____✓
Council Member:		
Ward 1- Kari Hodge	_____	_____✓
Ward 2- Jayce Stepp	_____	_____✓
Ward 3- Cary Roth	_____	_____✓
Ward 4- Calvin Cooley	_____	_____✓
Ward 5- Gary Fox	_____	_____✓
Ward 6- Taff Wren	_____	_____✓
Planning Commission		
Lamar Pendley, Chair	_____	_____✓
Anissa Cooley	_____	_____✓
Fritz Dent	_____	_____✓
Greg Culverhouse	_____	_____✓
Jeffery Ross	_____	_____✓
Stephen Smith	_____	_____✓
Travis Popham	_____	_____✓

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

Danese H. Archer 11/27/23
Signature Date

DANESE H. ARCHER
Print Name



MART GILSTRAP
111 Douglas

FIELD TRAVERSE:
CLOSURE; ONE FOOT IN 10,000 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.
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457

REGISTERED LAND SURVEYOR No. 1803

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

**SURVEY FOR
REUBEN LOWE**
PROPERTY IN THE CITY OF CARTERSVILLE
IN LAND LOT 410
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
111 DOUGLAS STREET

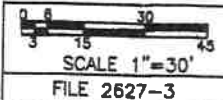
2827.CRD 2827-3.DWG
FLOOD INSURANCE RATE MAP 13015C0089 F
DATED SEPT. 29, 1989 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2" RE-BAR)
EXCEPT AS SHOWN.



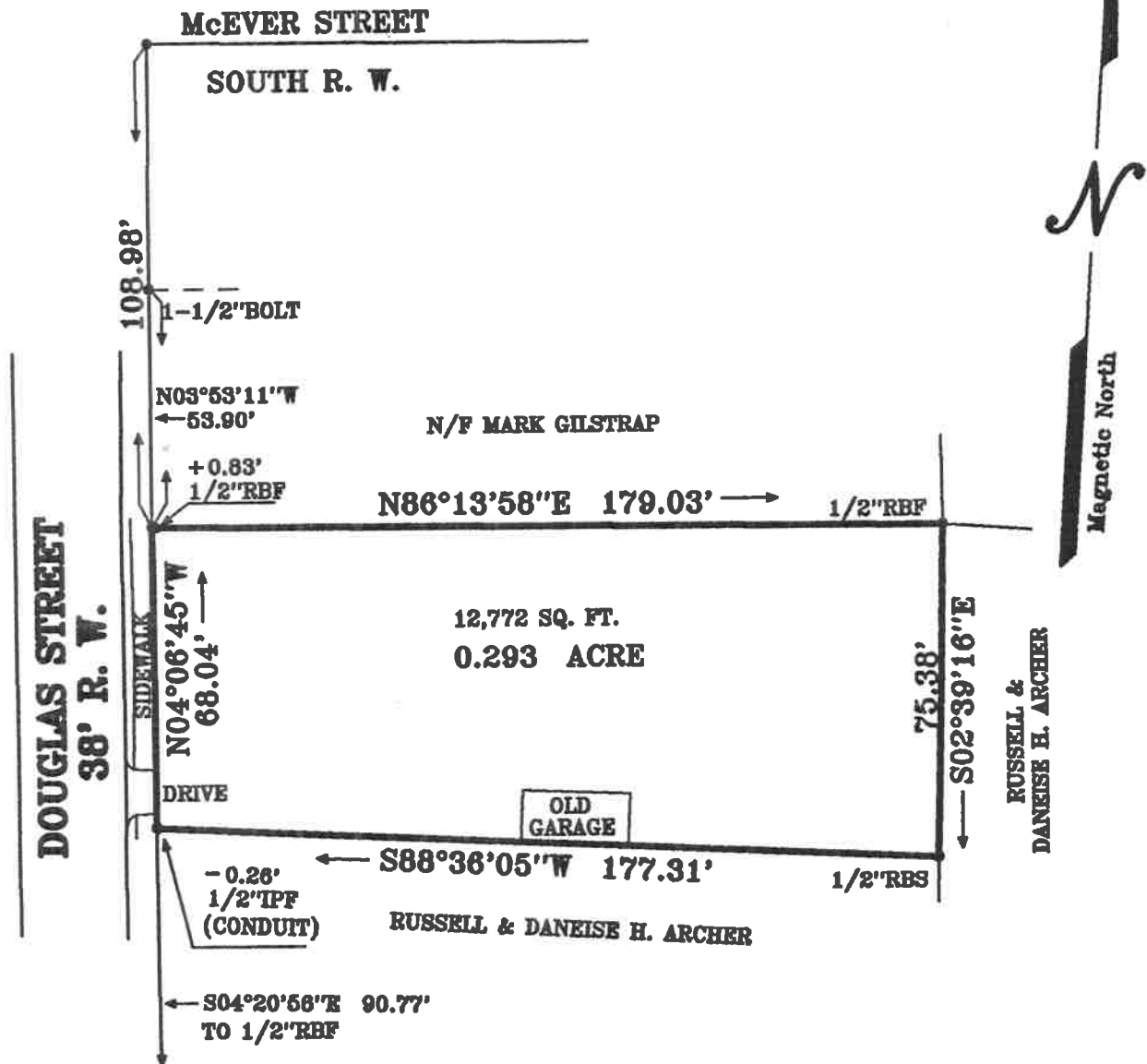
PLAT CLOSURE;
ONE FOOT IN
73,000 FEET.

AUGUST 10, 2005
REVISED 10-03-05



SURVEYED FOR RUSSELL ARCHER & DANEISE H. ARCHER

IN LAND LOT 410, 4TH. DISTRICT, 3RD. SECTION,
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA
DATE OF PLAT 10-24-2008 SCALE 1" = 40'
DATE OF FIELD WORK 10-23-2008



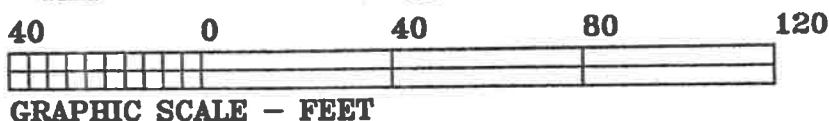
FIELD DATA:
 CLOSURE: 1' IN 26,300'
 EQUIPMENT: TOPCON GTS-303
 ANGULAR ERROR 04" PER ANGLE POINT
 BEARINGS ARE MAG. CAL. FROM ANGLES
 TURNED.
 ADJUSTED USING LEAST SQUARES
 PLAT CLOSURE 1' IN 100,000'

Johnny R. Knight
 GEORGIA REGISTERED LAND SURVEYOR
 NO. 1913
 JOHNNY R. KNIGHT

"FEMA FLOOD HAZARD MAP" 13015C0286G
 DATED SEPTEMBER 28, 2007, SHOWS THIS
 PROPERTY OUT OF FLOOD ZONE.

NOTE: THIS PLAT IS MADE FOR THE SOLE USE AND
 BENEFIT OF THE PERSON OR PERSONS NAMED HEREON.
 THIS FIRM ASSUMES NO LIABILITY TO PERSONS NOT
 NAMED HEREON AND ANY USE BY UNNAMED PARTIES
 WILL BE DONE AT THEIR OWN RISK.

KNIGHT & KNIGHT LAND SURVEYORS, LLC
 116 CENTER ROAD
 CARTERSVILLE, GEORGIA 30121
 TELEPHONE (770) 382-7975
 or (770) 382-5525







Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 03-24
Petition No. Z24-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Daneise H. Archer. Property is located at 109 & 111 Douglas St. (C004-0011-009). Said property contains 0.50 acres located in the 4th District, 3rd Section, Land Lot 410 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from P-S Professional Services to Mu-U Multiple Use. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 18th day of January, 2024.
ADOPTED this the 1st day of February, 2024. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Public Hearing – 2nd Reading of Zoning/Annexation Request
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	SU24-01. 109 Douglas St. Applicant: Daneise Archer
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The applicant is proposing the rezoning, Z24-01, of the 0.50-acre property located at 109 Douglas St. from the P-S (Professional Services) zoning district to M-U (Multiple Use). The rezoning is to allow a landscape company (Specialty Contractor) to operate and have outdoor storage of landscape supplies. A Special Use permit is required by the M-U district zoning ordinance to allow outdoor storage of landscape materials and supplies.</p> <p>The Planning Commission recommends approval, 3-0. with the following conditions:</p> <ol style="list-style-type: none"> 1) The special use permit is valid only for the named applicant, title holder and specialty contractor associated with the application. 2) A visual screen is to be installed along the property lines that abut a residential zoning district or land use. 3) Driveway access to Douglas St. is not allowed. Driveway access to Tennessee St will be provided by applicant through applicants’ property.
LEGAL:	N/A

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU24-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Daneise Archer**

Representative: **Same**

Property Owner: **Same**

Property Location: **109 Douglas St. Tax ID C004-0011-009**

Access to the Property: **Douglas St.**

Site Characteristics:

Tract Size: Acres: **0.50** District: **4th** Section: **3rd** LL(S): **410**
Ward: **4** Council Member: **Calvin Cooley**

LAND USE INFORMATION

Current Zoning: **P-S (Professional Services)**

Proposed Zoning: **M-U (Multiple Use)**

Proposed Use: **Landscape Contracting**

Current Zoning of Adjacent Property:

North: **P-S**

South: **P-S**

East: **M-U**

West: **R-D (Residential Duplex)**

The Future Development Plan designates the subject property as: **North Town Revitalization Area.**

The Future Land Use Map designates the subject property as: **Commercial- Mixed Use**

2. City Department Comments: Updated 1-9-24

* Applications were not sent to departments in time for review and comment before case files were delivered to board members.

Electric: Takes No Exception

Fibercom:

Fire:

Gas: Takes No Exception

Public Works:

Water and Sewer: Takes No Exception

City of Cartersville School District: N/A.

Public Comments: 1-9-24: John Lewis. property owner of 104, 108 and 110 Douglas St. ~~None documented.~~ Concerned that 1)business would detract from residential character of Douglas St. and 2) site is too small for landscape business operations.

4. Special Use Review

The applicant is proposing the rezoning, Z24-01, of the 0.50 acre property located at 109 DouglasSt. from the P-S (Professional Services) zoning district to M-U (Multiple Use). The rezoning is to allow a landscape company (Specialty Contractor) to operate and have outdoor storage of landscape supplies. A Special Use permit is required by the M-U district zoning ordinance to allow outdoor storage of landscape materials and supplies.

The tentative contractor is Appalachian Landscape, currently located on the Jackson Farm planned development property on Mission Rd. Appalachian is looking for a new location.

It is the intent of the applicant and Appalachian to utilize the house at 105 Douglas St. as the office while using 109 Douglas St. as the storage lot for supplies. A 6ft. privacy fence with shrubs is proposed to secure the 109 site. Without a building on site, the fence line will need to be set at or behind the 10ft. front yard setback to comply with the ordinance requirements for landscape materials.

Two driveway cuts exist onto the site from Douglas St. They provided access to the houses that previously occupied the site. Improvements to the driveways will be required.

5. Zoning Ordinance Findings

Please review the following findings, as stated in the Zoning Ordinance, which are to be utilized in determining justification for approval or denial of special use request(s).

Sec. 9.2. Multiple Use

Subsec. 9.2.3. Development Standards. Item R(3):

Outdoor storage of landscape supplies and materials may be allowed in the side and rear yards of a non-residential land use with a special use (SU) permit.

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.
- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

Uses allowable with a Special use and the minimum standards for such uses are listed in section 16.4 of this article.

Uses in the districts enumerated herein may be authorized by Special use only. The regulations contained in this article shall not apply to any permitted use as a matter of right in any zoning district.

Any use which may be authorized by Special use shall be approved by the Mayor and Council in accordance with section 16.1, scope and intent, provided:

- A. The standards for the Special use as specified herein can be met;
- B. Recommendations have been received from the planning and development staff and other appropriate City departments.
- C. A public hearing has been held in relation to the Special use before the Planning Commission in conformance with the advertising standards outlined in article XXIV of this chapter. The Planning Commission shall make recommendations to the Mayor and Council regarding the application for a Special use; and
- D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
 - 1. The effect of the proposed activity on traffic flow along adjoining streets;
 - 2. The availability, number and location of off-street parking;
 - 3. Protective screening;
 - 4. Hours and manner of operation of the proposed use;
 - 5. Outdoor lighting;
 - 6. Ingress and egress to the property; and
 - 7. Compatibility with surrounding land use.

- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

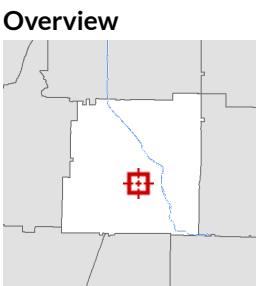
6. How General Standards Are Met (See application):

7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

N/A

8. Staff Recommendation: Staff does not oppose the application with the following conditions:

- 1) The special use permit is valid only for the named applicant, title holder and specialty contractor associated with the application.
- 2) A visual screen is to be installed along the property lines that abut a residential zoning district or land use.

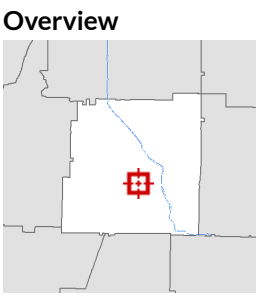
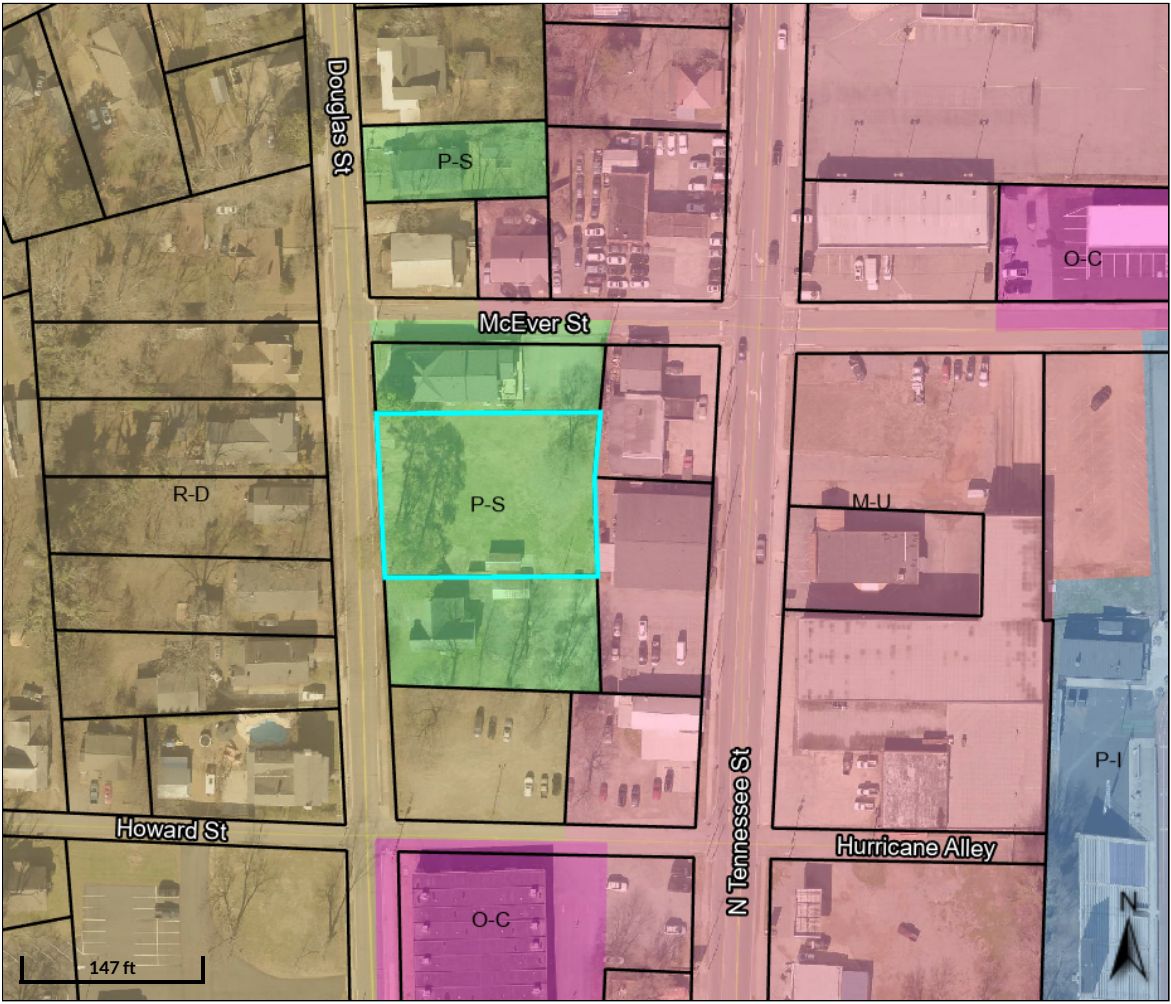


- Legend**
- Parcels
 - Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
 - Roads

Parcel ID	C004-0011-009	Alternate ID	32711	Owner Address	ARCHER DANEISE H
Sec/Twp/Rng	n/a	Class	Residential		704 WEST AVE
Property Address	109 DOUGLAS ST	Acreage	0.5		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	109 DOUGLAS ST LL410 LD4				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/3/2024
 Last Data Uploaded: 1/2/2024 9:55:56 PM

Developed by Schneider
 GEOSPATIAL



- Legend**
- Parcels
 - Roads
 - Cartersville Zoning**
 - AG
 - DBD
 - G-C
 - G-C*
 - H-I
 - H-I*
 - L-I
 - L-I*
 - M-U
 - M-U*
 - MF-14
 - MF-14*
 - MN
 - O-C
 - O-C*
 - P-D
 - P-D*
 - P-I
 - P-S
 - P-S*
 - R-10
 - R-10*
 - R-15
 - R-15*
 - R-20
 - R-20*
 - R-7
 - R-7*
 - R-D
 - RA-12
 - RA-12*

Parcel ID C004-0011-009
 Sec/Twp/Rng n/a
 Property Address 109 DOUGLAS ST

Alternate ID 32711
 Class Residential
 Acreage 0.5

Owner Address ARCHER DANEISE H
 704 WEST AVE
 CARTERSVILLE, GA 30120

District
Brief Tax Description

Cartersville
109 DOUGLAS ST LL410 LD4
(Note: Not to be used on legal documents)

Meeting: February 1, 2024 Item5.

Date created: 1/2/2024
Last Data Uploaded: 1/1/2024 9:28:45 PM

Developed by  **Schneider**
GEOSPATIAL

9.2.1. *M-U district scope and intent.* Regulations in this section are the M-U district regulations. The M-U district is intended to provide land areas for medium to high density residential land uses and commercial uses complimentary to office and institutional uses as further described in section 3.1.15 of this chapter and where existing and projected traffic patterns encourage such development. The M-U district is intended to:

- A. Encourage the development of tracts of land in the community;
- B. Encourage flexible, innovative, and creative concepts in site planning;
- C. Encourage efficient use of land;
- D. Provide a stable multiple use environment compatible with surrounding uses; and
- E. Protect neighboring residential properties by locating less intense uses adjacent to residential developments or by locating buffers between nonresidential and residential uses.

9.2.2. *Use regulations.* Within the M-U district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as a permitted use in this section shall be prohibited.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Accessory apartments (SU).*
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Amusement, indoor.
- Apartments and condominiums, above, below, or behind commercial uses in the same building (SU).*
- Art galleries.
- Assembly halls.
- Automotive and light truck rental facility (allowed on properties fronting an arterial or major collector street only).
- Automotive specialty shops (allowed on properties fronting an arterial or major collector street only and shall be limited to four (4) bays).
- Barber shops.
- Beauty salons.
- Bed and breakfast inn (SU).*
- Brewpub.
- Catering, carry out, delivery.
-

- Clubs or lodges (noncommercial) (SU).*
- Colleges and universities.
- Community center buildings.
- Condominiums.
- Construction contractors:
 - ▲ General building contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Heavy equipment contractors (provided there is no exterior storage of equipment, materials, and construction vehicles).
 - ▲ Special trade contractors; including but not limited to, construction subcontractors, engineers, architects, and land surveyors (provided there is no exterior storage of equipment, materials, or construction vehicles).
- Convenience stores.
- Dancing schools.
- Day care facilities.
- Delicatessens.
- Distillery (SU).*
- Dry cleaners.
- Duplex dwellings.
- Family day care.
- Financial establishments.
- Funeral homes (allowed on properties fronting an arterial or major collector street only) (crematories may be allowed in conjunction with a funeral home with approval of a special use).*
- Group homes (SU).*
- Guest house.
- Gymnasiums/health clubs.
- Home occupations.
- Homeless shelters (SU).*
- Hospices (SU).*
- Hotels (allowed on properties fronting an arterial or major collector street only).
-

- Laboratories (medical and dental).
- Laundromats.
- Libraries.
- Medical offices (excludes veterinary).
- Microbreweries (SU).*
- Multifamily dwellings.
- Museums.
- Nursing home facilities.
- Offices, general.
- Parking lots.
- Parks, private.
- Patio homes.
- Pawn shops and/or title pawn (SU).*
- Pet grooming.
- Personal care homes (SU).*
- Places of assembly (SU).*
- Printing establishments.
- Pubs and taverns.
- Public utility facilities.
- Radio and television broadcast stations.
- Radio, television, or other communication towers.
- Religious institutions (SU).*
- Repair services, light (shoes, small appliances or similar).
- Restaurants (drive-thru restaurants as SU).*
- Retail, general.
- Retail package stores (including liquor and malt beverages and/or wine sales only in a multi-tenant shopping center development consisting of a minimum of seven (7) business suites and additionally, that detached, stand alone, retail package stores shall not be permitted).
- Retirement centers (SU).*
- Reupholstery shops.
- Schools, private (SU).*

- Service stations (allowed on properties fronting an arterial or major collector street only).
 - Single-family attached dwellings.
 - Single-family detached dwellings.
 - Stadiums (allowed on properties fronting an arterial or major collector street only).
 - Storage, warehouse (allowed on properties fronting an arterial or major collector street only).
 - Theaters.
 - Townhouses.
 - Wholesale sales office.
- * Special use approval required.

B. *Accessory uses.* Structures and land may be used for uses customarily incidental to any permitted use and a dwelling may be used for a home occupation.

9.2.3. *Development standards.*

A. *Height regulations.* Single-family residential buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher; multifamily and nonresidential buildings shall not exceed a height of forty-five (45) feet or three and one-half (3½) stories, whichever is higher.

 B. *Front yard setback:* Ten (10) feet.

C. *Side yard setback:* Ten (10) feet.

- If single-family attached, ten (10) feet end of each row.

D. *Rear yard setback:*

- *Office/institutional/commercial:* Twenty (20) feet.
- *Multifamily:* Twenty-five (25) feet.
- *Townhouse:* Twenty (20) feet.
- *Single-family attached:* Twenty (20) feet.
- *Single-family detached:* Twenty (20) feet.
- *Duplex dwellings:* Twenty (20) feet.

E. *Minimum lot area.*

- *Townhouse/attached:* Two thousand (2,000) square feet.
- *Single-family detached and duplex dwellings:* Seven thousand (7,000) square feet.

F. *Maximum density.*

- *Multifamily:* Fourteen (14) dwelling units per acre.
- *Townhouse/attached:* Twelve (12) dwelling units per acre.

G. *Minimum lot width at building line.*

- *Office/institutional/commercial:* One hundred ten (110) feet per lot.
- *Multifamily:* One hundred ten (110) feet.
- *Townhouse:* Twenty (20) feet per lot.
- *Single-family attached:* Fifty (50) feet per lot.
- *Single-family detached:* Sixty (60) feet per lot.
- *Duplex dwellings:* Fifty (50) feet per lot.

H. *Minimum lot frontage.*

- *Office/institutional/commercial:* One hundred ten (110) feet per lot.
- *Multifamily:* One hundred ten (110) feet per lot.
- *Townhouse:* Twenty (20) feet per lot.
- *Single-family attached:* Fifty (50) feet per lot.
- *Single-family detached:* Sixty (60) feet per lot.
- *Duplex dwellings:* Thirty-five (35) feet per lot.

I. *Minimum heated floor area per dwelling unit.*

- *Multifamily:*
 - ▲ *3-bedroom:* Nine hundred (900) square feet.
 - ▲ *2-bedroom:* Seven hundred fifty (750) square feet.
 - ▲ *1-bedroom:* Six hundred (600) square feet.
 - ▲ *Studio/loft (in existing buildings):* Four hundred fifty (450) square feet.
- *Townhouse/attached:* One thousand (1,000) square feet.
- *Single-family detached:* One thousand (1,000) square feet.
- *Duplex:* Nine hundred (900) square feet.

J. *[Metal panels, metal sheathing, standard gray concrete block.]* The use of metal panels or metal sheathing and/or standard gray concrete block on the exterior walls of any building or structure shall be prohibited with the exception that such materials may be used if finished with a product consisting of brick, stone, hard-coat stucco, or fiber cement siding.

K. *[Air conditioning units and HVAC systems.]* Air conditioning units and HVAC systems shall be thoroughly screened from view from the public right-of-way and from adjacent properties by using walls, fencing, roof elements, or landscaping on multifamily and nonresidential properties.

L. *[Gable or hip roofs.]* Gable or hip roofs shall have a minimum roof pitch of 6/12. Both gable and hip roofs shall provide overhanging eaves on all sides that extend a minimum of one (1)

foot beyond the building wall.

- M. *[Front building facade.]* The front building facade of all principal buildings shall be oriented toward street fronts or adjacent arterial street fronts.
- N. *Minimum buffer requirements.* In addition to required setbacks, all nonresidential and/or multifamily property uses within the M-U district which abut a single-family residential district or use shall provide a minimum fifteen-foot wide buffer, five (5) feet of which can be within required setback, to provide a visual screen in accordance with section 4.17 of this chapter.
- O. *Minimum open space.* Multifamily developments shall have a minimum twenty (20) percent of gross acreage set aside as open space and shall provide recreational areas within said open space.
- P. *Maximum commercial building floor area:* Twenty thousand (20,000) square feet.
- Q. *Accessory structure requirements.* See section 4.9 of this chapter.

R. *Other standards.*

- 1. Townhouse developments shall have a minimum development area of one-half (½) acre. In addition to required setbacks, a fifteen-foot wide buffer is required along all property lines which abut a single-family district or use to provide a visual screen in accordance with section 4.17 of this chapter.
 - (a) Minimum lot depth: one hundred (100) feet.
 - (b) No fewer than three (3) dwelling units in a row shall be allowed.
 - (c) Alley or private drive access required.
 - (d) Required parking shall be allowed in the rear yard only.
 - (e) Principal buildings shall front a private drive or public right-of-way.
- 2. Multifamily developments shall comply with section 7.1.3.K. and N. of this chapter.
- 3. Outdoor storage of landscape supplies and materials may be allowed in the side and rear yards of a non-residential land use with a special use (SU) permit.

S. *Guest house.* In addition to standards required in this chapter, the following standards shall be met for a guest house:

- 1. No more than one (1) guest house structure per lot.
- 2. A minimum lot size of fifteen thousand (15,000) square feet shall be required.
- 3. A guest house shall be occupied by relatives, employees that work on the property, or guests only.
- 4. Heated floor area shall not exceed fifty (50) percent of the heated floor area of the principal building.
- 5. A guest house structure shall comply with the principal setbacks of the district.

6. A guest house shall not be allowed in the front yard.

7. A guest house shall not exceed the height of the principal building on the lot.

8. Requires owner-occupancy of the principal building on the lot.

9.2.4. *Other regulations.* The headings below contain additional, but not necessarily all, provisions applicable to the M-U district.

- City of Cartersville Landscaping Ordinance.
- City of Cartersville Sign Ordinance.

(Ord. No. 69-12, § 2, 12-6-12; Ord. No. 01-13, § 6, 1-3-13; Ord. No. 11-13, § 1, 7-1-13; Ord. No. 02-18, § 2, 1-18-18; Ord. No. 09-18, § 1, 4-19-18; Ord. No. 11-18, § 2, 5-17-18; Ord. No. 34A-18, § 1, 12-6-18; Ord. No. 30-19, § 1, 8-1-19)

Application for Special Use
City of Cartersville

Case Number: 5029-01
Date Received: 11-27-23

Public Hearing Dates:

Planning Commission 1/9/24 5:30pm 1st City Council 1/18/24 7:00pm 2nd City Council 2/1/24 7:00pm

Applicant DANEISE H. ARCHER Office Phone _____
(printed name)

Address 105 + 109 DOUGLAS STREET Mobile/ Other Phone 770 861 9962

City CARTERSVILLE State GA Zip 30120 Email DARCHER47@OUTLOOK.COM

Representative's printed name (if other than applicant) _____ Phone (Rep) _____
 Email (Rep) _____

Representative Signature _____ Applicant Signature Daneise Archer

Signed, sealed and delivered in presence of _____ My commission expires: _____
Julia Drake
 Notary Public



* Titleholder DANEISE H. ARCHER Phone 770 861 9962
(titleholder's printed name)

Address 704 WEST AVENUE Email DARCHER47@OUTLOOK.COM

Signature _____

Signed, sealed, delivered in presence of: _____ My commission expires: _____

 Notary Public

Present Zoning District P-S Parcel ID No. 004-0011-009

Acreage .504 Land Lot(s) 410 District(s) 4th Section(s) 3RD

Location of Property: 105-109 DOUGLAS ST. CARTERSVILLE, GA 30120
(street address, nearest intersections, etc.)

Reason for Special Use Request: To Allow outdoor storage of landscape materials if rezoning is approved.
(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

SPECIAL USE JUSTIFICATION

The Mayor and City Council, upon review, may authorize a Special Use which is not classified as a permitted use by right in a zoning district.

Zoning Ordinance section 16.3.A

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. The effect of the proposed activity on traffic flow along adjoining streets;
2. The availability, number and location of off-street parking;
3. Protective screening;
4. Hours and manner of operation of the proposed use;
5. Outdoor lighting;
6. Ingress and egress to the property; and
7. Compatibility with surrounding land use.

Zoning Ordinance section 16.4 states standards for specific uses – if the use you are applying for has additional standards, these must also be addressed below.

Use applied for:

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met:

A GATE WILL BE INSTALLED ON THE DOUGLAS ST SIDE AND A GATE WILL BE INSTALLED ON THE SE SIDE OF THE LOT TO LESSEN TRAFFIC FLOW ON DOUGLAS STREET

Standard #2: The availability, number, and location of off-street parking.

How Standard #2 has / will be met:

5 PARKING PLACES WILL BE UTILIZED ON DOUGLAS ST. ADD'L PARKING IS AVAILABLE, IF NECESSARY, AT 212 N TENNESSEE ST.

Standard #3: Protective screening.

How Standard #3 has / will be met:

A 6' PRIVACY FENCE WILL BE INSTALLED AROUND THE LOT WITH ORNAMENTAL SHRUBBERY TO ENHANCE LOOK.

Standard #4: Hours and manner of operation of the proposed use.

How Standard #4 has / will be met:

HOURS ARE 5 AM - 7 PM FOR INSTALLERS. OFFICE HOURS ARE 9-5. HOURS ARE MONDAY-FRIDAY

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

N/A

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

DOUGLAS STREET AND TENNESSEE STREET

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

PROPERTY ADJOINS 212 N. TENNESSEE STREET WHICH IS ZONED M-U.

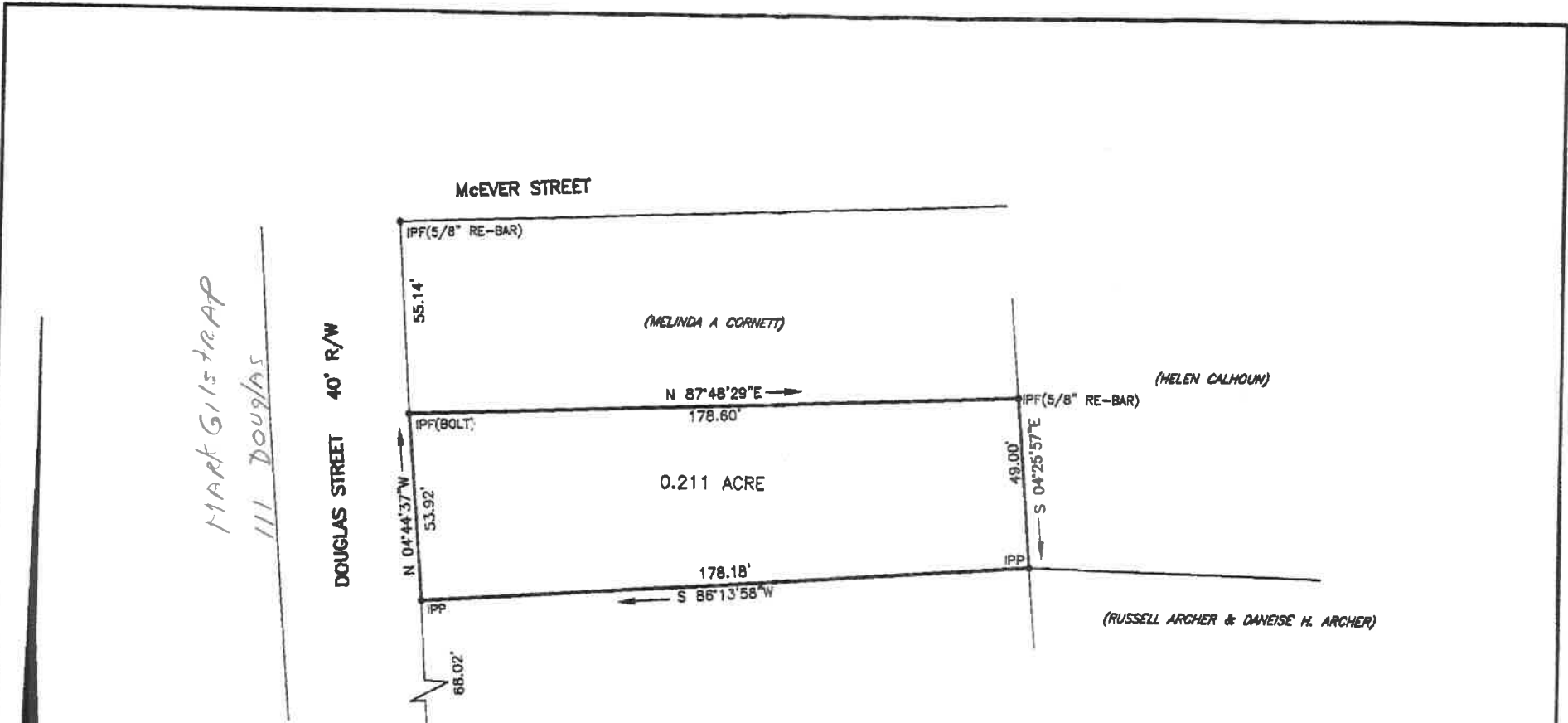
Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

Four horizontal lines for additional standards.

Signed,

Darius A. Arden
Applicant or Representative

11/27/23
Date



MART GILSTRAP
111 Douglas

FIELD TRAVERSE:
CLOSURE; ONE FOOT IN 10,000 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.
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457

REGISTERED LAND SURVEYOR No. 1803

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

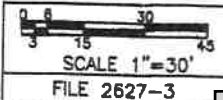
**SURVEY FOR
REUBEN LOWE**
PROPERTY IN THE CITY OF CARTERSVILLE
IN LAND LOT 410
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
111 DOUGLAS STREET

2827.CRD 2827-3.DWG
FLOOD INSURANCE RATE MAP 13015C0089 F
DATED SEPT. 29, 1989 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2" RE-BAR)
EXCEPT AS SHOWN.

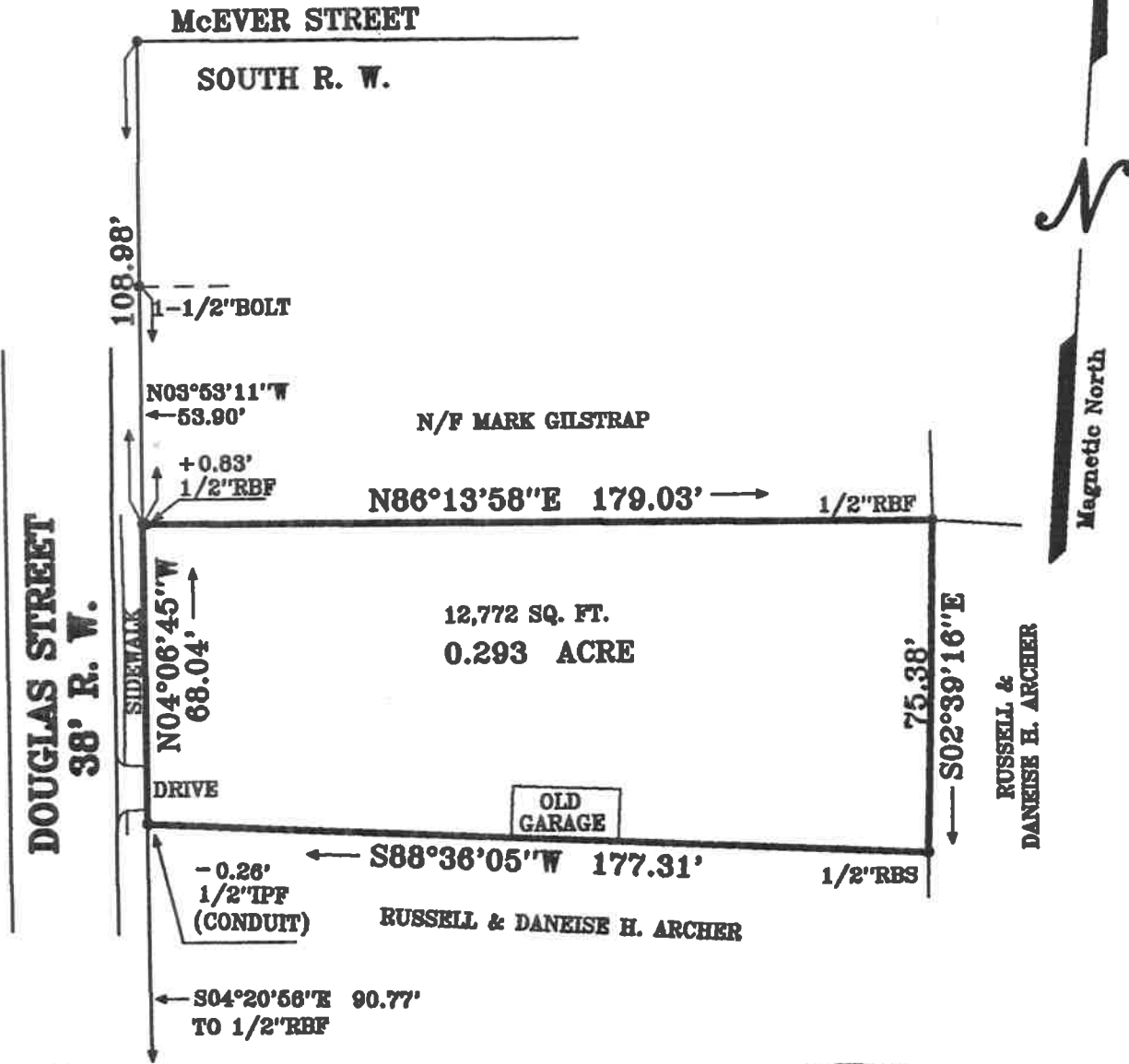


PLAT CLOSURE;
ONE FOOT IN
73,000 FEET.
AUGUST 10, 2005
REVISED 10-03-05



SURVEYED FOR RUSSELL ARCHER & DANEISE H. ARCHER

IN LAND LOT 410, 4TH. DISTRICT, 3RD. SECTION,
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA
DATE OF PLAT 10-24-2008 SCALE 1" = 40'
DATE OF FIELD WORK 10-23-2008



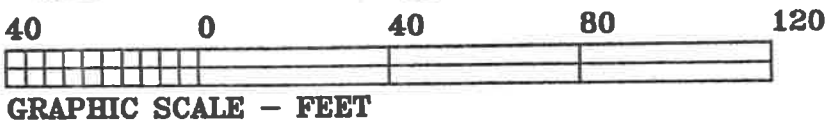
FIELD DATA:
 CLOSURE: 1' IN 26,300'
 EQUIPMENT: TOPCON GTS-303
 ANGULAR ERROR 04" PER ANGLE POINT
 BEARINGS ARE MAG. CAL. FROM ANGLES
 TURNED.
 ADJUSTED USING LEAST SQUARES
 PLAT CLOSURE 1' IN 100,000'



"FEMA FLOOD HAZARD MAP" 13015C0286G
 DATED SEPTEMBER 28, 2007, SHOWS THIS
 PROPERTY OUT OF FLOOD ZONE.

**NOTE: THIS PLAT IS MADE FOR THE SOLE USE AND
 BENEFIT OF THE PERSON OR PERSONS NAMED HEREON.
 THIS FIRM ASSUMES NO LIABILITY TO PERSONS NOT
 NAMED HEREON AND ANY USE BY UNNAMED PARTIES
 WILL BE DONE AT THEIR OWN RISK.**

KNIGHT & KNIGHT LAND SURVEYORS, LLC
 116 CENTER ROAD
 CARTERSVILLE, GEORGIA 30121
 TELEPHONE (770) 382-7975
 or (770) 382-5525









CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Public Hearing – 2nd Reading of Zoning/Annexation Request
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T24-01. Applicant: Darrell Simpson
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Text Amendment to Chapter 26, Zoning, Article X, Industrial district Regulations, Sec. 10.2, Heavy Industrial District, to add “Automotive storage yards and wrecker service” as a permitted use in Sec. 10.2.2 (A).</p> <p>This use is an allowed use in the Light Industrial zoning district, but not in Heavy Industrial. Staff is not opposed to the amendment. Planning Commission recommended approval 4-0.</p>
LEGAL:	N/A

MEMO

To: Planning Commission, Mayor Santini & City Council

From: Randy Mannino and David Hardegree

Date: January 3, 2024

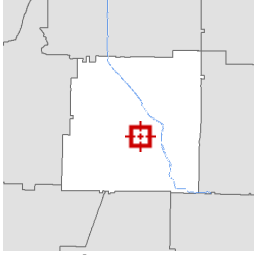
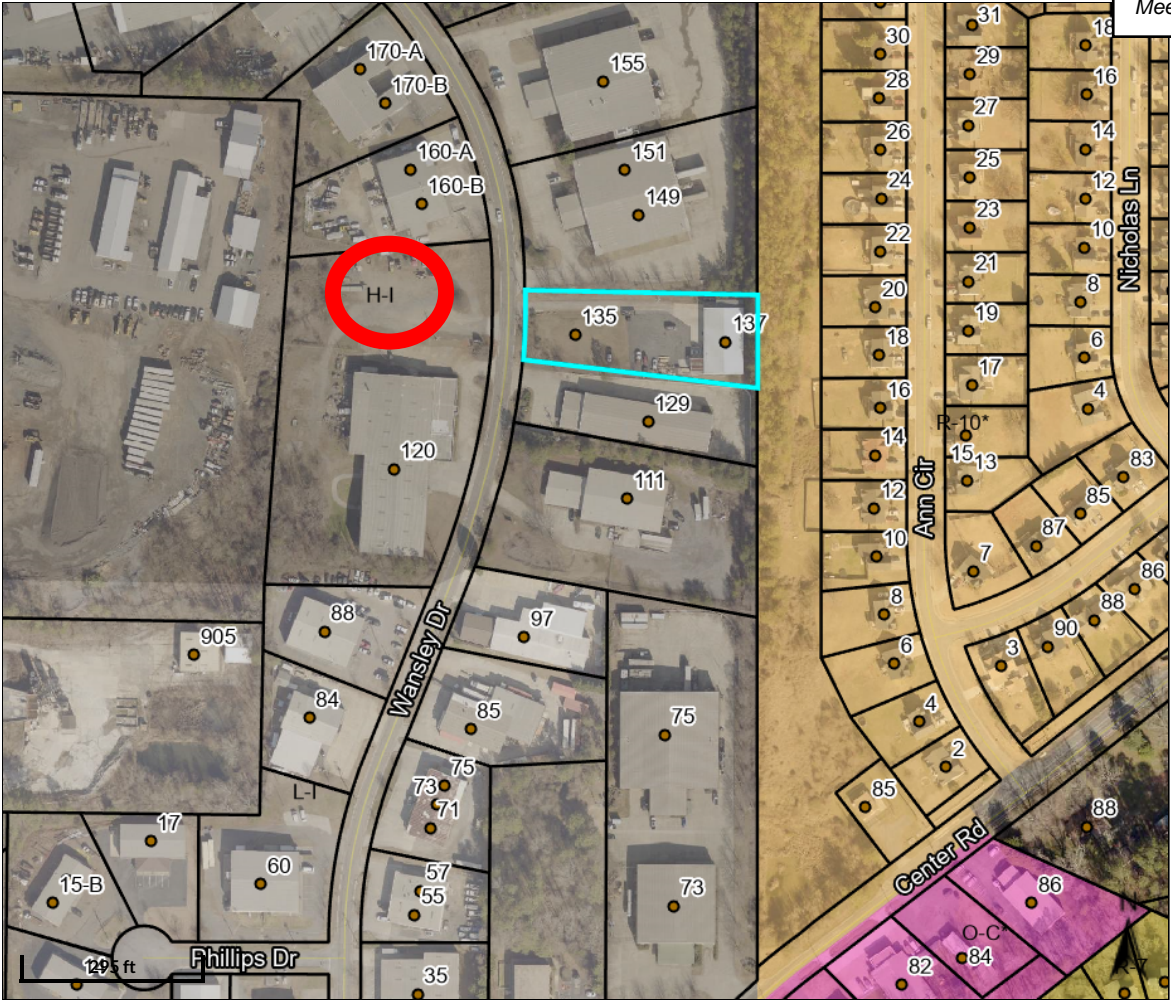
Re: *Text Amendment T24-01. Amendment to Chapter 26, Zoning, Article X, Industrial District Regulations, Sec. 10.2, Heavy Industrial District*

Text Amendment to *Chapter 26, Zoning, Article X, Industrial district Regulations, Sec. 10.2, Heavy Industrial District*, to add “Automotive storage yards and wrecker service” as a permitted use.

This use is an allowed use in the Light Industrial zoning district, but not in Heavy Industrial. The applicant is requesting the amendment to *Sec. 10.2.2 (A) Permitted Uses*, so that he may operate his towing service company at 135/ 137 Wansley Dr., zoned Heavy Industrial, H-I.

The proposed ordinance amendment is attached.

Staff is not opposed to the amendment.



- Legend**
- Parcels
 - Structural Numbers
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
 - Roads
 - Cartersville Zoning
 - AG
 - DBD
 - G-C
 - G-C*
 - H-I
 - H-I*
 - L-I
 - L-I*
 - M-U
 - M-U*
 - MF-14
 - MF-14*
 - MN
 - O-C
 - O-C*
 - P-D
 - P-D*
 - P-I
 - P-S
 - P-S*
 - R-10
 - R-10*
 - R-15
 - R-15*
 - R-20
 - R-20*
 - R-7
 - R-7*
 - R-D
 - RA-12
 - RA-12*

Applicant's business location.
135 Wansley Dr.

Parcel ID C031-0003-015 **Alternate ID** 35802
Sec/Twp/Rng n/a **Class** Industrial
Property Address 137 WANSLEY DR **Acreage** 1.01
District Cartersville
Brief Tax Description LL 242-243 D 4 LOT 23 WANSLEY
(Note: Not to be used on legal documents)

Owner Address DUNCAN PR *Meeting: February 1, 2024 Item6.*
18 ARDMORE CIR
CARTERSVILLE, GA 30120

Date created: 1/4/2024
Last Data Uploaded: 1/3/2024 9:51:57 PM

Developed by  Schneider
GEO SPATIAL

**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

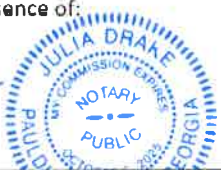
Case Number Meeting: February 1, 2024 Item 6.
Date Received: 11/27/23

Public Hearing Dates:

Planning Commission 1-9-2024 5:30pm 1st City Council 1-18-2024 7:00pm 2nd City Council 2-1-2024 7:00pm

APPLICANT INFORMATION

Applicant <u>Darrell Simpson</u> <small>(printed name)</small>	Office Phone <u>470-586-2052</u>
Address <u>135 Wansley Dr</u>	Mobile/ Other Phone <u>"</u>
City <u>Cartersville</u> State <u>GA</u> Zip <u>30121</u> Email <u>SimpsonTowing LLC@gmail.com</u>	
Representative's printed name (if other than applicant)	Phone (Rep) _____
	Email (Rep) _____
Representative Signature _____	Applicant Signature <u>[Signature]</u>
Signed, sealed and delivered in presence of:	My commission expires:
<u>[Signature]</u> Notary Public	



1. Existing Text to be Amended:

Article X, Section 10.2.2, Subsection A

Existing Text Reads as Follows: Does not allow Automotive Storage Yards + wrecker Service.

2. Proposed Text:

Proposed Text Reads as Follows: Allow Automotive Storage Yards + Wrecker Service as allowed use in H-I district.

(Continue on additional sheets as needed)

3. Reason(s) for the Amendment Request: I am a small business owner that had to relocate from crowth, I was under the impression that HI included everything LI did and then some. I have already signed a 3 year lease and installed a fence. My business hours would be from 8:00am to 5:00 pm, and I would not be making any noise
 (Continue on additional sheets as needed) Please take this application into consideration

**REQUIREMENTS FOR FILING
 AN APPLICATION FOR TEXT AMENDMENT(S)
 CITY OF CARTERSVILLE, GA**

Completed applications must be submitted to the City of Cartersville Planning & Development Department, located at 10 N. Public Square, 2nd Floor. Cartersville, GA 30120.

Requirements

1. **Completed Application:** Include all signatures. Complete items 1, 2 and 3.
2. **Filing Fee:** A non-refundable filing fee of \$400.00 must accompany the completed application.
3. **Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of \$30.00 which covers the cost of the newspaper ad.
4. **Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 4** above:
 - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

10.1.1. *L-I district scope and intent.* Regulations in this section are the L-I district regulations. The L-I district is intended to provide locations and land areas for the development of industrial and business parks and uses which meet the needs of processing, manufacturing, fabricating, and warehousing, research, related office uses, and other uses as further described in section 3.1.20 of this chapter.

Light manufacturing establishments shall consist of any manufacturing establishment which does not use water in the manufacturing operation either for processing, cooling, or heating and which shall emit no smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed.

Manufacturing establishments which use limited water in the manufacturing operation either for processing, cooling, or heating; or which emit smoke, noise, odor, dust, vibrations, or fumes beyond the walls of the building in which housed shall not be allowed, except with approval of a special use in accordance with standards further described in section 16.4.9.

10.1.2. *Use regulations.* Within the L-I district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as allowed shall not be permitted.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Adult entertainment establishments (SU).*
- Amateur radio transmitter.
- • Automotive storage yards and wrecker service.
- Aviation airports.
- Bus stations.
- Brewery (SU if accessory tasting room is included).*
- Brewpub.
- Cheerleading/gymnastics facilities and indoor athletic training facilities.
- Clinic or hospital, animal.
- Clubs or lodges (noncommercial) (SU).*
- Construction contractors: general contractors, heavy equipment contractors, and special trade contractors (including, but not limited to, construction subcontractors, engineers, architects, and land surveyors).
- Distillery (SU if accessory tasting room is included).*
- Distribution.
- Indoor firing range.
- Indoor recreation facilities.

- Manufacturing.
- Microbreweries (SU).*
- Offices.
- Outdoor golf driving ranges.
- Parking lots.
- Processing.
- Public utility facilities.
- Radio, television, or other communication towers.
- Religious institutions (SU).*
- Repair garage, automotive (no outdoor storage of inoperable and/or dismantled vehicles).
- Repair garage, heavy equipment (no outdoor storage of inoperable and/or dismantled trucks and equipment).
- Research facilities.
- Schools, private (SU).*
- Tattoo/body piercing parlors (SU).*
- Taxi stands.
- Truck terminals.
- Warehousing.
- Wholesale trade and distribution.

* Special use approval required.

B. *Accessory uses.* Structures and land may be used for uses customarily incidental to any permitted use.

10.1.3. *Development standards.*

- A. *Height regulations.* Buildings shall not exceed a height of forty-five (45) feet or three and one-half (3½) stories, whichever is higher.
- B. *Front yard setback:* Twenty (20) feet.
- C. *Side yard setback:* Fifteen (15) feet.
- D. *Rear yard setback:* Twenty (20) feet.
- E. *Minimum lot area:* None.
- F. *Minimum lot frontage:* One hundred ten (110) feet adjoining a street.
- G. *Minimum lot width at the building line:* One hundred (100) feet.
- H. *Rail access.* Railroad spurs and service rails in industrial parks shall be permitted only within the side and rear yards.

- I. *[Front facade.]* The front facade of metal buildings constructed or placed and all portions of the building that face public road right-of-way, shall be finished with brick, stone, or hard-coat stucco.
- J. *Minimum buffer requirements.* In addition to required setbacks, a minimum thirty-five-foot wide buffer, ten (10) feet of which can be within required setback, and a fifteen-foot wide buffer adjacent to all other districts other than residential, L-I and H-I, shall be required along all property lines which abut a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.
- K. *Accessory structure requirements.* See section 4.9 of this chapter.

10.1.4. *Other regulations.* The headings below contain additional, but not necessarily all provisions applicable to the L-I district.

- City of Cartersville Landscaping Ordinance.
- City of Cartersville Sign Ordinance.

(Ord. No. 01-13, § 12, 1-3-13; Ord. No. 29-13, § 1, 12-5-13; Ord. No. 09-16, § 1, 4-7-16; Ord. No. 09-16(Corrected), § 1, 4-7-16; Ord. No. 02-18, § 6, 1-18-18; Ord. No. 34A-18, § 6, 12-6-18)

Sec. 10.2. - H-I Heavy industrial district.

10.2.1. *H-I district scope and intent.* Regulations in this section are the H-I district regulations. The H-I district is intended to provide locations for a full range of manufacturing, processing, terminal and warehousing uses, salvage yards, closely related activities, and other uses as further described in section 3.1.21 of this chapter.

10.2.2. *Use regulations.* Within the H-I district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as allowed shall not be permitted.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Amateur radio transmitter.
- Aviation airports.
- Brewery (SU if accessory tasting room is included).*
- Brewpub.
- Bus stations.
- Cheerleading/gymnastics facilities and indoor athletic training facilities (SU).*
- Clinic or hospital, animal.
- Construction contractors: general contractors, heavy equipment contractors, and special trade contractors (including, but not limited to, construction subcontractors, engineers, architects, and land surveyors).
- Distillery (SU if accessory tasting room is included).*

- Distribution.
- Indoor recreation facilities (SU).*
- Manufacturing, processing, warehousing, distribution, and research facilities.
- Microbreweries (SU).*
- Offices.
- Parking lots.
- Public utilities facilities.
- Radio, television, or other communication towers.
- Research facilities.
- Salvage yards (SU).*
- Trash transfer stations (SU).*
- Truck terminals.
- Wholesale trade and distribution.

[* Special use approval required.]

- B. *Accessory uses.* Structures and land may be used for uses customarily incidental to any permitted use.

10.2.3. *Development standards.*

- A. *Height regulations.* No structure shall exceed fifty (50) feet in height.
- B. *Front yard setback:* Twenty (20) feet.
- C. *Side yard setback:* Fifteen (15) feet.
- D. *Rear yard setback:* Twenty (20) feet.
- E. *Minimum lot area:* None.
- F. *Minimum lot frontage:* One hundred seventy-five (175) feet adjoining a street.
- G. *Minimum lot width at the building line:* One hundred (100) feet.
- H. *Minimum buffer requirements.* In addition to required setbacks (except where abutting a railroad right of way) there shall be a fifty-foot wide buffer along all property lines which abut a residential district or use and a fifteen-foot wide buffer shall be required along all property lines abutting a nonresidential district other than the H-I district. Said buffers shall provide a visual screen in accordance with section 4.17 of this chapter. (Salvage yards see section 10.2.3.K. of this chapter.)
- I. *Accessory structure requirements.* See section 4.9 of this chapter.
- J. *Other required standards.*

1.

No use shall be allowed that exceeds state and federal guidelines for allowable emissions and effluents into the air, water and soil.

Meeting: February 1, 2024 Item 6.

2. No use shall be allowed that creates unabated noise creating a nuisance as defined under Georgia law.

10.2.4. *Other regulations.* The headings below contain additional, but not necessarily all provisions applicable to uses allowed in the H-I district.

- City of Cartersville Landscaping Ordinance.
- City of Cartersville Sign Ordinance.

(Ord. No. 01-13, § 13, 1-3-13; Ord. No. 02-18, § 7, 1-18-18; Ord. No. 34A-18, § 7, 12-6-18; Ord. No. 05-21, § 1, 1-7-21)

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 26 – ZONING. ARTICLE X. - INDUSTRIAL DISTRICT REGULATIONS. SEC. 10.2. - H-I HEAVY INDUSTRIAL DISTRICT, SUBSECTION 10.2.2 USE REGULATIONS, is hereby amended as follows:

1.

By adding a new definition to Permitted Uses as follows:

10.2.2 Use Regulations.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Automotive storage yards and wrecker service.

2.

All other existing provisions of Section 10.2 not changed herein, shall remain as is.

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 and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: January 18, 2024

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____

JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Resolution
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Annual Adoption of CIE/CWP
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan because we collect said impact fees and/or have an adopted impact fee ordinance. As you are aware, we held the required public hearing for the updated information on December 21, 2023, and Council also approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They have approved the document, and we are required to formally adopt it.</p> <p>Staff recommends approval of this resolution.</p>
LEGAL:	N/A

Capital Improvements Element 2023 Annual Update:

Financial Report & Community Work Program

City of Cartersville, GA
AS ADOPTED 02/01/2024

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on the Cartersville Capital Improvements Element, as adopted by the City in

October, 2006 last modified January 2023.

Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 6).

The City’s fiscal year runs from July 1 to June 30.

Schedule of Improvements

In addition to the financial report, the City has prepared a five-year schedule of improvements—a

community work program (CWP)—as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Community Work Programs annually.”¹

According to DCA’s requirements,² the CWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document, beginning on page 7.

¹ Note that the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2)(c)(i).

² Chapter 110-12-1-.05(2)(c)(i).

**IMPACT FEES FINANCIAL REPORT – CITY OF CARTERSVILLE, GA
Fiscal Year 2023**

Cartersville, GA		Annual Impact Fee Financial Report - Fiscal Year 2023						
Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Administration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance June 30, 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Collected (July 1, 2022 through June 30, 2023)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal: Fee Accounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income July 1, 2022 through June 30, 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fee Fund Balance June 30, 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Encumbered	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00

SCHEDULE OF IMPROVEMENTS

**The City of Cartersville amended its “Impact Fee” fee schedule to a maximum \$0.00 for all categories (units of measurement and land-use category) on September 3, 2009. All funds to that point have been properly reported in accordance with Impact Fee Financial Reporting Guidelines as can be viewed in the 2009 and 2010 financial reports. If/when a new fee schedule is established, project costs and schedule of improvements will be re-evaluated*

Public Facility:		Library						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Collection Materials	2007	2007	\$117,492.02	97.4%	\$114,429.35	\$0.00	\$0.00	Delayed from 2007
Collection Materials	2008	2008	\$69,321.54	97.4%	\$67,516.99	\$0.00	\$0.00	
Collection Materials	2009	2009	\$71,527.08	97.4%	\$69,664.32	\$0.00	\$0.00	
Collection Materials	2010	2010	\$73,485.48	97.4%	\$71,564.73	\$24,640.16	\$0.00	
Collection Materials	2011	2011	\$76,177.57	97.4%	\$74,198.35	\$0.00	\$0.00	
Collection Materials	2012	2012	\$78,377.17	97.4%	\$76,339.89	\$29,393.45		
Collection Materials	2013	2013	\$80,819.77	97.4%	\$78,724.32	\$0.00		
Collection Materials	2014	2014	\$83,780.63	97.4%	\$81,597.59	\$0.00		
Collection Materials	2015	2015	\$85,728.23	97.4%	\$83,487.48	\$0.00		
Collection Materials	2016	2016	\$89,175.01	97.4%	\$86,846.43	\$0.00		
Collection Materials	2017	2017	\$91,608.34	97.4%	\$89,221.83	\$0.00		
Collection Materials	2018	2018	\$94,529.75	97.4%	\$92,085.01	\$0.00		
Collection Materials	2019	2019	\$97,723.71	97.4%	\$95,191.53	\$0.00		
Collection Materials	2020	2020	\$100,669.73	97.4%	\$98,050.34	\$0.00		
Collection Materials	2021	2021	\$104,103.45	97.4%	\$101,396.58	\$0.00		
Collection Materials	2022	2022	\$106,768.72	97.4%	\$104,004.08	\$0.00		
			\$1,421,288.21		\$1,384,318.81	\$54,033.61	\$0.00	

Public Facility:		Fire Protection						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
New Station 4 (7,000 sf)	2007	2008	\$1,120,000.00	97.3%	\$1,089,585.42	\$0.00	n/a	To be paid by Carter Grove through agreement
Station 1 Relocation (15,000 sf)	2010	2011	\$2,625,000.00	3.3%	\$87,500.00	\$117,475.74	\$0.00	
Station 3 Relocation (7,000 sf)	2015	2016	\$1,225,000.00	14.3%	\$175,000.00	\$0.00		
New Station 5 (7,000 sf)	2021	2022	\$1,365,000.00	100.0%	\$1,365,000.00	\$0.00		
Heavy Vehicle	2007	2007	\$275,000.00	100.0%	\$275,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2007	2007	\$750,000.00	100.0%	\$750,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2021	2021	\$275,000.00	100.0%	\$275,000.00	\$0.00		
			\$7,635,000.00		\$4,017,085.42	\$117,475.74	\$0.00	

Public Facility:		Police Department						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Facility Space (8,400 sf)	2018	2019	\$1,470,000.00	99.4%	\$1,460,950.20	\$85,694.34	\$0.00	
			\$1,470,000.00		\$1,460,950.20	\$85,694.34	\$0.00	

Public Facility:		Parks & Recreation						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Future Park A (50 acres)	2012	2012	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Future Park B (50 acres)	2018	2018	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
3 Track/Trails	see	remarks	\$690,000.00	96.7%	\$667,000.00	\$49,433.59	\$0.00	start date tba
2 Tennis Courts	see	remarks	\$100,460.06	100.0%	\$100,460.06	\$0.00		start date tba
2 Playgrounds	see	remarks	\$320,000.00	100.0%	\$320,000.00	\$0.00		start date tba
			\$4,110,460.06		\$4,087,460.06	\$49,433.59	\$0.00	

Public Facility:		Road Improvements						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Douthit Ferry (widening)	tba	tba	\$750,000.00	100.0%	\$750,000.00	\$31,039.18	n/a	To be paid by Carter Grove through agreement
Terrell Drive (turn lane)	tba	tba	\$166,600.00	50.0%	\$83,300.00	\$0.00	\$0.00	
Center Road (widening)	tba	tba	\$498,225.00	100.0%	\$498,225.00	\$0.00		
			\$1,414,825.00		\$1,331,525.00	\$31,039.18	\$0.00	

2024-2028 COMMUNITY WORK PROGRAM CITY OF CARTERSVILLE, GA

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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Economic Development

<p>Continue to participate in the BCJDA and BC2JDA, equally with the County, and implement applicable components of the Economic Development Strategy, including:</p> <ol style="list-style-type: none"> 1. Retain / Expand Existing Industries & Attract New Ones 2. Improve Tax Digest per FTE 3. Develop Industrial Property 4. Implement the Comprehensive Financing & Administrative Plan 5. Support Workforce & Community Development 	X	X	X	X	X	n/a	General Fund	Bartow-Cartersville Joint Development Authority (BCJDA), Bartow-Cartersville Second Joint Development Authority (BC2JDA) City Council, Commissioner,
<p>Support collaboration among secondary and post-secondary education partners with each other and with employers, in regard to specialized job training programs and venues.</p>	X	X	X	X	X	n/a	General Fund	BCJDA, Chamber

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue to work with the Downtown Development Authority in the redevelopment of properties and attraction of businesses in the downtown. Retail recruitment through Cartersville Electric contracted recruitment services	X	X	X	X	X	n/a	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Electric/Electric Cities of GA, BCJDA
Market downtown as a destination specialty shops, restaurants and museums to draw people downtown	X	X	X	X	X	variable	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Bartow CVB

Natural and Historic Resources

Update Historic Preservation Design Standards	X					n/a (in house)	General Fund	City Council, Planning
Update Historic Resource Survey	X	X				TBD	General Fund, Grant	City Council, Planning
Continue to monitor the status of inventoried historic structures and properties located outside of the protected historic districts	X	X	X	X	X	n/a	General Fund	City Council, Planning,
Continue to support the restoration of original historic facades and buildings. Review and consider all available funding resources for historic preservation.	X	X	X	X	X	n/a	Grants, Private development	City Council, Planning

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Develop a 5-Year Capital Improvements Plan, which includes a schedule and budget for new facilities, maintenance and operation expenses, and a replacement plan for aging infrastructure within the City, based on adopted population and employment forecasts, and Levels of Service	X	X	X	X	X	n/a	General Fund	City Council

Public Works

Develop a long-range comprehensive transportation plan	X					Per MPO allotment	MPO	MPO Policy and Technical committees
City-wide road projects - milling and resurfacing	X	X	X	X	X	\$1,300,000	SPLOST/LMIG	Public Works
Douthit Ferry Rd. improvements – road widening from SR 61/113 to Old Alabama Rd. (4 lane with median)(Right-of-way acquisition and utility relocation)			X	X		\$11,350,000	2020 SPLOST	Public Works
Equipment replacement	X	X	X	X	X	Variable	General Fund	Public Works

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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Stormwater Division

MS4 Compliance	X	X	X	X	X	\$50,000/yr	General Fund, Stormwater Revenue	Stormwater Division
Railroad Ditch Improvements	X	X	X	X	X	\$100,000	General Fund, Stormwater Revenue	Stormwater Division
Terrell Heights Drainage	X					\$1,800,000	ARPA	Stormwater Division
Erwin-Leake Street Pipe Upgrade	X	X				\$600,000	ARPA	Stormwater Division
Pipe Liner Project	X	X				\$350,000	ARPA	Stormwater Division
Erwin Street Ditch Stabilization		X				\$1,200,000	ARPA	Stormwater Division
West Ave Culvert Removal			X			\$600,000	ARPA	Stormwater Division
Downtown Flood Study		X				\$50,000	Stormwater Revenue	Stormwater Division

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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Fire Department

Analyze current services and locational aspects of police, fire, libraries and medical services to determine appropriate densities in appropriate locations.	X	X	X	X	X	n/a	General Fund	City Council, Fire and Police Departments
Construct and place into operation Station #5/Cartergrove		X				\$8,500,000	Undetermined	City Council, Fire Department

Police Department

Demo existing building at firing range and build new training building	X	X				\$1,000,000	SPLOST	Police Department
Replace police patrol units – on going	X	X	X	X	X	\$550,000	Federal asset forfeiture funds/General Fund	Police Department
Purchase a Bearcat Armored Vehicle	X					\$320,000/yr	SPLOST	Police Department
Replace ALL Protective vests - ongoing	X	X	X	X	X	\$10,000/yr	General Fund	Police Department

Library

Collection Materials	X	X	X	X	X	\$552,438	General Fund	Library
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Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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Parks & Recreation

Develop Northside park land & development		X	X	X		\$2,825,000	2020-SPLOST	Parks and Recreation
Douthit Ferry boat launch at Sam Smith Park	X					\$238,000	General Fund	Parks and Recreation
Restrooms/Pavilion @ Pine Mt. Recreation Area – West Trailhead		X				\$150,000	General Fund/Grant	Parks and Recreation
Restroom/Pavilion @ Leake Mounds Trailhead		X				\$150,000	General Fund/Grant	Parks and Recreation
Dellinger Park Perimeter Fence Replacement				X	X	\$100,000	General Fund	Parks and Recreation
Dellinger Park Tennis Courts renovation/resurfacing Resurfacing complete 23, Renovation to be completed in 24.	X					\$350,000	General Fund/Park Bond	Parks and Recreation
Implement the Parks and Recreation Master Plan	X	X	X	X	X	n/a (implementation is cumulative from stated projects in STWP list)	General Fund, GDOT Grant, Park Bond	Parks and Recreation
Cartersville Sports Complex Field Lighting (f#3 & F#4)	X					\$250,000	Park Bond	Parks and Recreation

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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School System

Develop a school expansion plan based on adopted forecasts of population which coordinates new facilities and residential permits.	X	X	X	X	X	n/a	School Board	Cartersville School System
Continue to monitor all facilities (not just school buildings) and make necessary adjustments, new additions, etc. to bring all facilities up to date. Review and consider all available funding resources for these facility updates/upgrades.	X						School Board	Cartersville School System

Electrical Utilities

Require a utility capacity analysis if a proposed development will severely impact adjacent or system-wide capacity	X	X	X	X	X	n/a	n/a	Electric Utility/MEAG
Area Lighting upgrades to LED	X	X	X	X	X	\$90,000/YR,avg	Electric Revenue	Electric Utility
Vehicle Replacement	X	X	X	X	X	\$1,000,000	Electric Revenue	Electric Utility
Beauflor Expansion	X					\$100,000	Electric Revenue	Electric Utility
New Highland 75 Customer		X	X			\$300,000	Electric Revenue	Electric Utility

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Electric System Study			X			\$60,000	Electric Revenue	Electric Utility
Advanced Metering Infrastructure (AMI)	X	X				\$1.7M	Electric Revenue & Reserves	Electric Utility
Underground Cable Relocation – Cass White RD			X			\$20,000	Electric Revenue	Electric Utility
Various reconductoring projects to upgrade older lines and poles to current standards	X	X	X	X	X	\$15,000/YR	Electric Revenue	Electric Utility
Main St/Center Rd. tie-line	X	X	X			\$235,000	Electric Revenue	Electric Utility
Tie line from substation #4 to Substation #12			X			\$105,000	Electric Revenue	Electric Utility
HPS to LED street lighting conversion	X	X	X	X	X	\$145,000/YR	Electric Revenue	Electric Utility
Electric Utility Headquarters Renovation	X					\$1.6	Electric Reserves	Electric Utility

Gas Utilities

Cassville-White Road Widening: I-75 to Old Grassdale Road (Bartow County) - 4" HP steel relocation		X				\$100,000	Gas Revenue	Gas System
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Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Toyo Tire North America/Zion Road Development Area: Great Valley Parkway to Pettit Creek - 8" HP steel extension	X	X	X	X	X	\$500,000	JDA Funds	Gas System
Rowland Springs Road P.E. Extension - 6" P.E. extension, Dean Road to McCaskey Creek Road			X			\$35,000	Gas Revenue	Gas System
Gilreath Road/Peeples Valley Road 6" HP Loop			X			\$75,000	Gas Revenue	Gas System
CS/1054/Douthit Ferry Rd from Old Alabama Rd to CS SR61/SR113 CSSTP-0007-00(494)				X		\$350,000	Gas Revenue	Gas System
Bridge replacement of CS 963/Sugar Valley Rd at Nancy Creek 0016596	X					\$150,000	Gas Revenue	Gas System
Grassdale Rd from SR3/SR 20 0016628	X					\$75,000	Gas Revenue	Gas System
Rome-Cartersville Development Corridor 0013238		X				\$640,000	Gas Revenue	Gas System
GDOT Road Relocations	X					\$125,000	Gas Revenue	Gas System
District Regulating Station Renewals	X	X	X	X	X	\$125,000	Gas Revenue	Gas System

Water & Sewer Department

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Replace Kohl's High Pressure Pump Station	X					\$2,800,000	Water & Sewer Revenue, Debt	Water & Sewer Department
12" Water Main – Jones Mill to Pine Vista (1.5 miles)					X	\$3,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Crestwood S/D				X		\$2,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Jordan Pines					X	\$1,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
High Pressure System Loop Completion		X				\$1,700,000	Water & Sewer Revenue, Debt	Water & Sewer Department
West Avenue Water Main Replacement			X			\$3,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Downtown Water Main Replacement – Phase 2				X		\$2,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Continue loop of City with 36" line from Old Mill to Mission Rd.			X	X		\$30,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Water line – Replace old 10" on Cherokee from Erwin Street to Cassville Road (~2,000 ft) with 12"				X		\$850,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Fire Hydrant Replacement Program	X	X	X	X	X	\$20,000/YR	Water & Sewer Revenue, Debt	Water & Sewer Department

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Water meter change out (AMI)	X	X				\$4,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace asbestos cement main from Zena Dr to County Meter Pit (~2,000 feet – 12")			X			\$750,000	Water & Sewer Revenue, Debt	Water & Sewer Department
New Water Dept. Office/Lab Complex	X					\$12,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Water Pollution Control Plant Capacity	X	X	X	X		\$200,000,000	Revenue Bonds	Council, Water & Sewer Department
WTP Lagoon Dredge	X					\$3,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Sewer Inflow & Infiltration Elimination Program	X	X	X	X	X	\$60,000/YR	Water & Sewer Revenue, Debt	Council, Water & Sewer Department
Water Treatment Plant Capacity Expansion	X	X	X	X		\$90,000.000	Revenue Bonds	Council, Water & Sewer Department

Housing

Pursue opportunities with the Etowah Area Consolidated Housing Authority as a partner in the creation of affordable housing	X	X	X	X	X	n/a	Housing Authority Budget	Housing Authority
Pursue opportunities for partnerships with non-profit agencies in the creation of affordable housing opportunities	X	X	X	X	X	n/a	General Fund	City Council

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Increase code enforcement within targeted neighborhoods of the City	X	X	X	X	X	n/a	General Fund	Planning
Address crime concerns in selected neighborhoods – on going	X	X	X	X	X	variable	General Fund	Police Dept
Continue to implement the mechanisms in place to foster the development of alternative forms of housing, such as mixed-use zoning, overlay districts, supplemented by the Character Area objectives and design guidelines	X	X	X	X	X	n/a	General Fund	City Council, Planning
Support the initiatives, projects and activities developed through the Georgia Initiative for Community Housing committee.	X	X	X	X	X	n/a	General Fund	City Council

Land Use

Update land use and zoning maps	X	X	X	X	X	\$3,000/year	General Fund	Planning, GIS
Follow up on Hotel/motel code enforcement compliance	X	X	X	X	X	n/a	General Fund	Planning
Investigate opportunities to increase housing in the downtown area	X					n/a	General Fund	City Council, Planning
Identify strategies and recommended improvements as outlined in the adopted 2010 Urban Redevelopment Plan for North Towne, North west Industrial and South Industrial areas	X					n/a	General Fund	City Council, Planning

Project Description	2024	2025	2026	2027	2028	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Refine, and create an Overlay District for the Tennessee Street Corridor	X	X				\$200,000	General Fund and/or Transp.grant	City Council, Cartersville Bartow MPO
Develop a public art program, and identify streetscape, lighting and associated elements design opportunities throughout the City, for civic facilities, public spaces and into roadway design.	X					variable	Grants, General Fund	DDA, City Council,
Create gateway features to highlight the entrances to special places and a strong identity program for unique historical resources, street signs with neighborhood names, and destination signs pointing to and from points of interest	X	X	X	X	X	variable	General Fund	City Council, DDA
Continue "Quiet Zone" efforts.	X	X				\$2,500,000	2020 SPLOST	Engineering, DDA, Council

Resolution No.

ADOPTION RESOLUTION

Capital Improvements Element

WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element and Community Work Program; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on December 21st, 2023 at 7:00 p.m. in the City Council meeting room at Cartersville City Hall; and

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached hereto and incorporated herein as Exhibit “A” as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED THIS DAY, THE 1st OF FEBRUARY, 2024.

Mayor, City of Cartersville, Georgia

ATTEST:

City Clerk, Julia Drake



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	CivicPlus Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	This updated agreement with CivicPlus restructures the billing schedule for Municode Codification of approved ordinances. It is recommended for approval.
LEGAL:	N/A



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-55616-1
10/23/2023 5:22 PM
CARTERSVILLE,
GEORGIA

Product Name	DESCRIPTION	QTY	TOTAL
Tri-Annual Print Supplementation Service Included	Print Schedule - 1, 5, 9	1.00	USD 0.00
Full-Service Supplementation Subscription	Full Service Supplementation Subscription	1.00	USD 7,214.40
MuniDocs Subscription: 100+ GB Renewal	Municode MuniDocs Renewal	1.00	USD 420.00
Annual Recurring Supplement Services - Initial Term			USD 7,634.40
Annual Recurring Supplement Services - (Subject to Uplift)			USD 7,634.40

1. This Statement of Work ("SOW") is between Cartersville Georgia ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.

2. This SOW shall begin on 4/1/2024 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

Acceptance

Meeting: February 1, 2024 Item8.

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in the SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

Attest:

By:

Name:

Title:

Date:

Seal:

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.

1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.

2. Limitations of Services. Annual Recurring Supplement Service does NOT include:

- Additional copies, reprints, binders, and tab orders;
- Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;
- Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements;
- Legal work, creation of fee schedules, gender-neutral review/implementation, external linking;
- Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
- Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.
- The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
- Online Code hosting and online features, this is listed separately.

For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.

3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.

4. Term and Termination. This Agreement shall have full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.

5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.

6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.

9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.

10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

Contact Information

Meeting: February 1, 2024 Item8.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Contracts and Agreements
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Development of 10-year Master Plan for Parks and Recreation
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Cartersville Parks and Recreation Department is seeking approval for CPL Architecture, Engineering and Planning to develop a 10-year Master Plan. Parks and Rec released the RFQ on January 10, 2024, and reviewed the packages on January 23, 2024.</p> <p>The objective of the Parks and Recreation Master Plan is to express the community’s objectives, needs and priorities for leisure space, programs, services, and facilities. This plan will act as a guide for local policy formulation, decisions and discussion-making process for future Parks and Recreation Department green space and programs, to meet the needs of the residents of Cartersville. The scope of work is attached.</p> <p>We received three proposals in total. AEI based out of Acworth, Georgia for \$120,000.00. Brandsetter Carroll INC based out of Lexington, Kentucky for \$129,500.00, and CPL Architecture, Engineering and Planning based out of Woodstock, Georgia for \$117,950.00.</p> <p>After evaluating the proposals, the Parks and Recreation Director recommends using CPL to develop the 10-Year Master Plan. This request was not budgeted, but funds are available in the General Fund.</p>
LEGAL:	Reviewed by Archer and Lovell

Scope of Work for the 10 Year Parks and Recreation Master Plan

1. Community Profile:

Research and identify unique qualities, geography, demographics, and trends specific to the Cartersville community that will affect Master Plan considerations for the future.

2. Inventory and Assessment- Parks System Resources:

- A. Develop strategies and information needs with staff, then prepare and conduct a scientific community-wide needs assessment (including public opinion profile) and other public input surveys to determine current interests and levels of park use, future parks development needs and interests, public priorities and willingness to support different funding levels and funding options now and in the future; identify and discuss major issues/concerns specific to Cartersville; survey process should be statistically valid and meet professional standards;
- B. Evaluate community access to parks, facilities, and services; establish local planning guidelines and standards based on state and national standards for adequate access to recreation facilities and parks (consider pertinent park types i.e.: neighborhood, community, regional as well as greenways, open space, and parkland corridors); prepare an analysis of existing and future neighborhood areas, projected service populations, and parkland allocation recommendations within the anticipated urban growth boundary over a ten-year period based on growth, transportation, and safety; identify and discuss current and anticipated access issues including barriers to participation; make specific recommendations addressing access solutions and future needs including park land acquisition and development;
- C. Identify, inventory, and rank unique natural and other open space resources for potential park system acquisition and/or parks development including “trail networks,” re-evaluate the “criteria for park land acquisition” policy which defines acquisition priorities, satisfies long range maintenance objectives, and accomplishes parks system master plan goals and implementation schedules toward establishing an integrated network of park resources and facilities within the fiscal limitations of the community;
- D. Review Cartersville’s current planning and economic development ordinances pertinent to parks development issues; propose amendments and/or new ordinances as needed to accomplish parks development goals and objectives; and
- E. Provide evaluation and analysis of current management and operations practices giving specific attention to parks maintenance and staffing with recommendations pertinent to future growth of parklands. Continued consideration should be given to parkland buildings and facilities, and related services. Project cost-effective funding levels necessary to adequately sustain recommended levels of maintenance and service in these areas. GRPA and/or NRPA “levels of maintenance standards” should be used to help define recommendations.

3. Inventory and Assessment: (Recreation Programs and Services)

- A. Inventory available recreation programs, recreation facilities, and related services;
- B. To work with staff to evaluate existing levels of recreation program services and determine adequacy of current recreation opportunity for all city residents. Includes community center, activities, programs and services;
- C. Conduct a scientific community-wide needs assessment (can be combined w/parks assessment) to determine current levels of participation, and public satisfaction with existing programs, recreation facilities, and services. Determine public interests, desires, expectations, and priorities for the future including the public's willingness to fund expanded programs and services. Project future participation trends, needs, and issues of "equitable distribution of service, additional parks feature and opportunity" for all ages and income levels. Survey process should be statistically valid and meet professional standards;
- D. Identify specific areas of public need and community interest with regard to program types (sports, outdoor, aquatic, cultural arts, special events, etc.) and populations served (children, teens, adult, senior, and family, disabled. Include issues of ethnic diversity);
- E. Analyze and discuss access and opportunity to participate in programs and services with regard to daily/weekly time-frames and schedules, seasonal adjustments and other factors affecting participation choices. Make recommendations to improve planning and scheduling effectiveness to maximize opportunity and participation; and
- F Review and evaluate current public relations, publicity, marketing, and other promotional efforts to determine effectiveness within the community. Recommend cost effective methods and practices that will improve public awareness of programs and services.

4. Funding:

- A. Provide a thorough analysis of existing funding practices, sources of funds, and funding levels for both "parks and facilities" and "recreation programs and services;"
- B. Project long-range funding levels required to support Master Plan goals and objectives relative to anticipated growth, development, and long-term maintenance; describe methodologies and models used to determine projected costs;
- C. Identify new or alternative sources of funds that might reasonably be developed to supplement existing funding methods; Identify and discuss new funding practices (i.e.: inter-agency or public-private partnerships, other) that might present long-term funding stability; and

- D. Recommend a long-term funding strategy(s) that combines and incorporates a diversity of funding options and techniques that will effectively support and achieve Master Plan goals and objectives for both parks development and recreational services.

5. Community Involvement:

Involve as many Cartersville residents in the development of the Master Plan as possible. To encourage community-wide involvement, utilize several public input methodologies (neighborhood meetings, community forums, questionnaires, presentations, focus groups, newsletters, displays, and telephone surveys). *Public involvement is a critical component to the study.*

6. Comparative Analysis:

- A. Compare findings and recommendations for Cartersville to recognized national and state standards as well as adopted “levels of service” from similar size cities in Georgia.
- B. Based on citizen input and community profile, identify and address major issues, concerns, and challenges specific to Cartersville that will affect parks, open space, and recreation service decisions now and in the future.
- C. Propose parks, recreation, and open space recommendations that are progressive while remaining prudent for communities with like resources.

7. Master Plan Document:

- A. Compile findings and recommendations from above study components into one or more documents, which together identify community priorities and define Cartersville’s comprehensive Park, Recreation, and Open Space Master Plan for the future (10 yrs.).
- B. A separate “executive summary” of the Master Plan report shall be provided. An executive summary narrative will be included within all study component documents.
- C. A separate plan and design for Sam Smith Park using the findings and conclusions in the Master Plan. This would not include design documents, but a concept design of the property.

The Master Plan shall include:

A long-range vision for the Cartersville Parks and Recreation Department including specific goals and priorities that incorporate all findings from each of the above study components and particularly reflect community interest and significant levels of support based on survey results;

A well defined, long-range plan for an integrated network of parks, community facilities, bikeways, open spaces, and recreational corridors for the future; community parks and facilities resource maps that graphically identify the existing and proposed components of this system

(this should include identification of park types, future acquisition and development plans, solutions addressing neighborhood and community access issues; and guidelines and proposals for creative uses of floodplain and/or other unique natural areas for low intensity recreation, resource protection, trails, connecting corridors, etc.)

A framework for maximizing citizen use and enjoyment of existing parks, facilities, and recreation services.

A framework for meeting future needs and achieving long-range parks system development and recreation program services goals.

A specific action plan for the next 10 years that implements standards, guidelines, policies, and recommendations of the Master Plan, particularly the Capital Improvement Plan (CIP) for parks system development. This plan should also address administration and management as well as maintenance and operations for both parks development and recreation program services.

Specific funding recommendations and strategies which support immediate (5yrs.) and long range (10 yrs) parks development and recreation program development needs while responding to the community's attitudes and priorities as identified in the survey instrument. Recommendations should be based on specific cost projections identified under parks development goals (particularly the CIP) and projected growth of and demand for recreational services.

Maintenance and operations standards and guidelines for providing quality, safe and cost-effective maintenance operations, and practices. Determine funding and staffing levels required commensurate with maintenance and operations responsibilities.

Recommendations for improved public relations and communications to maximize community awareness and utilization of Parks and Recreation Department programs services.

Firms submitting proposals are encouraged to revise and improve the request for proposal, including the work items as necessary, and to make subsequent modifications to the proposal before submission, as a demonstration of their expertise and competence with quality consulting work and procedures.

General Requirements of Consultant

PUBLIC/STAFF INVOLVEMENT

The consultant team will develop and utilize cost effective methods to generate and maximize public participation in the development of an updated Parks, Recreation and Open Space Master Plan. In addition, the consultant team will work with public officials and agencies.

The following meetings, surveys and reports are suggested as the minimum requirements to complete the Updated Master Plan:

1. One (1) orientation meeting with City staff and review the work plan, timeline, and details of the master plan process.
2. The consultant will hold regular meetings with city staff and review progress, present information, and recommend directions for the remaining portions of the project. These meetings will occur as needed but not less than once a month throughout the project period.
3. A minimum of one (1) meeting with the Parks and Recreation Advisory Board.
4. A minimum of one (1) random telephone survey of at least 500 city residents.
5. The consultant will plan and facilitate at least four (4) Community meetings to provide broad-based community input. The consultant will prepare and make presentations before the Mayor and City Council as necessary to accomplish support for and successful adoption of the Master Plan recommendations. This will include presentation of the draft as well as final Master Plan documents for approval.

The consultant shall review with the Director (s) of Parks and Recreation all prepared information for the public meetings at least three (3) days prior to the scheduled meeting.

DELIVERABLES

The consultant shall deliver the following items:

1. Detailed Summary of existing conditions, inventories, and analysis
2. A citizen telephone survey that the City will own and administer.
3. Draft Master Plan, which will include the information in the scope of work.
4. Five (5) copies of the Draft Master Plan to be used for distribution and review plus one (1) flash drive to digitally distribute.
5. Appropriate written material and graphics (maps, slides, etc.) to be used for public presentations, to include a Current Map and a Final Map Plan outlining future Facility/Park development opportunities
6. Final Master Plan to include all elements listed in the scope of work.
7. Five (5) copies of the Final Master Plan and Five (5) copies of the Executive Summary Report of the Final Master Plan along with three (3) sets of slides and color graphs to be used by the City for reproduction. Two (2) flash drives of the Final Master Plan and Executive Summary Report so the Plan can be updated periodically.

8. Final Parks and Recreation Master Plan Map, which includes all parks, open space, and recreation facilities.

Contract Agreement

10 YEAR PARKS AND RECREATION MASTER PLAN

This Contract Agreement made and entered into on the 1ST day of FEBURARY, 2024, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and CPL ARCHITECHTURE, ENGINEERING & PLANNING, party of the second part, (herein called the "Contractor").

Witnesseth:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for the 10 YEAR Parks and Recreation Master Plan and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within the agreed amount of time.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum One Hundred Seventeen Thousand Nine Hundred and Fifty dollars (\$117,950).

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents. Final payment on account of this Contract Agreement shall be made within thirty – (30) days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto executed this Contract Agreement under their respective seals on the day and date first above written.

OWNER: City of Cartersville, Georgia

By: _____
Matthew J. Santini
Title: Mayor

WITNESS: By: _____ (SEAL)
Julia Drake
Title: City Clerk

CONTRACTOR: _____

By: _____

Name: _____
(Please Print)

Title: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public
My Commission Expires:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administrative
AGENDA ITEM TITLE:	GDOT Transition Plan Design Services
DEPARTMENT SUMMARY RECOMMENDATION:	Approximately every 10 years, Georgia DOT requires the city to update our plans for handicap accessibility for city facilities that may be lacking, and I am requesting approval to hire Croft at a cost of \$14,800.00 to provide consulting services to assist the city in responding to GDOT. This was not a budgeted item, but funds are available for this consulting work.
LEGAL:	Approved by the Archer & Lovell

December 05, 2011

Anne Trent
Human Resources Director
City of Cartersville
One North Erwin Street
Cartersville, GA 30120
EMAIL: atrent@cityofcartersville.org

**RE: Fee Proposal – Architectural Consulting Services
DOT Transition Plan Design Services for City of Carterville**

Dear Anne,

We are pleased to submit this proposal to provide architectural consulting services for the project referenced above. We appreciate the opportunity and look forward to working with you and your team to accomplish this exciting project.

This proposal is based on our meeting in your office on December 21, 2023 where we discussed updating the DOT Transition Plan for the City of Cartersville. You will find outlined below the project scope, scope of services, assumptions, deliverables and professional fees for this project.

PROJECT SCOPE

The project consists of updating the DOT Transition Plan prepared for the City of Cartersville by CROFT in 2012. Updating this Plan will include review of progress in addressing items from the 2012 Plan and evaluating five (5) new facilities constructed or acquired by the City since preparation of the previous Plan. The CROFT Team will provide the evaluations and recommendations for improvements to these new facilities. The CROFT Team will work with your staff to generate the updated Transition Plan. The schedule is to complete this effort by February 14, 2024.

SCOPE OF SERVICES

Design services will be divided into three phases; Site Visit/Documentation, Evaluation and Recommendations and Implementation Documentation.

Site Visit/Documentation

The CROFT Team will visit each of the five (5) new facilities and become familiar with each of the program access points within the buildings as directed by your office and the site access to the building from the designated parking and/or public transportation. We will then document the findings through sketches, drawings, and/or photographs.

Deliverables will include:

- Existing Site Plan Sketch
- Existing Partial Floor plan(s) Sketch
- Photos of existing facilities

Evaluation and Recommendations

We will develop a document that will locate the items to be addressed on a floor plan sketch and reference them in an Action Item Chart. This phase will include the recommendations for changes or construction efforts required to correct the impedances to accessibility. We will then meet with you to discuss the preferred solutions prior to preparing the final report.

Deliverables will include:

- Site Plan Sketch with noted deficiencies.
- Existing Partial Floor plan(s) Sketch with noted deficiencies.
- Photos of existing facilities as noted to recommendations.

Implementation Documentation

This portion of updating the Plan will be focused providing the required documentation into the final Transition Plan for your submission to the DOT. The goal of this phase is to be fully complete with recommendations for any architectural changes necessary, developing the timeline for implementation and ROM budgeting for construction. We will assist your team in the budgeting of the work utilizing your public works department.

Deliverables will include:

- Site Plan Sketch with noted deficiencies.
- Existing Partial Floor plan(s) Sketch with noted deficiencies.
- Photos of existing facilities as noted to recommendations.
- Final action item chart indicating the resolution of all items

DESIGN ASSUMPTIONS

1. Attendance at Public Hearings or meetings with Building Review Officials is not included as a part of this proposal and if required will be provided on an hourly basis.
2. A current boundary survey with topography and all existing site conditions will be provided by the owner to CROFT in CAD format at the start of the project if required after the site visits to the facilities.
3. Environmental services are not included as a part of this proposal. If required, owner will contract an environmental engineering firm as needed to provide appropriate reports and recommendations.
4. Architecture, Civil, Structural, Mechanical, Plumbing or Electrical Engineering design services are not included as a part of this proposal.
5. Evaluation of low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are not included as a part of this proposal.
6. Permitting if required will be performed by others and is not included as a part of this proposal.
7. Construction cost estimates and project budgeting services are not included as a part of this proposal.
8. Construction Administration is not included as a part of this proposal.
9. The site-specific as-built drawings are meant to record existing conditions. They are not intended for the purpose of appraisals, planning review, permit application process, pricing or construction. CROFT assumes no liability or risk for existing conditions. Additionally, CROFT does not make warranties, either expressed or implied of fitness of the document or information received from the City.

DELIVERABLES

Deliverables will be provided electronically in PDF format for your use.

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

CONSULTING SERVICES FEE	\$14,300
• Reimbursables (printing, etc.)	<u>\$ 500.</u>
TOTAL	\$14,800

PAYMENT TERMS AND CONDITIONS

Invoices will be sent monthly for effort expended. Invoices are due upon receipt.

ADDITIONAL SERVICES

For service in addition to the scope as written or changes to scope, the hourly rates below. No additional fees will be charged without your prior written approval.

Principal	\$ 225/hour
Project Manager	\$ 195/hour
Sr Architect	\$ 205/hour

Anne, we would like to thank you for the opportunity to submit this proposal and look forward to working with you to accomplish this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,



Jim Croft, RA, NCARB
Principal



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	GA Power Encroachment Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	This is the Encroachment Agreement between the City and Georgia Power. This encroachment agreement is necessary for the Water Department's project within Georgia Power's right of way. This agreement has been reviewed and approved by the City Attorney's office and it is recommended for Council's approval.
LEGAL:	Approved by the Archer & Lovell

ENCROACHMENT AGREEMENT FOR EASEMENT

L. F. # _____
APPLICATION # E220016

SUBJECT: **CARTERSVILLE - SOUTH ACWORTH 115 & 230 KV AND CARTERSVILLE 183592 - CARTERSVILLE #7 46 KV**

The **GEORGIA POWER COMPANY**, hereinafter called the "Power Company," hereby consents for **CARTERSVILLE WATER DEPARTMENT**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being **162.5** feet in width and extending in part through Land Lots 335, 336, & 386, 4th District, of **BARTOW** County, Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission line(s) by virtue of certain easements heretofore acquired by the Power Company. The said right-of-way is shown on plat attached hereto and made a part hereof as **Exhibit A**.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of **16-INCH DIP WATERLINE** at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on the subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30, et. seq. (HIGH-VOLTAGE SAFETY ACT), and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.
7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's representative in Rome, Georgia, Phone: 404-844-7094, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.

8. The Undersigned agrees to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company, and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorneys' fees, costs of investigation and of defense, and

excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned 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, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, 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 the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way 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 the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* is defined as a tree which grows no more than fifteen (15) feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five (25) feet from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the 16th of March, 2024, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the ____ day of _____, 20__.

UNDERSIGNED - CITY OF CARTERSVILLE

WITNESS: _____

BY: _____

Matthew J. Santini, Mayor

NOTARY PUBLIC: _____

Attest: _____

Julia Drake, City Clerk

The Power Company has by its duly authorized agent executed this Agreement, this the ____ day of _____, 20__.

GEORGIA POWER COMPANY

WITNESS: _____

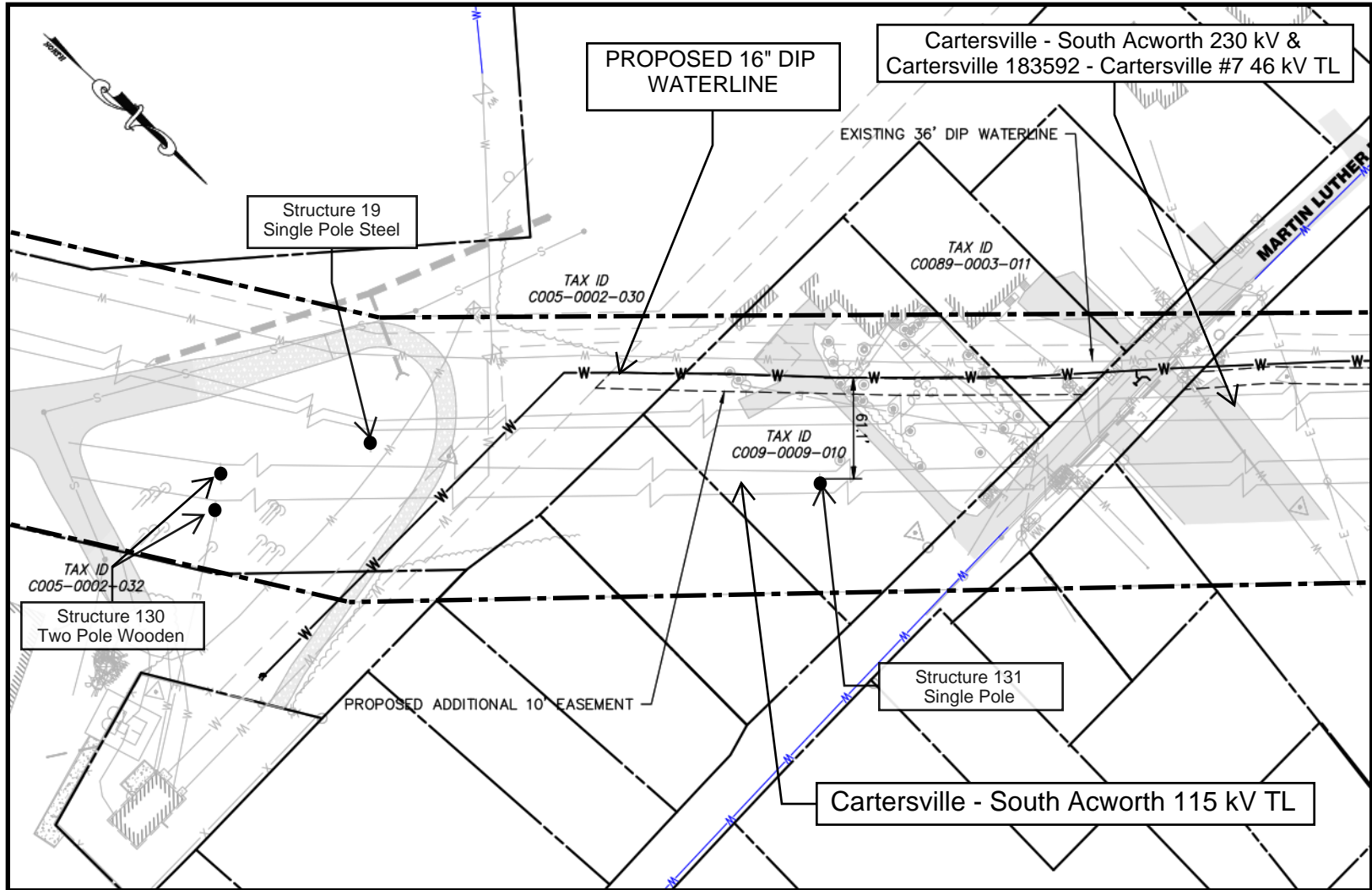
BY: _____

NAME: _____

NOTARY PUBLIC: _____

TITLE: Area Transmission Maintenance Supervisor

Exhibit A: Cartersville - South Acworth 115 kV & 230 kV and Cartersville 183592 - Cartersville #7 46 kV Encroachment Agreement

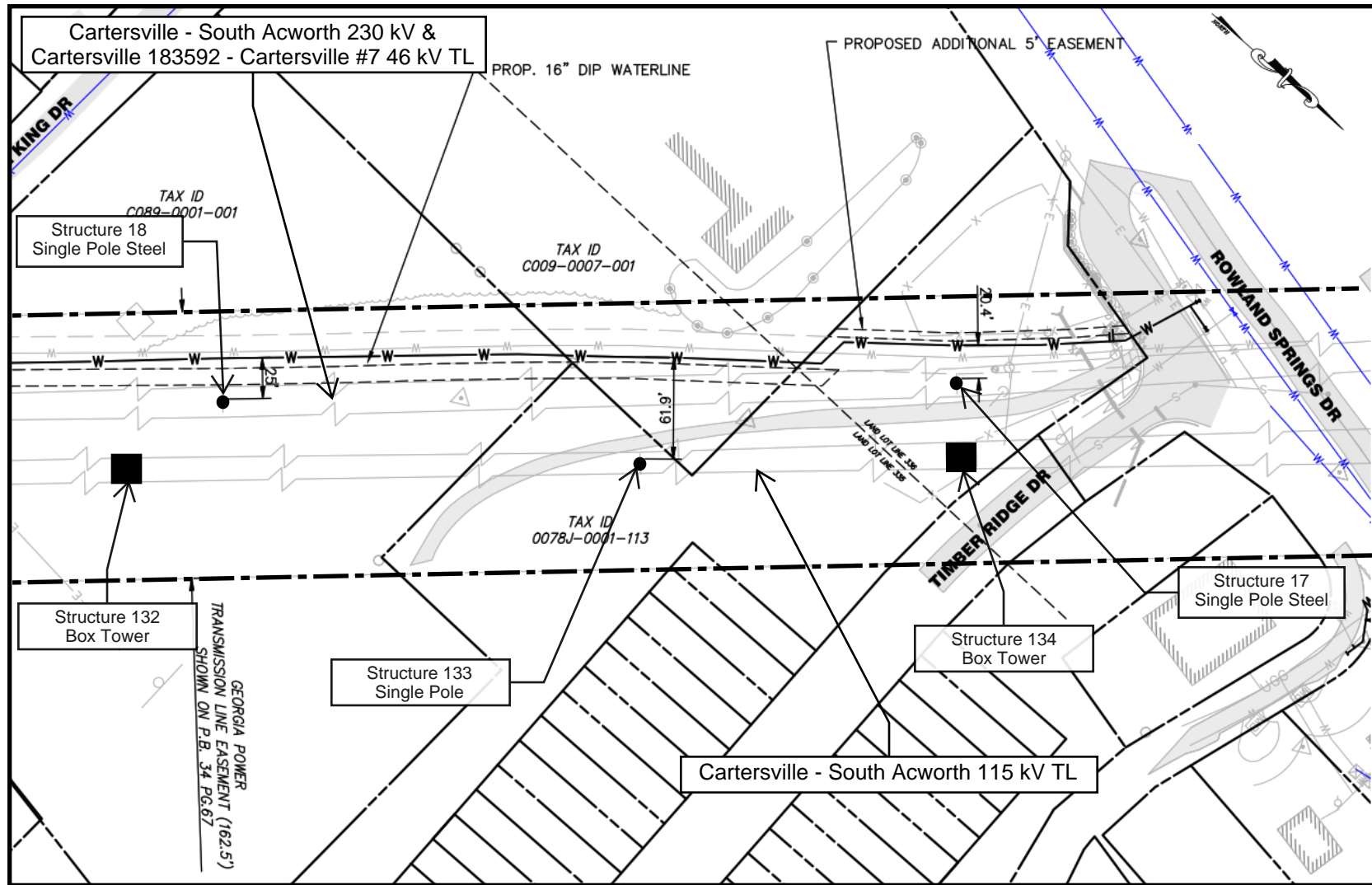


The location and dimensions of the encroachments permitted by this Agreement are strictly limited to that which is shown on this Exhibit. No alterations or changes to the location or dimensions of the encroachments, or additions to the encroachments, may be made without the prior written approval of Georgia Power. In the event of a violation of any of the terms and conditions of this Agreement, Georgia Power may demand removal of the facilities from the right-of-way and Undersigned shall remove the facilities within the time specified by Georgia Power. If Undersigned fails to do so, Georgia Power may remove the facilities at Undersigned's expense. All underground facilities shall be installed at a depth and/or strength to withstand the passage of heavy construction and maintenance vehicles and equipment (HS-20 loading).

Georgia Power Encroachment
 EV Number: 220016
 Applicant: Cartersville Water Department
 713 Martin Luther King Jr. Dr., Cartersville
 Bartow County/LLs 335, 336, & 386/4th District
 Drawing Date: 1/9/24
 Page 1 of 2

Exhibit A: Cartersville - South Acworth 115 kV & 230 kV and Cartersville 183592 - Cartersville #7 46 kV Encroachment Agreement

2024 Item 11.



The location and dimensions of the encroachments permitted by this Agreement are strictly limited to that which is shown on this Exhibit. No alterations or changes to the location or dimensions of the encroachments, or additions to the encroachments, may be made without the prior written approval of Georgia Power. In the event of a violation of any of the terms and conditions of this Agreement, Georgia Power may demand removal of the facilities from the right-of-way and Undersigned shall remove the facilities within the time specified by Georgia Power. If Undersigned fails to do so, Georgia Power may remove the facilities at Undersigned's expense. All underground facilities shall be installed at a depth and/or strength to withstand the passage of heavy construction and maintenance vehicles and equipment (HS-20 loading).

Georgia Power Encroachment
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 713 Martin Luther King Jr. Dr., Cartersville
 Bartow County/LLs 335, 336, & 386/4th District
 Drawing Date: 1/9/24
 Page 2 of 2



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Water & Sewer Capacity Fee Update
DEPARTMENT SUMMARY RECOMMENDATION:	<p>On May 25, 2000, the City adopted a water and sewer capacity fee ordinance in addition to its normal rates for water and sewer service. The water and sewer capacity fees are deposited into a dedicated City account to fund the expansion and extension of the City’s water, wastewater, and sewer facilities and/or capacity.</p> <p>Since the initial ordinance adoption, these capacity fees have not been amended. The City contracted with Hazen & Sawyer to study and update these fees. The resulting recommendations are reflected in this ordinance update. The fee changes reflect the actual cost of capacity expansion and extension of City water and sewer facilities and treatment. The increase in this one-time fee, based on a single-family home inside the City, with ¾” meter service will increase by \$160.00 for water and \$170.00 for sewer.</p> <p>Fees for services with meters 4” and larger will be based on an equivalent residential unit (ERU) cost per gallon of capacity requested.</p> <p>Since the first reading, the “Sewer – Outside City” fee column has been adjusted to correct an error in the calculation, reflecting an increase in the fees for meters 2” and smaller. Additionally, the “Water – City” fees for 1”, 1.5’, and 2” meters have been adjusted by \$1.00 to reflect the final recommendation from Hazen.</p>
LEGAL:	Reviewed by Archer & Lovell

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 WATER AND SEWAGE RATE is hereby amended by deleting paragraph (2) in their entirety and replacing it with the following:

1.

Sec. 24-64. Water & Sewage Utility Rates.

(2) Other provisions.

- a. For commercial taps and industrial taps (service or sprinklers and residential sprinklers) the fee shall be the cost of installation plus ten (10) percent on materials and one hundred fifty (150) percent on labor (percentages double for outside city) the estimate to be paid in advance.
- b. If developer installs residential taps and meter settings on property to city specifications, then the fee for the city to set meter shall be the cost of metering equipment and installation.
- c. Capacity Fees – A capacity fee for water and/or sewer service shall be requested for each new tap or any increase in volume with respect to an existing tap based on the following table:

Meter Size	Water		Sewer	
	City	Outside City	City	Outside City
3/4"	\$1,180.00	\$970.00	\$1,470.00	\$880.00
1"	\$1,971.00	\$1,620.00	\$2,450.00	\$1,470.00
1.5"	\$3,929.00	\$3,230.00	\$4,900.00	\$2,930.00
2"	\$6,289.00	\$5,170.00	\$7,840.00	\$4,690.00
Multi-unit / per unit	\$1,180.00	\$970.00	\$1,470.00	\$880.00
Larger Meters - \$/GPD	\$5.30	\$4.35	\$6.21	\$4.56

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Water Department Administrative Building Name
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The new Water Department Administrative Complex is scheduled for completion in June 2024. The Water Department and City Administrative Staff believe it is proper to name the building Robert S. “Bob” Jones in his honor. During his tenure as Director, many important water and sewer improvement projects were completed, but his life on Earth was cut too short to see this facility, which was always on his mind and close to his heart, constructed.</p> <p>As Bob’s former Assistant, constant admirer, and forever friend, I wholeheartedly recommend this resolution for your approval.</p>
LEGAL:	Reviewed by Archer & Lovell

RESOLUTION NO. _____

WHEREAS, the City Manager, Dan Porta, has made a request to name the new Water Department Administrative Building after Bob Jones; and

WHEREAS, Bob Jones’ began working for the City of Cartersville Water Department in 1999 in the capacity of a water analyst, was promoted in 2004 to Distribution and Collection System Office Manager, and then to Assistant Water Department Director in 2009. In 2014, he was promoted to Water Department Director, where he served until his untimely death in 2021; and

WHEREAS, to honor Bob Jones’ contributions to the City of Cartersville and its community, the Mayor and City Council have determined that said request is appropriate and should be approved.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the Mayor of Cartersville that the new Water Department Administrative Building shall be named the Robert S. “Bob” Jones Building.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of _____, 2024.

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/ _____
Julia Drake, City Clerk
City of Cartersville, Georgia



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	ArcGis Enterprise
DEPARTMENT SUMMARY RECOMMENDATION:	This item is the purchase of ArcGIS enterprise software. This software application is used for creating, managing, and analyzing geographic data for all city departments. The total amount is \$39,700.00 from ESRI. This is not a budgeted item but will be funded with the 2020 SPLOST. It is recommended for your approval.
LEGAL:	N/A



Quotation # Q-500

Meeting: February 1, 2024 Item 14.

Date: December 21, 2023

Customer # 335887 Contract #

City of Cartersville
 Utilities Dept
 1 N Erwin St
 Cartersville, GA 30120-3121

ATTENTION: Todd Jessee
PHONE: (770) 607-1155
EMAIL: tjessie@cityofcartersville.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/28/2023 To: 3/26/2024

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$119,100.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$119,100.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Eva Kennedy	Email: ekennedy@esri.com	Phone: (909) 369-4320 x4320
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-500

Meeting: February 1, 2024 Item 14.

Date: December 21, 2023

Customer # 335887 Contract #

City of Cartersville
Utilities Dept
1 N Erwin St
Cartersville, GA 30120-3121

ATTENTION: Todd Jessee
PHONE: (770) 607-1155
EMAIL: tjessie@cityofcartersville.org

Environmental Systems Research Institute, Inc.
380 New York St
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Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/28/2023 To: 3/26/2024

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

- I agree to pay any applicable sales tax.
I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative Date
Name (Please Print)
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Eva Kennedy
Email: ekennedy@esri.com
Phone: (909) 369-4320 x4320

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 ArcGIS Insights in ArcGIS Enterprise
3 ArcGIS Insights in ArcGIS Online
10 ArcGIS Location Sharing User Type Extension (Enterprise)
10 ArcGIS Location Sharing User Type Extension (Online)
9 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Duo MFA Support Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	FiberCom is requesting approval to pay \$11,039.00 to CDWG for annual support of our Cisco 2 factor authentication system. This system is used on all city computers and servers for added login security. This is a budgeted item, and it is recommended for your approval.
LEGAL:	N/A



Thank you for choosing CDW. We have received your quote.

Meeting: February 1, 2024 Item 15.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

STEVEN GRIER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NSKN232	1/26/2024	DUO	[REDACTED]	\$11,039.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Duo Essentials - subscription license - 1 user	380	7440466	\$29.05	\$11,039.00
Mfg. Part#: DUO-ESSENTIALS				
Electronic distribution - NO MEDIA				
Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)				

SUBTOTAL	\$11,039.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$11,039.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF CARTERSVILLE [REDACTED]	Shipping Address: CITY OF CARTERSVILLE STEVEN GRIER 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Shipping Method: ELECTRONIC DISTRIBUTION
Payment Terms: Net 30 Days-Govt State/Local	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

[REDACTED]

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	
\$11,039.00	\$310.09/Month	\$11,039.00	\$354.24/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	General Municipal Election Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County Elections has submitted their invoice for the services provided at the November 7, 2023 Municipal Elections in the amount of \$14,364.74. This is budgeted and recommended for approval.
LEGAL:	N/A

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

January 8, 2024

To: **City of Cartersville
Julia Drake
P.O. Box 1390
Cartersville, GA 30120**

Intergovernmental Contract with Bartow County for November 7, 2023 General
Municipal Election:

Personnel	\$12,467.45
Ballots	\$810.98
Postage	\$11.31
Miscellaneous Supply Fee	\$75.00
County Fee for Election Services	\$1,000.00
Total	\$14,364.74



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1 st 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	2S Meter Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Electric System is requesting authorization to purchase (224) Form 2S meters for stock. These are the standard Sensus meters from Equipment Controls Company Inc. that were selected for use in conjunction with the ongoing AMI project. These meters will be used at various new residential or small commercial developments.</p> <p>The total price for the (224) units is \$40,053.44. This budgeted expense is recommended for approval.</p>
LEGAL:	N/A

EQUIPMENT CONTROLS COMPANY, INC.
4555 S. BERKELEY LAKE ROAD
NORCROSS GA 30071
770-441-6400 Fax 770-448-7312

Meeting: February 1, 2024 Item17.

QUOTE DATE	QUOTE NUMBER
01/11/24	S2408188
ORDER TO:	PAGE NO.
EQUIPMENT CONTROLS COMPANY, IN 4555 S. BERKELEY LAKE ROAD NORCROSS GA 30071 770-441-6400 Fax 770-448-7312	1

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

SHIP TO:
 CITY OF CARTERSVILLE ELECTRIC SYS.
 320 SOUTH ERWIN STREET
 CARTERSVILLE, GA 30120

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
20923	STRATUS IQ 2S RD 2024	JOHN DOOLEY	

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TIFFANY LONSBERRY	BW BEST WAY	Net 15 Days	01/11/24	No

ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price
		***** Shipping Instructions *****		
		* SHIP FREIGHT ALLOWED	*	
		* **ORDERS MUST SHIP COMPLETE UNLESS PO# *	*	
		* IS DESKA BROWN**	*	

224EA	38316	B02G1300000	178.810	40053.44
		STRATUS IQ 2S 200A 240V 60H RD		
		INCLUDES: 5396383700107		
		TAXES NOT INCLUDED		
			Subtotal	40053.44
			S&H CHGS	0.00

This is a Quotation.

Price are firm for 30 days, subject to change without notice after 30 days.
 Applicable taxes extra.

Amount Due	40053.44
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QUOTATION TERMS AND CONDITIONS

Meeting: February 1, 2024 Item 17.

The following terms and conditions are included in each and every sales quotation ("Quotation") issued by Equipment Controls Company, a Georgia corporation ("ECCO") to a prospective purchaser ("Customer").

- 1. ACCEPTANCE OF PURCHASE ORDERS.** Sales of any goods or any related services (collectively, "Products") referenced in Customer's written purchase order to ECCO ("Purchase Order") is expressly conditioned upon the terms and conditions set forth herein. Other than as specifically provided in a separate written agreement between ECCO and Customer, any additional or different terms specified or referenced in Customer's Purchase Order are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of ECCO. ECCO's Quotation and these terms and conditions represent the entire agreement between the Customer and ECCO pertaining to the subject matter of the purchase and sale of Products and shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Order issued by Customer shall be deemed accepted unless or until ECCO issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of ECCO.
- 2. PRICES, TAXES.** The price set for in ECCO's Quotation ("Price") are in United States Dollars. Nothing set forth in Customer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by ECCO prior to issuance of Customer's Purchase Order. For Products ordered which are not to be shipped within 30 days of the Quotation, the Price is subject to increase to the extent the manufacturer of such Products imposes a price increase on ECCO. In such event, ECCO shall notify Customer of the Price increase and Customer shall have the right to withdraw its order. Freight and any special shipping and handling charges are not included in the Price and shall be an additional Customer expense unless otherwise specifically provided for in the Quotation. The Price is exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by Customer in addition to the Price. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Taxes and shall be responsible for payment for any applicable Taxes unless exemption certificates are provided prior to shipment.
- 3. PACKAGING, SHIPPING.** ECCO shall pack all Products in accordance with its standard commercial practices. If Customer has any special shipping or handling requirements, Customer shall notify ECCO in a timely manner regarding any such special requirements, and Customer shall be responsible for any associated increases in cost to pack and ship the Products.
- 4. DELIVERY, TITLE, AND RISK OF LOSS.** ECCO's quoted delivery schedule represents its best estimate and is based on current schedules, inventory and workload. ECCO shall have no liability for delay or any damages or losses sustained by Customer as a result of such estimate not being met. Partial deliveries shall be permitted. Unless otherwise provided in the Quotation or agreed to by ECCO in writing, delivery shall be deemed to have occurred FOB Destination at the ship to address set forth in Quotation with freight charges separately charged to Customer and not included in the Price. Title and liability for loss or damage to the Products shall transfer from ECCO to Customer upon delivery of the Products to the ship to destination. Customer shall immediately inspect each shipment and notify ECCO of any nonconformity of such shipment.
- 5. PAYMENT.** Customer shall pay for all Products delivered or date services performed within 15 days from the date of ECCO's invoice unless other payment terms have been specifically agreed to by ECCO. ECCO reserves the right to assess interest on any payments not received within 30 days of the date due until receipt of payment in full at the lesser of (a) one and one-half percent per month, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney's fees incurred by ECCO in the collection of late payment. In addition to any remedies under law, ECCO may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. ECCO may require an advance payment or milestone payments prior to shipment. All payments hereunder shall be paid without any deductions, set-off, or counter-claims including for any Taxes or freight.
- 6. FORCE MAJEURE AND EXCUSABLE DELAY.** ECCO shall not be liable for any damages of any kind for delayed or non-performance if such delayed or non-performance is due directly or indirectly to: (a) Customer, including omissions or failure to act on the part of Customer or its agents or employees; (b) An Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, floods or unusually severe weather conditions, strikes, lockouts, disputes with workmen or other hostilities, embargoes, wars, riots or civil disturbances, epidemics or quarantine restrictions, delays or shortages of transportation, governmental action including the government's denial or failure to grant an export license or other needed government authorization; (c) Causes beyond ECCO's reasonable control, including severe accidents at ECCO's warehouse, unforeseen production or engineering delays or inability of ECCO or its vendor to secure adequate materials, manufacturing facilities or labor, or any other acts and causes not within the control of ECCO, which by the exercise of due diligence and reasonable effort, ECCO would not have been able to foresee, avoid or overcome. ECCO shall notify Customer of any delayed or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If either such event should occur, ECCO's period of performance shall be extended for a period of time equal to the duration of either such event. If the excusable delay or Event of Force Majeure extends more than six months, ECCO and Customer may mutually agree to terminate Customer's Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Customer shall promptly pay ECCO for any delivered Products or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated order or portion thereof that ECCO and Customer agreed to terminate.
- 7. NO WARRANTY OTHER THAN MANUFACTURERS WARRANTY.** CUSTOMER ACKNOWLEDGES THAT ECCO IS A DISTRIBUTOR ONLY AND THAT THE PRODUCTS ARE MANUFACTURED BY OTHERS AND THAT ECCO PROVIDES NO WARRANTY WHATSOEVER FOR THE PRODUCTS OTHER THAN A WARRANTY OF TITLE. EACH MANUFACTURER OF THE PRODUCTS PROVIDES ITS OWN LIMITED WARRANTY FOR THE PRODUCTS IT PRODUCES AND CUSTOMER SHALL BE ENTITLED TO THE BENEFITS AFFORDED BY SUCH MANUFACTURER WARRANTIES. ECCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND/OR PURPOSE) WITH RESPECT TO THE PRODUCTS.
- 8. PROPRIETARY INFORMATION.** For the term of Customer's Purchase Order, ECCO and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public (Proprietary Information), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked Confidential or Proprietary and all copies made of any such document shall be returned by the receiving party ("Recipient") of Proprietary Information to the disclosing party (Owner) upon completion of the purpose for which they were provided, or destroyed by Recipient at Owner's direction. Neither ECCO nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner's Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the disclosure of Proprietary Information to such party. No use of any ECCO trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of ECCO. Any ECCO mark or logo existing on the Product must not be altered or modified in any manner, combined with other elements, or rearranged without the prior written consent of ECCO. None of the Proprietary Information which may be disclosed or exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and, in particular, regarding the non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights expressly granted herein. Customer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product, subassemble

software that is sold by ECCO. The ownership in all Proprietary Information disclosed by an Owner to the Recipient pursuant to Customer s Purchase Order shall remain with Owner unless otherwise agreed in writing by ECCO and Customer. The confidentiality obligations herein shall expire upon the expiration of Customer s Purchase Order.

Meeting: February 1, 2024 Item 17.

9. **INTELLECTUAL PROPERTY RIGHTS.** ECCO grants to Customer a nonexclusive, nontransferable, revocable license to use a copy of any software program embedded in any Product, in object code only, for use as part of the Product (License). Notwithstanding the foregoing, this License is subject to the following prohibitions: (a) Customer shall not attempt to decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into a human-readable form; (b) Customer shall not manufacture, sell, deliver or in any way provide any products containing the object code; (c) Customer shall not use the object code to create derivative or competing products of any kind; or (d) Customer shall not transfer the object code to a third party for any reason without prior written consent of ECCO, which may be withhold at ECCO s sole discretion, and only then subject to Customer executing a sub-license agreement with the same terms and conditions herein and providing ECCO the sub-license agreement executed by the transferee. Any transfer must be in full compliance with U.S. Export Laws and may require additional export licenses or other authorizations to be obtained by Customer and/or ECCO. Other than the License, ECCO is not granting any other rights to its or any Product manufacturer s intellectual property, patents, trademarks, software, or proprietary data, other than the right of Customer to use the Product for its intended purposes. ECCO s vendors and the Product manufacturers are direct and intended beneficiaries of this License and may enforce it directly against Customer.
10. **ORDER CANCELLATION.** Customer shall be responsible for and shall promptly pay ECCO for any re-stocking fees or other charges imposed upon ECCO for any cancelled order.
11. **GOVERNING LAW; ATTORNEYS FEES.** The Quotation, which includes these terms and conditions, the contract resulting from Customers Purchase Order, and (a) any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Georgia, USA, without regard to its conflict of laws provisions; and (b) personal jurisdiction and venue for any dispute thereunder shall be in the state and federal courts serving Gwinnett County, Georgia. In any litigation in connection with Customer s Purchase Order, the prevailing party shall be entitled to recover its expenses of litigation and reasonable attorneys fees from the non-prevailing party.
12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE (ACTIVE OR PASSIVE) OR OTHERWISE, ECCO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND SHALL NOT BE LIABLE TO CUSTOMER FOR LOSSES OF USE, DATA, PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. EXCLUDING GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, ECCO S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A CUSTOMER S PURCHASE ORDER SHALL IN NO EVENT EXCEED ACTUAL, DIRECT, AND PROVEN DAMAGES OF THE PRICE OF THE PRODUCT DIRECTLY PURCHASED BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. TO THE EXTENT THESE TERMS AND CONDITIONS CONTAIN ANY SPECIFIC REMEDIES PROVIDED BY ECCO TO CUSTOMER, REGARDLESS OF FORM, SUCH REMEDIES SHALL BE PROVIDED BY ECCO ON A SOLE AND EXCLUSIVE BASIS AND IN LIEU OF ANY OTHER REMEDIES, DAMAGES, OR LOSSES.
13. **MODIFICATION.** Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both ECCO and Customer.
14. **ASSIGNMENT.** Customer may not assign or delegate a Customer Purchase Order or any of its rights, duties or obligations thereunder to any other party without the prior written consent of the other party. Any attempt by either party to assign or delegate any of its rights, duties or obligations regarding a Customer Purchase Order without such consent shall be void and of no effect.
15. **NO THIRD PARTY BENEFICIARIES.** Except as expressly provided herein, the rights hereunder are for the sole and exclusive benefit of ECCO and Customer and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.
16. **WAIVER.** If either ECCO or Customer, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.
17. **SEVERABILITY.** If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Fourth Quarter 2023 Motorola Radio Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County has submitted the fourth quarter 2023 invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$37,150.83.
LEGAL:	N/A

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

Invoice Date: January 17, 2024

Due Date: February 1, 2024

TO: City of Cartersville
PO Box 1390
Cartersville, GA 30120

Please mail payment
Attn: Alecia Hendrix

To bill for **Motorola Radios** for **4th Quarter 2023**

Agency	# of Radios	Cost per Radio	Total
Police	135	\$122.61	\$16,552.35
Fire	87	\$122.61	\$10,667.07
Gas	30	\$122.61	\$3,678.30
Public Works, Rec, etc	10	\$122.61	\$1,226.10
Electric	40	\$122.61	\$4,904.40
Fibercom	1	\$122.61	\$122.61

Total Due: \$37,150.83

Handwritten signature: J. Zuddy
FEB 1 11 25 2024

APPROVED	Date: / /
Administrative Dept	Dept Head:
	City Manager:
Charge Account:	Amount:
100-1300-	



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Guaranteed Maximum Price (GMP) provided by Reeves Young the Construction Manager at Risk (CMAR) for Fire Station #5.
DEPARTMENT SUMMARY RECOMMENDATION:	This is the GMP provided by Reeves Young for Fire Station #5. We are seeking approval of the \$7,413,153.00 GMP plus additional cost incurred for items outside of Reeves Young's scope of \$787,127.41 for a total ask of \$8,200,280.41 to be paid from the General Fund.
LEGAL:	Reviewed by Archer & Lovell

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 22nd day of January in the year 2024 , is incorporated into the accompanying AIA Document A133TM-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 18th day of January in the year 2024 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Cartersville Fire Station No. 5 51 Carter Grove Blvd
Cartersville, Georgia 30120

THE OWNER:
(Name, legal status, and address)

City of Cartersville
10 N Public Square
Cartersville, Georgia 30120

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Reeves Young, LLC
45 Peachtree Industrial Blvd
Sugar Hill, Georgia 30518

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed, except as provided in Section 6.2.1 of the Agreement. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work and Fixed General Conditions, as those terms are defined in Article 6 and 7 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201TM-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Attachment A – GMP Estimate

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

(Table deleted)

See Attachment A – GMP Estimate

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)

See Attachment A – GMP Estimate

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

See Attachment A – GMP Estimate

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

Init.

[X] By the following date: January 1, 2025

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

(Table deleted)

See Attachment A – GMP Estimate

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

(Table deleted)

See Attachment A – GMP Estimate

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attachment A – GMP Estimate

(Table deleted)

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

(Table deleted)

See Attachment A – GMP Estimate

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

See Attachment A – GMP Estimate

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See Attachment A – GMP Estimate

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Matt Santini Mayor

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Chad Mcleod President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:17:24 ET on 01/19/2024.

PAGE 1

This Amendment dated the 22nd day of January in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 18th day of January in the year 2024 (the "Agreement")

...

Cartersville Fire Station No. 5
51 Carter Grove Blvd
Cartersville, Georgia 30120

...

City of Cartersville
10 N Public Square
Cartersville, Georgia 30120

...

Reeves Young, LLC
45 Peachtree Industrial Blvd
Sugar Hill, Georgia 30518

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed~~ exceed, except as provided in Section 6.2.1 of the Agreement. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the ~~Work, as that term is defined in Article 6~~ Work and Fixed General Conditions, as those terms are defined in Article 6 and 7 of the Agreement.

PAGE 2

See Attachment A – GMP Estimate

...

Item

Price

See Attachment A – GMP Estimate

...

Item	Price	Conditions for Acceptance
<u>See Attachment A – GMP Estimate</u>		

...

Item	Units and Limitations	Price per Unit (\$0.00)
<u>See Attachment A – GMP Estimate</u>		

...

PAGE 3 [X] The date of execution of this Amendment.

[X] By the following date: January 1, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

...

Document	Title	Date	Pages
<u>See Attachment A – GMP Estimate</u>			

...

Section	Title	Date	Pages
<u>See Attachment A – GMP Estimate</u>			

...

See Attachment A – GMP Estimate

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design

reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title Date Pages

Other identifying information:

...

Item Price

See Attachment A – GMP Estimate

...

See Attachment A – GMP Estimate

...

See Attachment A – GMP Estimate

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Matt Santini Mayor (Printed name and title)

Chad Mcleod President (Printed name and title)

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:17:24 ET on 01/19/2024 under Order No. 4104248375 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

January 18, 2024

Freddy Morgan
Assistant City Manager
City of Cartersville
1 N. Erwin Street
Cartersville, GA 30120

RE: Cartersville Fire Station #5

Dear Mr. Morgan:

Reeves Young is pleased to provide you Guaranteed Maximum Pricing (GMP) for Cartersville Fire Station 5 for the City of Cartersville Fire Department located on Carter Grove Boulevard. Pricing is based upon documents from Croft & Associates, and conversations with you and the design team. Below is an executive summary description of the project as we understand it.

PROJECT DESCRIPTION & EXECUTIVE SUMMARY:

New 8,996-sf Fire Station with a masonry and steel framed structure on shallow foundations. The exterior walls are composed of a combination of brick veneer and aluminum storefront windows. The interior will include office space, bunk rooms, storage, day kitchen, fitness room, and a 3-bay apparatus bay. The site includes new parking, chain-link fencing with sliding gate and new landscaping and hardscaping. Additionally, the project includes a 3,698-sf Pre-Engineered Metal Building composed of metal roof & wall panels, and a brick veneer wainscot.

The total estimated cost for the Project is **\$7,413,153** which equates to **\$586/SF**. Below is a breakdown of the cost summary for the early site release and full building GMP.

Early Site Release Package - **\$1,225,499**

Building GMP - **\$6,187,654**

Full GMP Value - **\$7,413,153**

Freddy, please contact me directly should you have any questions or require additional information.

Cordially,
Reeves Young



Adam Scott, Senior Preconstruction Manager – Reeves Young

cc: Mike Iezzi, Project Executive - Reeves Young

QUALIFICATIONS & EXCLUSIONS

CARTERSVILLE FIRE STATION 5 – GMP

DIVISION 1 - GENERAL REQUIREMENTS

Qualifications:

1. Unless otherwise noted herein, the scope of the work corresponding to this pricing is consistent with the documents as prepared by Croft & Associates per the attached Document Log. Outlined herein are the changes and/or clarifications to the scope of work required by these contract documents which are a result of negotiations, clarifications, and design review responses and shall supersede all previous documentation.
2. Cost breakouts are included for accounting purposes only and are not stand-alone prices.
3. The Contract Agreement between Reeves Young (RY) and the Owner shall supersede and prevail for any conflicts between the contract documents and the Construction Agreement that are not addressed in this pricing.
4. Electronic Documents will be provided to RY at no cost.
5. All water intrusion prevention testing including testing of mock-up, building envelope testing, chamber testing, exterior skin and glazing testing shall be provided and paid for by the Owner's testing agency. RY will assist in the coordination of this testing.
6. Scheduling shall be compiled and issued in a standard CPM format using Microsoft Project.
7. RY shall be paid for any damage repair or relocations required relevant to below grade utilities that are not indicated on the contract documents as existing or to be relocated (provided there is no willful misconduct on the part of RY during the discovery process or normal working activities).
8. Pricing is based on manufacturer standard colors where specific information has not been provided stating otherwise.
9. Cost is included for Builders Risk Insurance.
10. Cost is included for General Liability Insurance.
11. Cost is included for a Payment and Performance Bond.
12. Cost includes General Conditions as a lump sum and a Construction Contingency to be used at the discretion of Reeves Young for construction-related unforeseen conditions, including previously unknown or clarified scope, additional construction management oversight, subcontractor expenses, and/ or schedule acceleration and is not intended to serve as an Owner, Program and/or Design Contingency.
13. Cost is included for allowances as noted herein. As design progresses, all allowances will be adjusted/reconciled.

Exclusions:

1. Cost associated with payment for testing (including materials testing, soil compaction testing, building envelope testing, chamber / cavity testing, special inspections, commissioning, air monitoring, abatement testing, closure reports, NPDES monitoring, or existing structure settlement monitoring) other than re-testing required due to non-conformance
2. Cost associated with Permitting including Plan Review Fees, Land Disturbance Permit, Building Permit, Variance Permit, Air Rights Permit, DOT Permit, and Certificate of Occupancy Fee
3. Electronic as-built documents
4. Cost loaded schedule

5. Cost associated with comments and inspections from state and local authorities resulting in changes to the scope of work and or contract documents during the construction process
6. Davis-Bacon wage rates
7. LEED, Earthcraft, and or 'green building' Certifications
8. Engineering design fees and costs
9. Material escalation factors including costs associated with foreign material tariffs
10. Acquisition of air rights and any costs associated with obtaining those from the surrounding properties
11. Owner Protective Insurance Policy
12. Workmanship Warranty over one (1) year
13. Owner Contingency
14. Escalation Contingency
15. Subcontractor payment and performance bonds
16. Five-year roof and wall bond

Division 3 – Concrete

Qualifications:

1. All foundations are assumed earth formed.
2. Cost is included for soil treatment under the building footprint.

Exclusions:

1. Soil reinforcement or enhancements required due to poor soils
2. Wet curing of concrete
3. Concrete densifiers
4. Specialty concrete admixtures
5. Colored Concrete
6. Forming of concrete footings

DIVISION 4 - MASONRY

Qualifications:

1. None.

Exclusions:

1. Copper flashings
2. Dovetail slots
3. Epoxy grout
4. Epoxy coated rebar
5. Core fill insulation at exterior CMU walls
6. Cast stone

DIVISION 5 - METALS

Qualifications:

1. Cost is included for the Keynote 7 on A-201, 16"x16" Integrated Architectural Ornamentation, as an allowance of \$1,500.
2. Cost is included for the trench grate in detail 4/S-303 to be priced per plumbing drawings as an ACO trench drain.

Exclusions:

1. Acoustic metal deck
2. AISC certified fabrication & erection of steel
3. AESS and specialty coatings on structural steel

DIVISION 6 - WOODS & PLASTICS

Qualifications:

1. None.

Exclusions:

1. WD-3: Wood Trim – None Shown
2. Wood window trim
3. Wood door trim
4. Solid surface windowsills

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Qualifications:

1. None.

Exclusions:

1. ABAA Certification for air barrier installer
2. Intumescent paint fireproofing
3. Green roof system
4. Spray applied insulation
5. Traffic or non-slip coatings
6. TPO membrane any color other than white
7. Note 9 under General Reflected Ceiling Plan Notes per A-131 – Non-applicable to the project

DIVISION 8 - DOORS & WINDOWS

Qualifications:

1. Cost is included for the overhead doors to have standard lift tracks.

2. The Door Schedule and Hardware schedule (087100) do not match. Therefore, cost is included for the door hardware as specified in the hardware schedule listed in specification section 087100.
3. Cost is included for factory finish of all wood doors.
4. Cost is included for the manufacturer of hollow metal doors and frames to be Curries. Curries is a sister company of Ceco.

Exclusions:

1. Low profile track at overhead doors
2. Specialty acoustical windows
3. Fire rated storefront and glazing
4. Window frit or film
5. Spandrel glass
6. Fire and smoke curtains
7. Operable windows
8. Four-Fold/Bi-Parting doors

DIVISION 9 - FINISHES

Qualifications:

1. Cost is included for Res-Tek fluid textured applied flooring.
2. Cost is included for metal stud gauge to be 20 gauge and 25 gauge.
3. Cost is included for the Hard Coat Concrete sealer at the apparatus bay as Euclid.

Exclusions:

1. Sherwin Williams terrazzo epoxy as shown on finish legend
2. Moisture mitigation
3. Acoustical sound barrier
4. Wallcoverings
5. Abuse gypsum board
6. Level 5 drywall finish
7. Specialty paints and coatings including tmemec, epoxy-polyamide, and projection screen acrylic enamel
8. Murals or public art on the interior and exterior of the building

DIVISION 10 - SPECIALTIES

Qualifications:

1. Cost is included for a site monument sign as an allowance of \$20,000.
2. Cost is included for 3-Laminated maple ADA locker benches 48"x20" with 4 pedestals per bench.
3. Cost is included for canopies to be extruded aluminum in lieu of paragraphs 2.02A and 2.03B of the specification calling for steel.
4. Cost is included for the finish on canopies to be a 2-coat Kynar finish.
5. Cost is included for the flagpole to be 25'H per the specifications in lieu of 40'H per the plans.

Exclusions:

1. All interior building signage (by owner)

QUALIFICATIONS & EXCLUSIONS

Cartersville Fire Station 5

GMP

2. Fireplaces
3. Toilet accessories not affixed to walls, floors or ceilings
4. Bullet resistant wall paneling
5. Operable partitions
6. Wall and Door Protection
7. GB4: 24" Grab Bar
8. SD2: Recessed Soap Dish
9. Baked enamel finish on canopies.
10. Whiteboards

DIVISION 11 - EQUIPMENT

Qualifications:

1. Cost is included for installation only of the following owner provided equipment:
 - a. Microwave
 - b. Extractor
 - c. Ice Maker
 - d. Washer and Dryer
 - e. Dishwasher
 - f. Kitchen Freezer
 - g. Refrigerator
 - h. Freezer
 - i. Undercounter Ice Maker
 - j. Combo Wall Oven
 - k. Gas Cooktop
 - l. Gear Lockers
2. Cost is included for the kitchen hood with fire suppression system.

Exclusions:

1. Walk thru / pass thru metal detectors / X-ray
2. Loose Equipment including but not limited to: copiers, fax machines, telephones, computers & screens, laptops, iPads, desktop office equipment, etc.
3. Costs associated with relocation of equipment from existing location to new location
4. Supply of all equipment listed above
5. PPE Dryer
6. Cascade System
7. SCBA Cleaning Systems
8. Fitness Equipment
9. Equipment at the Storage Building

DIVISION 12 - FURNISHINGS

Qualifications:

1. Cost is included for blackout roller shades at the bunks and solar roller shades everywhere else.

Exclusions:

1. Motorized shades

QUALIFICATIONS & EXCLUSIONS

Cartersville Fire Station 5

GMP

2. Supply and Installation of building furniture

DIVISION 21 - FIRE SUPPRESSION

Qualifications:

1. None at this time.

Exclusions:

1. FM200 and Pre-action systems
2. Heat tracing and insulation of sprinkler system
3. Fire pump, wiring, controllers, and accessories – Adequate water pressure is assumed available to support sprinkler demand
4. Remote FDC
5. Sprinklers in concealed spaces
6. Wet pipe sprinkler system at the storage building
7. Dry pipe sprinkler system at covered patio

DIVISION 22 - PLUMBING

Qualifications:

1. Cost is included for the trench grate in detail 4/S-303 to be priced per plumbing drawings as an ACO trench drain.

Exclusions:

1. Grease traps
2. Domestic booster pump - Adequate water pressure is assumed available to support domestic water demand

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING

Qualifications:

1. Cost is included for standard programmable thermostats.

Exclusions:

1. Maintenance agreement
2. Duct silencers
3. Vibration Isolation
4. Elastomeric coating of metal ductwork
5. 3rd party commissioning agent
6. Delegated design

DIVISIONS 26-28 - ELECTRICAL SYSTEMS

Qualifications:

1. Cost is included for a 12 Circuit Programable LCP.

QUALIFICATIONS & EXCLUSIONS

Cartersville Fire Station 5

GMP

2. Cost is included to supply 1" PVC conduits with pull strings to ten (10) locations for the site lighting.
3. Cost assumes that Owner is to provide all of the following equipment on site for the generator:
 - a. Generator
 - b. Remote Annunciator
 - c. ATS
4. Cost is included for all installation and connections of generator equipment listed above.

Exclusions:

1. Main Utility Transformers and Main Power Service Lines and Connections to the Transformers
2. Utility company design, engineering, connection, and consumption fees
3. Intercom/ PA System
4. Tele Data System and Cabling
5. Tele Data Equipment: Rack, Switches Cable Management, etc.
6. Uninterrupted power supply
7. AV System and Cabling
8. Access Control System and Cabling
9. CCTV System and Cabling
10. DAS System
11. Emergency vehicle warning systems
12. Delegated design
13. Intrusion Alarm Systems and Cabling
14. Station Alerting Systems and Cabling
15. Lighting protection at the storage building
16. Site Light Poles
17. ERRC System and Cabling
18. Folding Door Controllers on E-703 – Doors and controls are per spec

DIVISIONS 31 & 33 - SITE GRADING & UTILITIES

Qualifications:

1. Cost is included for changes as it relates to the updated LDP Civil Drawings.

Exclusions:

1. Utility Meter, Tap, Connection and Impact Fees / Cost including but not limited to water, sewer, gas, storm water, electrical, etc.
2. Relocation of existing utilities including but not limited to AT&T, Power, Verizon, etc.
3. Damage to existing utilities not represented on contract documents (CM/GC will use location services prior to any excavations and proper due diligence)

Division 32 - Exterior Improvements

Qualifications:

1. Cost is included for shop fabricated 2' tall Aluminum Louvered fence at the top of the patio wall per detail A9/A-351.

Exclusions:

1. Irrigation system
2. Flower beds
3. Plastic retroreflective bead pavement markings
4. Moveable planters
5. Unit pavers
6. Pervious pavers
7. Site furnishings

END OF QUALIFICATIONS & EXCLUSIONS



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1 st , 2024
SUBCATEGORY:	Grant Application
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Mission Road Sidewalk TAP Grant Application
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Leadership within the City of Cartersville has expressed an interest in providing pedestrian and/or connectivity along W. Cherokee Avenue/Mission Road from where the existing sidewalk along W. Cherokee Avenue ends at Charles Street to the existing sidewalk approximately 660 feet west of Duncan Drive in two phases.</p> <p>Phase 1 of the sidewalk expansion extends the sidewalk from Charles Street to existing sidewalk near Stately Oaks Drive and will require significant preliminary engineering (PE) work to be done before construction can occur since Phase 1 requires a bridge to be replaced, a pedestrian crossing at the railroad tracks, and also significant grading and drainage work to be done in flood plain areas. We estimate that the preliminary engineering associated with Phase 1 could be approximately \$1,400,000.00.</p> <p>We are seeking permission for the Mayor to sign all related TAP (Transportation Alternatives Program) Grant application documents necessary for the February 9, 2024, grant submittal to request 80% funding for the needed preliminary engineering work to be done for Phase 1. The 20% match amount from the City of Cartersville is estimated to be around \$280,000.00. If the grant application is approved, we will select an engineer based on the required procurement process for federally funded projects.</p>
LEGAL:	Reviewed by Archer & Lovell

MISSION ROAD SIDEWALK PROJECT

MISSION ROAD SIDEWALK PHASE 1



MISSION ROAD SIDEWALK PHASE 2



RESOLUTION _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDING SUBMITTED TO THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION ALTERNATIVE PROGRAM FUNDING FOR THE MISSION ROAD IMPROVEMENT SIDEWALK PROJECT AND FOR OTHER PURPOSES AT A REGULAR MEETING OF THE CARTERSVILLE CITY COUNCIL HELD ON FEBRUARY 1, 2024.

WHEREAS, the Georgia Department of Transportation has notified the City of Cartersville and other general-purpose governments that federal funds, managed by said state agency, is available to local governmental units under the Transportation Alternative Program (TAP) for the purpose of expanding transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects, recreational trail program projects; and

WHEREAS, the purpose of said grant shall be to construct approximately 3,700 LF of sidewalk along the north side of Mission Road / W. Cherokee Avenue between Stately Oaks Drive and Charles Street in order to complete a pedestrian link that connects single-family housing along Mission Road to downtown Cartersville as well as the Pettit Creek trail system; and

WHEREAS, the City of Cartersville is committed to working cooperatively with the Georgia Department of Transportation (GDOT), U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA), multiple federal project participants, property owners and the citizens of Cartersville to implement the Project in accordance with federal and state guidelines as defined by Transportation Alternative Program staff of the Georgia Department of Transportation in such a manner as to assure that the Project is developed, operated and maintained as a community asset designed to benefit current and future residents of the City of Cartersville; and

WHEREAS, the City of Cartersville deems the Project to be in the best interests of the citizens of Cartersville to pursue non-traditional transportation related activities such as pedestrian facilities, bicycle facilities, and pedestrian streetscaping projects; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to file an application with the Georgia Department of Transportation in order to obtain said Transportation Alternative Program Grant in order to perform those activities specified within this resolution; and

BE IT FURTHER RESOLVED, that the City of Cartersville shall be committed to the operation and maintenance of sidewalks and other facilities developed through the Grant resources herein specified as a part of its permanent public works inventory; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk of Cartersville are hereby authorized to execute any and all documents as may be required to accompany said application and to provide the Georgia Department of Transportation any and all Support Documentation which is considered to be part of said application process.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of _____, 2024.

ATTEST:

/s/ _____
Julia Drake, City Clerk
City of Cartersville, Georgia

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Grapple Truck Bid Award
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Sealed bids were opened for the intended purchase of a 27-Yard Grapple Truck on January 24, 2024. The advertisement for bid was posted on the City of Cartersville Website and the Georgia Procurement Registry. Seven bid proposals were received and ranged from \$204,000.00 to \$255,295.00. Delivery time ranged from 10 to 300 days.</p> <p>After evaluation by staff, Public Works recommends the purchase of a Peterson TL3 body mounted on a Freightliner M2 chassis at a price of \$212,842.00 with a 10-day delivery from Environmental Products Group, Inc. This vehicle was the best bid due to quality and delivery time.</p> <p>This truck will be replacing our 2008 grapple truck that needs major repairs. It is a non-budgeted item but will be paid through the General Fund.</p>
LEGAL:	N/A

CITY OF CARTERSVILLE 27 YARD BID TAB
January 24, 2024

VENDOR	BODY	CHASIS	PRICE	COMMENT
VACUTEK RENTALS AND SALES DELIVERY: 30 DAYS	PACMAC KB-20	FREIGHTLINER M2-106	\$204,000.00	*LESS THAN SATISFACTORY EXPERIENCE WITH PACMAC
PETERBILT OF ATLANTA DELIVERY: 210-300 DAYS	DALFINGER M100L72	PERTERBUILT 537	\$234,421.00	
SANSOM DELIVERY:84-98 DAYS	BRUSH HAWG C-MODEL	FREIGHTLINER M2	\$212,881.00	
ENVIRONMENTAL PRODUCTS DELIVERY: 150 DAYS	PETERSON TL3	FREIGHTLINER M2	\$206,772.00	*DELAYED DELIVERY
ENVIRONMENTAL PRODUCTS DELIVERY: 150 DAYS	PETERSON TL3	FREIGHTLINER M2	\$212,842.00	*BEST CHOICE DUE TO PRICE, QUALITY AND DELIVERY
CAROLINA ENVIRONMENTAL SYSTEMS DELIVERY: 10-15 DAYS	PALFINGER M100L72	INTERNATIONAL HU607	\$233,700.00	
CAROLINA ENVIRONMENTAL SYSTEMS DELIVERY: 10-15 DAYS	PALFINGER M100L72	KENWORTH T380	\$255,295.00	



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Erwin/Leake Street Stormwater Improvement Notice of Award
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Over the last several years, the area along Leake Street and Erwin Street has experienced localized flooding. CTI Engineers, Inc., provided stormwater improvement plans to minimize flooding in this area. This improvement project was bid twice in 2023. The first bid results on June 20, 2023, resulted in no bids. The second call for bids on October 12, 2023, resulted in three bids ranging from \$773,430.00 to \$2,303,395.00.</p> <p>The low bidder, Baker Contracting Co, LLC withdrew their bid. The second lowest bidder, Site Engineering, Inc. was contacted by our engineering consultants to negotiate the price, as the bid was higher than expected. Site Engineering, Inc. has deducted their original bid of \$2,166,530.00 to \$1,890,280.00. It is recommended by our consultant and Public Works to accept this original bid with a deductive change order. In doing so, we recommend the Mayor’s signature on the notice of award and to enter into an acceptable contract and change order with Site Engineering, Inc. that will be reviewed by our City Attorney.</p> <p>Public Works will utilize America Rescue Plan Act (ARPA) Funds for this project. To qualify for these funds, we feel that this project would help our stormwater division “manage, reduce and recapture stormwater” drainage that would result in reduced flooding at this location. Therefore, this project would meet the requirements for eligibility of ARPA funds.</p> <p>An estimated \$262,080.00 will utilize water/sewer funds, while the remaining \$1,625,900.00 will be funded by ARPA funds. The \$262,080.00 water/sewer portion is not budgeted but will be paid from sewer revenue.</p>
LEGAL:	Reviewed by Archer & Lovell

NOTICE OF AWARD

To: Site Engineering, Inc.
7025 Best Friend Road
Atlanta, GA 30340

Project Description: Replacement of the existing 30-inch, 24-inch, and 18-inch storm drains with a 42-inch storm drain at the intersection of Leake Street and Erwin Street in downtown Cartersville to improve flooding problems and the replacement of existing 8-inch gravity sewer line with an 8-inch PVC gravity sewer line in conjunction with storm drain replacement The project will also include full-width asphalt pavement milling and replacement within the project area on both Leake Street and Erwin Street.

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated September 12th, 2023, and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$2,166,530.00 plus deductive change order No. 1 \$276,250.00 for a total award amount of \$1,890,280.00.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten calendar days from the date of this notice to you.

If you fail to execute said Contract and to furnish said bonds within ten days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2024.

CITY OF CARTERSVILLE

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Site Engineering, Inc., this the _____ day of _____, 2024.

By _____

Name _____

Title _____

BID TABULATION
LEAKE STREET ERWIN STREET DRAINAGE IMPROVEMENTS
CITY OF CARTERSVILLE
CARTERSVILLE, GEORGIA


Bid Opening Time: 2:00 PM (Eastern) Date: October 12, 2023 Place: City of Cartersville 330 South Erwin Street Cartersville, GA 30120	Bidder: Baker Contracting Co., LLC 765 Center Grove Road LaFayette, GA 30728 The Ohio Casualty Insurance Company 175 Berkeley Street Boston, MA 02116	Site Engineering, Inc. 7025 Best Friend Road Atlanta, GA 30340 Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183	JH Benefield & Sons, Inc. 308 Henderson Street Cedartown, GA 30125 Merchants Bonding Company (Mutual) P.O. Box 14498 Des Moines, IA 50306
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BID SUMMARY

SCHEDULE I - BASE BID	\$	773,430.00	\$	2,166,530.00	\$	2,303,395.00
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Footnote: ¹ JH Benefield & Sons, Inc.: Schedule I-Base Bid, Item No.: 03 30 00c, 31 25 00d, and 33 39 13f math corrections.

I hereby certify that the above is a true and accurate tabulation of bids received at 2:00 pm local time on Thursday, October 12, 2023, at City of Cartersville, 330 South Erwin Street, Cartersville, GA 30120 for the construction of the Leake Street Erwin Street Drainage Improvements.

By 
 Russell Wilson Jackson, P.E., Project Manager
 Georgia License No. 049852
 CTI Engineers, Inc.
 243 N. Hamilton Street, Ste 1
 Dalton, GA 30720

Meeting: February 1, 2024 Item22.

SCHEDULE I - BASE BID

Leake Street Erwin Street Drainage Improvements		Bidder:		Baker Contracting Co., LLC		Site Engineering, Inc.		JH Benefield & Sons, Inc.	
Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
00 61 13	Performance & Payment Bonds (Max 2% of Bid)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 44,000.00	\$ 44,000.00
01 11 00	Mobilization and Bonding (Maximum 2.5% of Bid) Including Locating and Excavating (pot-holing) the Existing Utilities, Project Lay-out and Staking, and Coordination with the City of Cartersville	LS	1	\$ 18,750.00	\$ 18,750.00	\$ 40,000.00	\$ 40,000.00	\$ 55,000.00	\$ 55,000.00
01 22 00b	Traffic Control Devices for Traffic Control and Road Closure to Meet MUTCD and GDOT Requirements	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 50,000.00	\$ 50,000.00	\$ 350,000.00	\$ 350,000.00
01 78 39	GPS Survey for Record Drawings	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
03 30 00	Cast-In-Place Concrete. All Material and Labor, Including Form Work, Reinforcing, Concrete, and Finishing, Complete in Place as Specified and/or Shown on the Drawings								
03 30 00a	Cast-In-Place Concrete - 3,000 PSI Class B for Thrust Blocks, Pipe Encasement, and Pipe Protection	CY	5	\$ 300.00	\$ 1,500.00	\$ 500.00	\$ 2,500.00	\$ 750.00	\$ 3,750.00
03 30 00b	Cast-In-Place Concrete - 4,000 PSI Class A Formed, Poured, and Light Broom Finished for Slabs or Sidewalk Repair (4" Minimum Thickness) to Match Existing Grade and Elevations	SF	1,000	\$ 10.00	\$ 10,000.00	\$ 14.00	\$ 14,000.00	\$ 33.00	\$ 33,000.00
03 30 00c	Cast-In-Place Concrete - 4,000 PSI Class A Formed, Poured, and Light Broom Finished for Concrete Pavement Repair (8" Minimum Thickness) to Match Existing Grade and Elevations	SF	1,100	\$ 20.00	\$ 22,000.00	\$ 20.00	\$ 22,000.00	\$ 39.00	\$ 42,900.00 ¹
03 30 00d	Concrete Curb & Gutter Repair - 4,000 PSI Class A Formed, Poured, and Finished to Match Existing Grade and Elevations	LF	120	\$ 25.00	\$ 3,000.00	\$ 80.00	\$ 9,600.00	\$ 150.00	\$ 18,000.00
03 30 00e	Concrete Header Curb Repair - 4,000 PSI Class A Formed, Poured, and Finished to Match Existing Grade and Elevations	LF	480	\$ 25.00	\$ 12,000.00	\$ 80.00	\$ 38,400.00	\$ 78.00	\$ 37,440.00
03 30 00f	Concrete Spillway to DI-1.8C - 4,000 PSI Class A Formed, Poured, and Finished	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,850.00	\$ 12,850.00

Meeting: February 1, 2024 Item 22.

Leake Street Erwin Street Drainage Improvements			Bidder:		Baker Contracting Co., LLC		Site Engineering, Inc.		JH Benefield & Sons, Inc.	
Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
03 30 00g	Concrete Top Slab with Reinforcement at DI-1.8C - 4,000 PSI Class A Formed, Poured, and Finished	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	
03 30 00h	Concrete Curb Ramp, Type B - 4,000 PSI Class A Formed, Poured, and Light Broom Finished, Including Detectable Warning Surface	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 4,000.00	\$ 8,000.00	\$ 12,500.00	\$ 25,000.00	
03 30 00i	Concrete Curb Ramp, Type D - 4,000 PSI Class A Formed, Poured, and Light Broom Finished, Including Detectable Warning Surface	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 12,500.00	\$ 25,000.00	
31 20 00	Earthwork									
31 20 00a	Demolition, Removal, and Disposal of Existing Storm, Including Excavation and Disposal of Existing Pipe Sections and Structures	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 80,000.00	\$ 80,000.00	\$ 75,000.00	\$ 75,000.00	
31 20 00b	Demolition, Removal, and Disposal of Existing Sewer, Including Excavation and Disposal of Existing Pipe Sections and Structures	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 25,600.00	\$ 25,600.00	\$ 80,000.00	\$ 80,000.00	
31 20 00c	Demolition of Existing Concrete, Including Saw-cutting, Excavation, and Concrete Disposal	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 80,000.00	\$ 80,000.00	
31 20 00d	Demolition of Existing Pavement, Including Saw-cutting, Excavation, and Asphalt Disposal	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 80,000.00	\$ 80,000.00	
31 20 00e	Clean Fill Backfill, in Trench for Gas Line Encasement	CY	8	\$ 150.00	\$ 1,200.00	\$ 400.00	\$ 3,200.00	\$ 120.00	\$ 960.00	
31 20 00f	Crushed Stone Backfill, in Trench for Removed 15", 18", and 30" Culverts in Streets, Parking Lots, and Asphalt or Concrete Driveways from Top of Bedding to Finished Grade	LF	250	\$ 80.00	\$ 20,000.00	\$ 200.00	\$ 50,000.00	\$ 90.00	\$ 22,500.00	
31 20 00g	Crushed Stone Bedding Material, in Excess of that Required for Standard Bedding and Haunching	CY	20	\$ 100.00	\$ 2,000.00	\$ 400.00	\$ 8,000.00	\$ 60.00	\$ 1,200.00	
31 20 00h	Compacted Crushed Base Stone (GAB) for Roadway, Including Stone Placement, Compaction, and Fine Grading for Roads, Parking Lots, Driveways, and Transitions to Existing Driveways	Tons	300	\$ 80.00	\$ 24,000.00	\$ 100.00	\$ 30,000.00	\$ 90.00	\$ 27,000.00	

Meeting: February 1, 2024 Item 22.

Leake Street Erwin Street Drainage Improvements		Bidder:		Baker Contracting Co., LLC		Site Engineering, Inc.		JH Benefield & Sons, Inc.	
Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
31 20 00i	Trench Rock Excavation by Drill & Blast, Rock Trenching, or Hoe-ramming Methods, Including Hauling and Proper Disposal of Spoil Materials	LF	200	\$ 100.00	\$ 20,000.00	\$ 500.00	\$ 100,000.00	\$ 25.00	\$ 5,000.00
31 20 00j	Concrete Cap Excavation, Including Hauling and Proper Disposal of Spoil Materials	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00
31 25 00	Sedimentation and Erosion Control								
31 25 00a	Inlet Sediment Traps, For Inlet Protection Including Installation, Maintenance, and Removal	EA	12	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00	\$ 2,500.00	\$ 30,000.00
31 25 00b	Construction Entrance Including Stone and Geotextile Filter Fabric	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
31 25 00c	Concrete Washout Structure, Including Installation, Maintenance, and Removal	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00
31 25 00d	Seeding and Mulching, Including Materials	SY	70	\$ 10.00	\$ 700.00	\$ 100.00	\$ 7,000.00	\$ 3.00	\$ 210.00
32 10 00	New and Replacement Paving								
32 10 00a	Heavy Duty Asphalt Pavement Replacement for Roads, Trench Width with 2.5" of 19 mm Binder Mix, Including Saw-cutting and Base Stone Compaction	Tons	90	\$ 375.00	\$ 33,750.00	\$ 500.00	\$ 45,000.00	\$ 295.00	\$ 26,550.00
32 10 00b	Heavy Duty Asphalt Pavement Replacement for Roads, Full Roadway Width with 1.5" of 9.5 mm GDOT mix, Including Saw-cutting	Tons	130	\$ 375.00	\$ 48,750.00	\$ 500.00	\$ 65,000.00	\$ 285.00	\$ 37,050.00
32 10 00c	Asphalt Milling, 1.5" Depth, Including Loading, Hauling, and Disposal of Milled Asphalt	SY	2,050	\$ 20.00	\$ 41,000.00	\$ 35.00	\$ 71,750.00	\$ 21.00	\$ 43,050.00
32 92 19	Seeding and Mulching								
32 92 19a	Temporary Mulching (Ds1)	LF	250	\$ 4.00	\$ 1,000.00	\$ 5.00	\$ 1,250.00	\$ 10.00	\$ 2,500.00
32 92 19b	Temporary Seeding and Mulching (Ds2)	LF	250	\$ 5.00	\$ 1,250.00	\$ 1.00	\$ 250.00	\$ 15.00	\$ 3,750.00
32 92 19c	Permanent Seeding And Mulch Including Topsoil placement, Seed Fertilizer, Limestone, and Mulch	LF	250	\$ 10.00	\$ 2,500.00	\$ 30.00	\$ 7,500.00	\$ 75.00	\$ 18,750.00
33 11 00	Polyvinyl Chloride (PVC) Pipe and Fittings for Sewer, Bell and Spigot O-Ring Joints, ASTM D3034 (SDR 26), Including Pipe, Excavation, Installation, Standard Bedding and Backfill, and Testing								
33 31 00a	8-Inch SDR 26 PVC Gravity Sewer, 0-6 feet	LF	580	\$ 85.00	\$ 49,300.00	\$ 235.00	\$ 136,300.00	\$ 380.00	\$ 220,400.00
33 31 00b	8-Inch SDR 26 PVC Gravity Sewer, 6-8 feet	LF	60	\$ 125.00	\$ 7,500.00	\$ 250.00	\$ 15,000.00	\$ 600.00	\$ 36,000.00

Meeting: February 1, 2024 Item 22.

Leake Street Erwin Street Drainage Improvements		Bidder:		Baker Contracting Co., LLC		Site Engineering, Inc.		JH Benefield & Sons, Inc.	
Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Polyvinyl Chloride (PVC) Pipe and Fittings for Sewer Services, ASTM D3034 (SDR 26), Including Excavation, Installation, Standard Bedding and Backfill, and Testing									
33 31 00c	8-Inch x 6-Inch PVC Tee for Service Lines	EA	3	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 800.00	\$ 2,400.00
33 31 00d	6-Inch SDR 26 PVC Cleanout for Service Lines	EA	3	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 2,500.00	\$ 7,500.00
33 31 00e	6-Inch SDR 26 PVC Service Line	LF	100	\$ 50.00	\$ 5,000.00	\$ 100.00	\$ 10,000.00	\$ 150.00	\$ 15,000.00
33 31 00f	PVC Pipe Deflection Test	LF	740	\$ 3.00	\$ 2,220.00	\$ 2.00	\$ 1,480.00	\$ 1.25	\$ 925.00
33 31 00g	CCTV Camera Inspection of Installed 8-Inch Gravity Sewer Lines	LF	640	\$ 4.00	\$ 2,560.00	\$ 10.00	\$ 6,400.00	\$ 1.50	\$ 960.00
33 39 13	Sewer Manholes and Covers. Precast Concrete Manholes, Standard Cover, including Base with Invert, Risers, Frame, Cover, Cone or Slab, Adjusting Rings, and Brick Work Required								
33 39 13a	4-foot Diameter Precast Concrete Manhole, 0-8 feet deep, Including Base Section, Invert, Risers, and Cone or Flat Top Section	EA	3	\$ 7,000.00	\$ 21,000.00	\$ 10,000.00	\$ 30,000.00	\$ 9,500.00	\$ 28,500.00
33 39 13b	Cut-in Manhole Installation for SMH-1.0, Including Connections to Existing 12-Inch VCP Sewer Pipe and Existing 8-Inch DIP Sewer Pipe, Backfill, and Testing	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
33 39 13c	Cut-in Manhole Installation for SMH-1.1, Including Connections to Existing 6-Inch VCP Sewer Pipes, Backfill, and Testing	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
33 39 13d	Cut-in Manhole Installation for SMH-1.2, Including Connections to Existing 8-Inch PVC Sewer Pipes, Backfill, and Testing	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00
33 39 13e	Standard Manhole Frame and Cover	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
33 39 13f	Water-tight Manhole Frame and Cover	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 750.00	\$ 1,500.00
33 40 00	Storm Sewerage								
33 40 00a	18-Inch Diameter Reinforced Concrete Pipe (RCP), Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	LF	100	\$ 150.00	\$ 15,000.00	\$ 250.00	\$ 25,000.00	\$ 295.00	\$ 29,500.00
33 40 00b	42-Inch Diameter Reinforced Concrete Pipe (RCP), Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	LF	520	\$ 275.00	\$ 143,000.00	\$ 840.00	\$ 436,800.00	\$ 570.00	\$ 296,400.00
33 40 00c	51-Inch x 31-Inch Diameter Reinforced Concrete Pipe (RCP) Arch, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	LF	60	\$ 350.00	\$ 21,000.00	\$ 1,300.00	\$ 78,000.00	\$ 975.00	\$ 58,500.00

Meeting: February 1, 2024 Item 22.

Leake Street Erwin Street Drainage Improvements			Bidder:		Baker Contracting Co., LLC		Site Engineering, Inc.		JH Benefield & Sons, Inc.	
Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
33 40 00d	Drop Inlet - Type C, Including Excavation, Bedding, Frame and Grate, Complete-in-Place	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,000.00	\$ 19,000.00	
33 40 00e	Drop Inlet - Type E, Including Excavation, Bedding, Frame and Grate, Complete-in-Place	EA	8	\$ 6,000.00	\$ 48,000.00	\$ 25,000.00	\$ 200,000.00	\$ 19,000.00	\$ 152,000.00	
33 40 00f	Junction Box, 10-ft x 5-ft I.D., Including Excavation, Bedding, Frame and Grate, Complete-in-Place	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	
33 40 00g	Junction Box, Including Excavation, Bedding, Frame and Grate, Complete-in-Place	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 30,000.00	\$ 90,000.00	\$ 19,000.00	\$ 57,000.00	
33 40 00h	Modify Existing Drop Inlet Outlet, Complete-in-Place	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 15,000.00	\$ 30,000.00	\$ 5,000.00	\$ 10,000.00	
33 40 00i	Connect Existing 30-Inch Reinforced Concrete Pipe to New Structure, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	EA	5	\$ 2,200.00	\$ 11,000.00	\$ 8,000.00	\$ 40,000.00	\$ 3,000.00	\$ 15,000.00	
33 40 00j	Connect Existing 24-Inch Reinforced Concrete Pipe to New Structure, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	
33 40 00k	Connect Existing 18-Inch Reinforced Concrete Pipe to New Structure, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00	\$ 32,000.00	\$ 3,000.00	\$ 12,000.00	
33 40 00l	Connect Existing 12-Inch Reinforced Concrete Pipe to New Structure, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	
34 00 00	Signs, Striping, and Signalization									
34 00 00a	5-Inch White Thermoplastic Solid Traffic Stripe, for Roads	LF	1,100	\$ 5.00	\$ 5,500.00	\$ 10.00	\$ 11,000.00	\$ 2.50	\$ 2,750.00	
34 00 00b	5-Inch Yellow Thermoplastic Solid Traffic Stripe, for Roads	LF	1,100	\$ 5.00	\$ 5,500.00	\$ 10.00	\$ 11,000.00	\$ 2.50	\$ 2,750.00	
34 00 00c	24-Inch White Thermoplastic Solid Traffic Stripe, for Stop Bar	LF	25	\$ 50.00	\$ 1,250.00	\$ 100.00	\$ 2,500.00	\$ 30.00	\$ 750.00	
34 00 00d	White Thermoplastic Solid Traffic Stripe, for Crosswalk	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ 8,000.00	\$ 1,100.00	\$ 1,100.00	

Meeting: February 1, 2024 Item 22.

Leake Street Erwin Street Drainage Improvements			Bidder:		Baker Contracting Co., LLC		Site Engineering, Inc.		JH Benefield & Sons, Inc.	
Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
34.00.00e	White Thermoplastic Solid Traffic Stripe, for Railroad Crossing	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ 8,000.00	\$ 500.00	\$ 500.00	
Total Schedule I- Base Bid				\$	773,430.00	\$	2,166,530.00	\$	2,303,395.00	

CHANGE ORDER



Order No.: 1
Date: January 15, 2024
Agreement Date: TBD *(initials)*

CTI PROJECT NO.: G21033
NAME OF PROJECT: LEAKE STREET & ERWIN STREET DRAINAGE IMPROVEMENTS
OWNER: CITY OF CARTERSVILLE, GA
CONTRACTOR: SITE ENGINEERING, INC

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price: \$ 2,166,530.00
The Contract Price due to this Change Order will be decreased by: \$ (276,250.00)
The new Contract Price including this Change Order will be: \$ 1,890,280.00

Change to Contract Time

The Contract Time will be increased/decreased 120 calendar days.
The date for completion of all work will be TBD *(initials)*

Justification

This change order revises the estimated contract by deleting the pay items for trench rock excavation (item 31 20 00i) and the concrete cap excavation (item 31 20 00j) and reduces the unit price on a variety of pay items as shown in the attached Change Order Summary spreadsheet. The items for deducted for the trench rock and concrete cap excavation will only be used as an allowance as directed by the engineer as needed. The revised unit prices will not change. Please see the attached detailed spreadsheet for summary of deductive change order.

Approvals Required

Accepted by: *(Signature)* Site Engineering, Inc.
Recommended by: *(Signature)* CTI Engineers, Inc.
Ordered by: _____ City of Cartersville, Georgia

CHANGE ORDER SUMMARY					
CTI Project No.: G21033					
Project Name: LEAKE STREET & ERWIN STREET DRAINAGE IMPROVEMENTS					
Client: CITY OF CARTERSVILLE, GA					
Contractor: SITE ENGINEERING, INC					
Item No.	Description	Unit	Est. No. Of Units	UNIT PRICE	Total Contract Amount
DEDUCTIVE CHANGE ORDER 1					
01 22 00b	Traffic Control Devices for Traffic Control and Road Closure to Meet MUTCD and GDOT Requirements	LS	1	\$ (40,000.00)	\$ (40,000.00)
03 30 00	Cast-In-Place Concrete. All Material and Labor, Including Form Work, Reinforcing, Concrete, and Finishing, Complete in Place as Specified and/or Shown on the Drawings				
03 30 00b	Cast-In-Place Concrete - 4,000 PSI Class A Formed, Poured, and Light Broom Finished for Slabs or Sidewalk Repair (4" Minimum Thickness) to Match Existing Grade and Elevations	SF	1,000	\$ (2.00)	\$ (2,000.00)
03 30 00c	Cast-In-Place Concrete - 4,000 PSI Class A Formed, Poured, and Light Broom Finished for Concrete Pavement Repair (8" Minimum Thickness) to Match Existing Grade and Elevations	SF	1,100	\$ (2.00)	\$ (2,200.00)
31 00 00	Earthwork				
31 20 00a	Demolition, Removal, and Disposal of Existing Storm, Including Excavation and Disposal of Existing Pipe Sections and Structures	LS	1	\$ (10,000.00)	\$ (10,000.00)
31 20 00b	Demolition, Removal, and Disposal of Existing Sewer, Including Excavation and Disposal of Existing Pipe Sections and Structures	LS	1	\$ (6,400.00)	\$ (6,400.00)
31 20 00c	Demolition of Existing Concrete, Including Saw-cutting, Excavation, and Concrete Disposal	LS	1	\$ (10,000.00)	\$ (10,000.00)
31 20 00d	Demolition of Existing Pavement, Including Saw-cutting, Excavation, and Asphalt Disposal	LS	1	\$ (5,000.00)	\$ (5,000.00)
31 20 00e	Clean Fill Backfill, in Trench for Gas Line Encasement	CY	8	\$ (100.00)	\$ (800.00)
31 20 00f	Crushed Stone Backfill, in Trench for Removed 15", 18", and 30" Culverts in Streets, Parking Lots, and Asphalt or Concrete Driveways from Top of Bedding to Finished Grade	LF	250	\$ (20.00)	\$ (5,000.00)
31 20 00g	Crushed Stone Bedding Material, in Excess of that Required for Standard Bedding and Haunching	CY	20	\$ (100.00)	\$ (2,000.00)
31 20 00h	Compacted Crushed Base Stone (GAB) for Roadway, Including Stone Placement, Compaction, and Fine Grading for Roads, Parking Lots, Driveways, and Transitions to Existing Driveways	Tons	300	\$ (10.00)	\$ (3,000.00)
31 20 00i	Trench Rock Excavation by Drill & Blast, Rock Trenching, or Hoe-ramming Methods, Including Hauling and Proper Disposal of Spoil Materials	LF	-200	\$ 500.00	\$ (100,000.00)
31 20 00j	Concrete Cap Excavation, Including Hauling and Proper Disposal of Spoil Materials	LS	-1	\$ 20,000.00	\$ (20,000.00)
31 25 00	Sedimentation and Erosion Control				
31 25 00c	Concrete Washout Structure, Including Installation, Maintenance, and Removal	EA	1	\$ (4,000.00)	\$ (4,000.00)
32 10 00	New and Replacement Paving				
32 10 00c	Asphalt Milling, 1.5" Depth, Including Loading, Hauling, and Disposal of Milled Asphalt	SY	2,050	\$ (7.00)	\$ (14,350.00)
33 11 00	Polyvinyl Chloride (PVC) Pipe and Fittings for Sewer, Bell and Spigot O-Ring Joints, ASTM D3034 (SDR 26), Including Pipe, Excavation, Installation, Standard Bedding and Backfill, and Testing				
33 31 00a	8-Inch SDR 26 PVC Gravity Sewer, 0-6 feet deep	LF	580	\$ (15.00)	\$ (8,700.00)
33 40 00	Storm Sewerage				
33 40 00b	42-Inch Diameter Reinforced Concrete Pipe (RCP), Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	LF	520	\$ (40.00)	\$ (20,800.00)
33 40 00c	51-Inch x 31-Inch Diameter Reinforced Concrete Pipe (RCP) Arch, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	LF	60	\$ (100.00)	\$ (6,000.00)
33 40 00e	Drop Inlet - Type E, Including Excavation, Bedding, Frame and Grate, Complete-in-Place	EA	8	\$ (750.00)	\$ (6,000.00)
34 00 00	Signs, Striping, and Signalization				
34 00 00d	White Thermoplastic Solid Traffic Stripe, for Crosswalk	EA	1	\$ (6,000.00)	\$ (6,000.00)
34 00 00e	White Thermoplastic Solid Traffic Stripe, for Railroad Crossing	EA	1	\$ (4,000.00)	\$ (4,000.00)
TOTAL DEDUCTIVE CHANGE ORDER 1					\$ (276,250.00)
CHANGE ORDER SUMMARY					
				TOTAL ORIGINAL BASE BID AMOUNT	\$ 2,166,530.00
				TOTAL DEDUCTIVE CHANGE ORDER 1	\$ (276,250.00)
TOTAL ADJUSTED CONTRACT AMOUNT AFTER CHANGE ORDER NO. 1					\$ 1,890,280.00

CONTRACTOR'S IDENTIFICATION

This form shall be attached to the sealed envelope containing the Bid. Failure to provide the following information on the sealed envelope will be considered a non-responsive Bid.

BIDDER: Site Engineering Inc

Name Site Engineering Inc

Address 7025 Best Friend Rd.

Atlanta, GA 30340

Georgia Utility License No. UC300075

Expiration Date 04.30.25

**SEALED BID PROPOSAL FOR THE
CITY OF CARTERSVILLE, GEORGIA**

**FOR THE CONSTRUCTION OF THE
LEAKE STREET ERWIN STREET DRAINAGE IMPROVEMENTS**

Bid Date 10.11.23

Bid Time 2 pm

BID

Project Description: Leake Street Erwin Street Drainage Improvements

Proposal of Site Engineering Inc
(hereinafter called "Bidder"), doing business as A Corporation
a corporation, ~~a partnership, an individual~~

To City of Cartersville (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the construction of this project having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to complete material acquisition and onsite mobilization within no more than 90 consecutive calendar days. Once construction commences, the Contractor has 120 consecutive calendar days for substantial completion thereafter as stipulated in the Specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

Bidder agrees to perform all the construction of the project complete with appurtenant and accessory work described in the Specifications and shown on the plans for the attached price(s).

The attached price(s) shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within ten days and deliver a surety bond or bonds as required by the General Conditions. The Bid security attached in the sum of 5 percent of the total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

Site Engineering Inc

By _____

Signature

Title President

7025 Best Friend Rd.

Atlanta, GA 30340

Business Address

ATTEST:

Diane Bonilla

Name Diane Bonilla

(Please Type)

Title Secretary



Note: Attest for a corporation must be by the corporate secretary or a partnership by another partner; for an individual by a Notary.

BID SCHEDULE FOR UNIT PRICE LEAKE STREET ERWIN STREET DRAINAGE IMPROVEMENTS CITY OF CARTERSVILLE CARTERSVILLE, GEORGIA					
Note: Unless otherwise stated, all bid items shall be a complete installation as specified and/or shown on the Drawings.					
Item No.	Description	Unit	Est. No. of Units	Unit Price	Item Total
SCHEDULE I - BASE BID					
00 66 13	Performance & Payment Bonds (Max 2% of Bid)	LS	1	\$20,000.00	\$ 20,000.00
01 11 00	Mobilization and Bonding (Maximum 2.5% of Bid) Including Locating and Excavating (pot-holing) the Existing Utilities, Project Lay-out and Staking, and Coordination with the City of Cartersville	LS	1	\$40,000.00	\$ 40,000.00
01 22 00b	Traffic Control Devices for Traffic Control and Road Closure to Meet MUTCD and GDOT Requirements	LS	1	\$50,000.00	\$ 50,000.00
01 78 39	GPS Survey for Record Drawings	LS	1	\$20,000.00	\$ 20,000.00
03 30 00	Cast-In-Place Concrete. All Material and Labor, Including Form Work, Reinforcing, Concrete, and Finishing, Complete in Place as Specified and/or Shown on the Drawings				
03 30 00a	Cast-In-Place Concrete - 3,000 PSI Class B for Thrust Blocks, Pipe Encasement, and Pipe Protection	CY	5	\$500.00	\$ 2,500.00
03 30 00b	Cast-In-Place Concrete - 4,000 PSI Class A Formed, Poured, and Light Broom Finished for Slabs or Sidewalk Repair (4" Minimum Thickness) to Match Existing Grade and Elevations	SF	1,000	\$14.00	\$ 14,000.00
03 30 00c	Cast-In-Place Concrete - 4,000 PSI Class A Formed, Poured, and Light Broom Finished for Concrete Pavement Repair (8" Minimum Thickness) to Match Existing Grade and Elevations	SF	1,100	\$20.00	\$ 22,000.00
03 30 00d	Concrete Curb & Gutter Repair - 4,000 PSI Class A Formed, Poured, and Finished to Match Existing Grade and Elevations	LF	120	\$80.00	\$9,600.00
03 30 00e	Concrete Header Curb Repair - 4,000 PSI Class A Formed, Poured, and Finished to Match Existing Grade and Elevations	LF	480	\$80.00	\$ 38,400.00
03 30 00f	Concrete Spillway to DI-1.8C - 4,000 PSI Class A Formed, Poured, and Finished	EA	1	\$4,000.00	\$ 4,000.00
03 30 00g	Concrete Top Slab with Reinforcement at DI-1.8C - 4,000 PSI Class A Formed, Poured, and Finished	EA	1	\$4,000.00	\$ \$4,000.00
03 30 00h	Concrete Curb Ramp, Type B - 4,000 PSI Class A Formed, Poured, and Light Broom Finished, Including Detectable Warning Surface	EA	2	\$4,000.00	\$ 8,000.00
03 30 00i	Concrete Curb Ramp, Type D - 4,000 PSI Class A Formed, Poured, and Light Broom Finished, Including Detectable Warning Surface	EA	2	5,000.00	\$ 10,000.00

Item No.	Description	Unit	Est. No. of Units	Unit Price	Item Total
31 20 00	Earthwork				
31 20 00a	Demolition, Removal, and Disposal of Existing Storm , Including Excavation and Disposal of Existing Pipe Sections and Structures	LS	1	\$80,000.00	\$ 80,000.00
31 20 00b	Demolition, Removal, and Disposal of Existing Sewer , Including Excavation and Disposal of Existing Pipe Sections and Structures	LS	1	\$25,600.00	\$ 25,600.00
31 20 00c	Demolition of Existing Concrete , Including Saw-cutting, Excavation, and Concrete Disposal	LS	1	\$50,000.00	\$ 50,000.00
31 20 00d	Demolition of Existing Pavement , Including Saw-cutting, Excavation, and Asphalt Disposal	LS	1	\$50,000.00	\$ 50,000.00
31 20 00e	Clean Fill Backfill , in Trench for Gas Line Encasement	CY	8	\$400.00	\$ 3,200.00
31 20 00f	Crushed Stone Backfill , in Trench for Removed 15", 18", and 30" Culverts in Streets, Parking Lots, and Asphalt or Concrete Driveways from Top of Bedding to Finished Grade	LF	250	\$200.00	\$ 50,000.00
31 20 00g	Crushed Stone Bedding Material , in Excess of that Required for Standard Bedding and Haunching	CY	20	\$400.00	\$ 8,000.00
31 20 00h	Compacted Crushed Base Stone (GAB) for Roadway, Including Stone Placement, Compaction, and Fine Grading for Roads, Parking Lots, Driveways, and Transitions to Existing Driveways	Tons	300	\$100.00	\$ 30,000.00
31 20 00i	Trench Rock Excavation by Drill & Blast, Rock Trenching, or Hoe-ramming Methods, Including Hauling and Proper Disposal of Spoil Materials	LF	200	\$500.00	\$ 100,000.00
31 20 00j	Concrete Cap Excavation , Including Hauling and Proper Disposal of Spoil Materials	LS	1	\$20,000.00	\$ 20,000.00
31 25 00	Sedimentation and Erosion Control				
31 25 00a	Inlet Sediment Traps , For Inlet Protection Including Installation, Maintenance, and Removal	EA	12	\$500.00	\$ 6,000.00
31 25 00b	Construction Entrance Including Stone and Geotextile Filter Fabric	EA	1	\$4,000.00	\$ 4,000.00
31 25 00c	Concrete Washout Structure , Including Installation, Maintenance, and Removal	EA	1	\$8,000.00	\$ 8,000.00
31 25 00d	Seeding and Mulching , Including Materials	SY	70	\$100.00	\$ 7,000.00
32 10 00	New and Replacement Paving				
32 10 00a	Heavy Duty Asphalt Pavement Replacement for Roads, Trench Width with 2.5" of 19 mm Binder Mix, Including Saw-cutting and Base Stone Compaction	Tons	90	\$500.00	\$ 45,000.00
32 10 00b	Heavy Duty Asphalt Pavement Replacement for Roads, Full Roadway Width with 1.5" of 9.5 mm GDOT mix, Including Saw-cutting	Tons	130	\$500.00	\$ 65,000.00
32 10 00c	Asphalt Milling , 1.5" Depth, Including Loading, Hauling, and Disposal of Milled Asphalt	SY	2,050	\$35.00	\$ 71,750.00

Item No.	Description	Unit	Est. No. of Units	Unit Price	Item Total
32 92 19	Seeding and Mulching				
32 92 19a	Temporary Mulching (Ds1)	LF	250	\$5.00	\$ 1,250.00
32 92 19b	Temporary Seeding and Mulching (Ds2)	LF	250	\$1.00	\$ 250.00
32 92 19c	Permanent Seeding And Mulch Including Topsoil placement, Seed Fertilizer, Limestone, and Mulch	LF	250	\$30.00	\$ 7,500.00
33 11 00	Polyvinyl Chloride (PVC) Pipe and Fittings for Sewer, Bell and Spigot O-Ring Joints, ASTM D3034 (SDR 26), Including Pipe, Excavation, Installation, Standard Bedding and Backfill, and Testing				
33 31 00a	8-Inch SDR 26 PVC Gravity Sewer, 0-6 feet deep	LF	580	\$235.00	\$ 136,300.00
33 31 00b	8-Inch SDR 26 PVC Gravity Sewer, 6-8 feet deep	LF	60	\$250.00	\$ 15,000.00
	Polyvinyl Chloride (PVC) Pipe and Fittings for Sewer Services, ASTM D3034 (SDR 26), Including Excavation, Installation, Standard Bedding and Backfill, and Testing				
33 31 00c	8-Inch x 6-Inch PVC Tee for Service Lines	EA	3	\$500.00	\$ 1,500.00
33 31 00d	6-Inch SDR 26 PVC Cleanout for Service Lines	EA	3	\$500.00	\$ 1,500.00
33 31 00e	6-Inch SDR 26 PVC Service Line	LF	100	\$100.00	\$ 10,000.00
33 31 00f	PVC Pipe Deflection Test	LF	740	\$2.00	\$ 1,480.00
33 31 00g	CCTV Camera Inspection of Installed 8-Inch Gravity Sewer Lines	LF	640	\$10.00	\$ 6,400.00
33 39 13	Sewer Manholes and Covers. Precast Concrete Manholes, Standard Cover, Including Base with Invert, Risers, Frame, Cover, Cone or Slab, Adjusting Rings, and Brick Work Required				
33 39 13a	4-foot Diameter Precast Concrete Manhole, 0-8 feet deep, Including Base Section, Invert, Risers, and Cone or Flat Top Section	EA	3	\$10,000.00	\$ 30,000.00
33 39 13b	Cut-in Manhole Installation for SMH-1.0, Including Connections to Existing 12-Inch VCP Sewer Pipe and Existing 8-Inch DIP Sewer Pipe, Backfill, and Testing	EA	1	\$10,000.00	\$ 10,000.00
33 39 13c	Cut-in Manhole Installation for SMH-1.1, Including Connections to Existing 6-Inch VCP Sewer Pipes, Backfill, and Testing	EA	1	\$12,000.00	\$ 12,000.00
33 39 13d	Cut-in Manhole Installation for SMH-1.2, Including Connections to Existing 8-Inch PVC Sewer Pipes,	EA	1	\$14,000.00	\$ 14,000.00
33 39 13e	Standard Manhole Frame and Cover	EA	1	\$2,000.00	\$ 2,000.00
33 39 13f	Water-tight Manhole Frame and Cover	EA	2	\$2,500.00	\$ 5,000.00
33 40 00	Storm Sewerage				
33 40 00a	18-Inch Diameter Reinforced Concrete Pipe (RCP), Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	LF	100	\$250.00	\$ 25,000.00
33 40 00b	42-Inch Diameter Reinforced Concrete Pipe (RCP), Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	LF	520	\$840.00	\$ 436,800.00
33 40 00c	51-Inch x 31-Inch Diameter Reinforced Concrete Pipe (RCP) Arch, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	LF	60	\$1,300.00	\$ 78,000.00
33 40 00d	Drop Inlet - Type C, Including Excavation, Bedding, Frame and Grate, Complete-in-Place	EA	1	\$20,000.00	\$ 20,000.00
33 40 00e	Drop Inlet - Type E, Including Excavation, Bedding, Frame and Grate, Complete-in-Place	EA	8	\$25,000.00	\$ 200,000.00

Item No.	Description	Unit	Est. No. of Units	Unit Price	Item Total
33 40 00f	Junction Box, 10-ft x 5-ft I.D., Including Excavation, Bedding, Frame and Grate, Complete-in-Place	EA	1	\$40,000.00	\$ 40,000.00
33 40 00g	Junction Box, Including Excavation, Bedding, Frame and Grate, Complete-in-Place	EA	3	\$30,000.00	\$ 90,000.00
33 40 00h	Modify Existing Drop Inlet Outlet, Complete-in-Place	EA	2	\$15,000.00	\$ 30,000.00
33 40 00i	Connect Existing 30-Inch Reinforced Concrete Pipe to New Structure, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	EA	5	\$8,000.00	\$ 40,000.00
33 40 00j	Connect Existing 24-Inch Reinforced Concrete Pipe to New Structure, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	EA	1	\$8,000.00	\$ 8,000.00
33 40 00k	Connect Existing 18-Inch Reinforced Concrete Pipe to New Structure, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	EA	4	\$8,000.00	\$ 32,000.00
33 40 00l	Connect Existing 12-Inch Reinforced Concrete Pipe to New Structure, Including Excavation, Disposal of Soil and Debris, Bedding and Backfill, Complete-in-Place	EA	1	\$6,000.00	\$ 6,000.00
34 00 00	Signs, Striping, and Signalization				
34 00 00a	5-Inch White Thermoplastic Solid Traffic Stripe, for Roads	LF	1,100	\$10.00	\$ 11,000.00
34 00 00b	5-Inch Yellow Thermoplastic Solid Traffic Stripe, for Roads	LF	1,100	\$10.00	\$ 11,000.00
34 00 00c	24-Inch White Thermoplastic Solid Traffic Stripe, for Stop Bar	LF	25	\$100.00	\$ 2,500.00
34 00 00d	White Thermoplastic Solid Traffic Stripe, for Crosswalk	EA	1	\$8,000.00	\$ 8,000.00
34 00 00e	White Thermoplastic Solid Traffic Stripe, for Railroad Crossing	EA	1	\$8,000.00	\$ 8,000.00
TOTAL SCHEDULE I - BASE BID				\$2,166,530.00	
Notes:					
1. Bidders shall submit a bid on a unit price basis.					
2. Contract will be awarded (if it is awarded) to the responsible and responsive bidder submitting the lowest bid.					
BIDDER Site Engineering Inc			DATE October 12, 2023		
BY <i>Dwight A Voyles</i>		(Signature)		TITLE Vice President	
ADDRESS 7025 Best Friend Road					
CITY Atlanta		STATE GA		ZIP CODE 30340	
PHONE 770-263-7234		FAX N/A		E-MAIL dwight@siteengineeringinc.com	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Site Engineering, Inc. _____ as Principal, and
Travelers Casualty and Surety Company of America _____ as Surety,
are hereby held and firmly bound unto City of Cartersville, as Owner in the penal sum of five
percent of the total Bid which equals Five Percent (5%) of the Amount Bid
_____ for the payment of which, well and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to
City of Cartersville a certain Bid, attached hereto and hereby made a part hereof to enter into
a contract in writing for the construction of the Leake Street Erwin Street Drainage
Improvements.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (properly completed in accordance with
said Bid) and shall furnish a bond for his faithful performance of said contract, and
for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement created
by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of the time within
which the Owner may accept such Bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the 11th day of October, 2023.

CONTRACTOR - PRINCIPAL:
Site Engineering, Inc.

By Dwight A. Voyles
Name Dwight A Voyles
(Please Type)

Title Vice President

ATTEST:
Diane Bonilla
Name Diane Bonilla
(Please Type)
Title Secretary



Note: Attest for a Corporation must be by the corporate secretary or in a partnership by another partner; for an individual by a Notary.

SURETY:

Travelers Casualty and Surety Company of America

By Bianca M. Phillips
Name Bianca M Phillips
(Please Type)

Title Attorney-in-Fact
(Attach Power of Attorney)

ATTEST:
Maureen McNeill
Name Maureen McNeill
(Please Type)
Title Witness



(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Bianca M Phillips of Philadelphia PA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

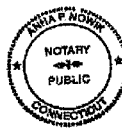
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of October, 2023.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER ACKNOWLEDGMENT OF CONTRACT TIME

By signature below, Bidder acknowledges and agrees that no more than 90 consecutive calendar days for material acquisition and onsite mobilization followed by 120 consecutive calendar days for substantial completion of the work included in these Contract Documents is either:

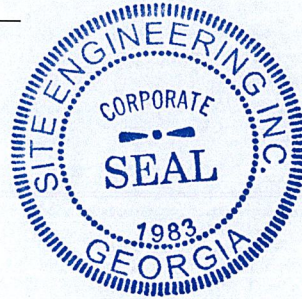
1. Sufficient, barring changed conditions, acts of God, or abnormal weather conditions that would justify time extensions; or
2. Insufficient, in which case the Contractor agrees that the price bid includes an allowance for liquidated damages of adequate magnitude to cover the additional time required to complete the work.

Bidder Name Site Engineering Inc

Signature Dwight A. Voyles

Attest:

Diane Bonilla



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Attach all additional sheets to these Contract Documents.

1. Name of Bidder. Site Engineering Inc
2. Permanent main office address. 7025 Best Friend Rd., Atlanta, GA 30340
3. When organized. 10/25/1983
4. If a corporation, where incorporated. GA
5. How many years have you been engaged in the contracting business under your present firm or trade name? 40
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company. See attached Statement of Capability
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
10. List the most important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. See Attached
11. List your major equipment available for this project. See Attached
12. Experience in construction work similar in importance to this project.
See Attached Detailed Project Summaries



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CONTRACTS ON HAND 10/01/2023

Project: Construction and Rehabilitation of Gravity and Sewer Force Main On an Annual Contract

Owner: Gwinnett County
75 Langley Drive
Lawrenceville, GA 30046

Architect/Engineer: Gwinnett County

Contract Amount: \$2 million
Contract Date: July 16, 2018
Scheduled Completion Date: July 15, 2023 (Renewed Annual Contract)
Percent Complete: 80%

Project: On-Call Water & Sewer Emergency & Operational Repair/Maintenance & Construction Services

Owner: City of Stockbridge
4640 North Henry Blvd
Stockbridge, GA 30281

Architect/Engineer: City of Stockbridge.

Contract Amount: \$169,390.00
Contract Date: April 12, 2023
Scheduled Completion Date: April 12, 2024
Percent Complete: 10%

Project: Fulton County 2023 Standby Misc. Construction – Water System Service

Owner: Fulton County Department of Public Works
141 Pryor Street, Atlanta, GA 30303

Architect/Engineer: Fulton County

Contract Amount: \$1.2 million
Contract Date: January 1, 2023
Scheduled Completion Date: December 31, 2023
Percent Complete: 0%

Project: Fulton County 2023 Standby Misc. Construction – Wastewater System Service

Owner: Fulton County Department of Public Works
141 Pryor Street, Atlanta, GA 30303

Architect/Engineer: Fulton County

Contract Amount: \$3 million
Contract Date: January 1, 2023
Scheduled Completion Date: December 31, 2023
Percent Complete: 25%

Project: Middle Yellow River Interceptor Sewer Improvements, PH I

Owner: Gwinnett County
75 Langley Drive, Lawrenceville, GA 30046

Architect/Engineer: ESI
3855 Shallowford Rd., Suite 525
Marietta, GA 30062

Contract Amount: \$3 million
Contract Date: May 10, 2022
Scheduled Completion Date:
Percent Complete: 25%

Project: ANT-3304-00 Waterline Rehabilitation Project, Hampton, GA

Owner: PTSI Managed Services, Inc.
955 L'Enfant Plaza SW Suite 6100
Washington, DC 20024

Architect/Engineer:

Contract Amount: \$2,254,018.00
Contract Date: August 23, 2022
Scheduled Completion Date:
Percent Complete: 65%

<p>Site Engineering Inc. 7025 Best Friend Rd., Atlanta, GA 30340 http://siteengineeringinc.com/ Phone: 770-263-7234</p>	<h2>CAPABILITY STATEMENT</h2>
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Core Competencies

Site Engineering Inc. has a well-educated and trained team of employees that work together to accomplish effective outcomes for our company and our clients. SEI operates under a Project Management framework developed and used over the years to suit local conditions in this region to ensure successful completion of projects on time and within budget

CLIENTS	Differentiators
<ul style="list-style-type: none"> • Fulton County Dept. of Public Works • Unified Government of Athens-Clarke County • DeKalb County • 94 CONF/LOC Dept. of the Air Force • Gwinnett County • City of Gainesville • Marietta Lights & Water Authority 	<p>Our services include:</p> <ul style="list-style-type: none"> • Project Planning • Construction Supervision • Contract Implementation • Materials Ordering & Expediting • Team Alliancing and Liaison • Financial Reporting • Cash Flow Control • Scheduling • Progress Reporting

SAFETY	Licenses & Certifications
<p>As both a general contractor and a utility contractor, Site Engineering Inc. operates an aggressive safety program requiring all management, employees, and subcontractors to adhere to all SEI and OSHA safety requirements and standards. SEI takes pride in making the safety of all individuals on our projects top priority. SEI's comprehensive safety program governs safety compliance of all individuals on the job site.</p>	<ul style="list-style-type: none"> • General Contractor – GCCO003235 • Utility Contractor – UC300075 • DeKalb County LSBE • Clayton County LSBE • GA DOT Certification \$32.7 million • City of Atlanta, SBO • Paxton Billingsley, P.E. • J. David Hess, P.E.



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SITE ENGINEERING, INC.

Site Engineering, Inc. was incorporated in the state of Georgia in October, 1983, with our office located in Atlanta. Originally founded by Byron Billingsley, CEO, and Elizabeth Billingsley, CFO, the company has grown consistently to include a total of five officers and 36 employees.

Site Engineering's primary focus is underground utilities construction, completing waterline, storm drainage, and sewer projects throughout metropolitan Atlanta and the state of Georgia. It has expanded its operations to all infrastructure improvements, site development, and has completed numerous design/build projects including parks and athletic fields.

Site Engineering has a well-educated and trained team of employees that work together to accomplish effective outcomes for our company and our customers. SEI operates under a Project Management framework developed and used over the years to suit local conditions in this region to ensure successful completion of projects on time and within budget.

Our service includes:

- Project Planning
- Construction Supervision
- Contract Implementation
- Materials Ordering & Expediting
- Team Alliances and Liaison
- Financial Reporting
- Cash Flow Control
- Scheduling
- Progress Reporting



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MAJOR PROJECTS COMPLETED IN PAST FIVE YEARS

Job Detail Forms, which provide all the requested information, is attached for the following major projects:

Anderson, Dubling & Herring Water Lines

5423 Pine Valley Drive Emergency Repair

Little River Phase 4 and Phase 5

Farrell Creek-- Chattahoochee Interceptor Upgrades

Publix Distribution Interceptor Upsizing

McNutt Creek Sewer Connector – Phase II



7025 Best Friend Rd. Atlanta, GA 30340 770-263-7234 Fax# 770-263-0892

Project Name: Anderson, Dubling & Herring
Location: Athens, GA

Project Owner: Unified Government of Athens-Clarke County
Address: 124 E Hancock Ave., Athens, GA 30601
Contact Person: Gregory Jackson, PE Telephone: 762-400-6753
E-mail: Gregory.jackson@accgov.com

Primary Contractor: Site Engineering Inc.
Percent SEI forces: 95%
Subcontractors: Geo-Hydro Engineers

Project Architect/Engineer: Unified Government of Athens-Clarke County
Address: 124 E Hancock Ave., Athens, GA 30601
Contact Person: Gregory Jackson, PE Telephone: 762-400-6753
E-mail: Gregory.jackson@accgov.com

SEI Project Manager: Carter Hewitt SEI Project Superintendent: Demetrio Navarrete

Contract Bid Amount: \$1,000,850.72 Final Contract Amount: \$1,000,850.72

Contract Dates: Notice to Proceed: 08/26/2019 Completion Date: 12/12/2019
Completion Time: Established Days: 140 Days Actual Completion Days: 80 Days

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT#:

Type of Project: (X) Water () Sewer () Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project:: Install 5335 lf of DIP Water Line & fittings, installation of 3/4" long and short service lines, disinfection, rock excavation, connection to existing water lines, 5-8" gate valves with box, curb and gutter removal and replacement, concrete driveway removal and replacement, asphalt removal and replacement, pedestrian crosswalk stripping, sidewalk removal and replacement, Fire Hydrant assembly, erosion, sediment & pollution control; Traffic permitting done in house using Traffic Graphics software to develop detour routes for submission to county agencies, a long with DOT certified flaggers

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines:

Table with 3 columns: Pipe Size, Pipe Type, Pipe Length. Rows include Pipe Size: 6", Pipe Type: DIP, Pipe Length: 2720 lf; Pipe Size: 8", Pipe Type: DIP & RJ DIP, Pipe Length: 2615 lf; Pipe Size: , Pipe Type: , Pipe Length: .

Place XX by all that Apply:

- () Installation and/or adjustment of manhole rings and covers
(XX) Restoration of landscaping and/or vegetation of disturbed site



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Project Name: 2018 Standby Misc. Construction – Wastewater System Services -
5423 Pine Valley Drive Emergency Repair
Location: Fulton County

Project Owner: Fulton County Dept. of Public Works
Address: 141 Pryor Street, SW, Suite 6001, Atlanta, GA 30303
Contact Person: Walt Raque Telephone: 678-410-7898 E-mail:

Primary Contractor: Site Engineering Inc.
Percent SEI forces: 95%
Subcontractors: Site Mix Grouting, Culy Contracting, Strack

Project Architect/Engineer:
Address: 141 Pryor Street, SW, Suite 6001, Atlanta, GA 30303
Contact Person: Walt Raque Telephone: 678-410-7898 E-mail:

SE I Project Manager: David Hess SEI Project Superintendent: Clint Voyles

Contract Bid Amount: \$3,825,823.43 Final Contract Amount: \$3,825,823.43

Contract Dates: Notice to Proceed: 12/24/18 Completion Date: 9/13/19
Completion Time: Established Days: 365 (x1) Actual Completion Days: 365 (x1)

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT#:

Type of Project: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Emergency slip lining of HOBAS pipe into existing RCP & DIP sewer main. Jack & Bore 24" 350lf (x2)

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines:

Pipe Size	Pipe Type	Pipe Length
Pipe Size: 48"	Pipe Type: HOBAS	Pipe Length: 100 lf
Pipe Size: 42"	Pipe Type: HOBAS	Pipe Length: 1458 lf
Pipe Size: 36"	Pipe Type: HOBAS	Pipe Length: 1563 lf
Pipe Size: 30"	Pipe Type: HOBAS	Pipe Length: 111.0lf

- Place XX by all that Apply:
- (XX) Bypass pumping Type: HDPE Size: 24" 5,000+gpm
 - (XX) Traffic diversion/maintenance
 - (XX) Installation and/or adjustment of manhole rings and covers
 - (XX) Restoration of landscaping and/or vegetation of disturbed site
 - (XX) Crossing of streams or creeks



7025 Best Friend Rd. Atlanta, GA 30340 770-263-7234 Fax # 770-263-0892

Fulton County: 2018 Standby Miscellaneous Construction – Wastewater System Services
Little River Ph 4&Ph 5

Location: Fulton County

Project Owner: Fulton County Dept. of Public Works
Address: 141 Pryor Street, Suite 6001, Atlanta, GA 30303
Contact Person: Sam Tamakloe
E-mail: sam.tamakloe@fultoncountyga.gov

Telephone: 404-612-3011

Primary Contractor: Site Engineering Inc.
Percent SEI forces: 85%
Subcontractors: Granite Inliner

Project Architect/Engineer: Fulton County Dept. of Public Works
Address: 141 Pryor Street, Suite 6001, Atlanta, GA 30303
Contact Person: Sam Tamakloe
E-mail: sam.tamakloe@fultoncountyga.gov

Telephone: 404-612-3011

SEI Project Manager: David Hess

SEI Project Superintendent: Clint Voyles

Contract Bid Amount: \$1,346,986.00

Final Contract Amount: \$1,346,986.00

Contract Dates: Notice to Proceed: 03.01.21
Completion Time: Established Days: 75

Completion Date: 05.03.21
Actual Completion Days: 63

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT#:

Type of Project: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: CCTV & CIPP (UV) 5,189lf of verified clay pipe

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines:

Pipe Size	Pipe Type	Pipe Length
Pipe Size: 8"	Pipe Type: CP	Pipe Length: 5,189lf
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

Place XX by all that Apply:

- () Bypass pumping GPM: 624
- (XX) Traffic diversion/maintenance
- (XX) Installation and/or adjustment of manhole rings and covers
- () Rock excavation
- (XX) Restoration of landscaping and/or vegetation of disturbed site



7025 Be.

Project Name: Farrell Creek – Chattahoochee Interceptor Upgrades
Location: Gwinnett County

Project Owner: Gwinnett County Department of Water Resources
Address: 684 Winder Highway, Lawrenceville, GA 30045
Contact Person: Mary Price Telephone: 678-376-6915
E-mail: mary.price@gwinnettcountry.com

Primary Contractor: Site Engineering Inc.
Percent SEI forces: 85%
Subcontractors: STRACK, Rain for Rent, TEC, Les-n Lawn Care, & United Consulting

Project Architect/Engineer: Precision Planning
Address: 400 Pike Blvd., Lawrenceville, GA 30046
Contact Person: Bill Crowder Telephone: 770-338-8188
E-mail: 105bc@ppi.us

SE I Project Manager: David Hess SEI Project Superintendent: Jaime Santana-Navarrete

Contract Bid Amount: \$3,965,351.00 Final Contract Amount: \$3,715,567.22

Contract Dates: Notice to Proceed: 8.19.2020 Completion Date: 05/26/2021
Completion Time: Established Days: 300 Actual Completion Days: 280

Completed under the NPDES permit for storm water discharges from construction activities (XX) YES () NO
If yes, indicate type of permit held by SEI: (XX) Primary () Secondary () Tertiary PERMIT #:500333

Type of Project: () Water (XX) Sewer () Storm Drainage (XX) Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: 100 lf of Jack & Bore 36" Steel Casing (Dirt Bore), 250 lf Jack & Bore 36" Steel Casing (Pilot Tube), 159 lf 8" PVC Open Cut depths from 0' – 7.99', 6,520 lf of 18" DIP open cut depths from 0' – 17.99', 182 lf House Service Connection, 16 Sewer Cleanouts, Bypass Pumping 0-200 & 600-800, 6774 lf Discharge <6", 72" Doghouse Man hole, 324 vf 48" dia. Manhole (base, barrels and core), Abandon, Remove and Cut/Plug Existing Manholes, Temporary Stream Crossing, Wetlands, Streambank, Stream Buffer Restoration, R&R Riverstone Ditch Rock, R&R Gazebo & Shed, R&R Wood Fence/Deck, R&R Pavillion at Tennis Court, Grout fill existing sewer main

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines:

Pipe Size	Pipe Type	Pipe Length
Pipe Size: 8"	Pipe Type: PVC	Pipe Length: 159lf
Pipe Size: 18"	Pipe Type: DIP	Pipe Length: 6520lf
Pipe Size: 12"	Pipe Type: DIP	Pipe Length: 20lf

Place XX by all that Apply:
(XX) Installation and/or adjustment of manhole rings and covers
(XX) Rock excavation
(XX) Restoration of landscaping and/or vegetation of disturbed site



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Project Name: Publix Distribution InterceptorUpsizing

Location: Gwinnett County, GA

Project Owner: Gwinnett County Department of Water Resources

Address: 684 Winder Hwy., Lawrenceville, GA 30045

Contact Person: Waymon Still, Construction Manager

Telephone #: 678-376-4297

Email: waymon.still@gwinnettcountry.com

Prime Contractor: Site Engineering Inc.

Percent SEI forces: 90%

Subcontractors: Controlled Blasting, Professional Pipeline

Project Architect/Engineer: Prime Engineering

Address: 1888 Emory St. NW, Atlanta, GA 30318

Contact Person: Andy Seddon Contact's Telephone#: 404-425-7156

SEI Project Manager: Carter Hewitt

Superintendent: Demetrio Navarrete

Contract Bid Amount: \$2,215,427.00

Final Contract Amount: \$2,215,427.00

Contract Dates: Notice to Proceed: 04.20.2020

Final Completion Date: 05.26.2021

Completion Time: Established Days: 365 days

Actual Completion Days: 365

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT#:

Project Description: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Project consisting of upsizing 5,000 + lf of Gravity Sewer, rock excavation and blasting of abandon grout filled pipes, coordinating with CPC Personnel, and using a Timbermat bridge to move equipment over right of way, Traffic permitting done in house using Traffic Graphis software to develop detour routes for submission to county agencies, a long with DOT Certified Flaggers.

Methods used for erosion, sediment, and pollution control: Standard E.C. Practices as per GA Soil & Water Conservation.

Description of Sewer/Water Pipelines:

Pipe Size: 30"	Pipe Type: HDPE	Pipe Length: 2200lf
Pipe Size: 24"	Pipe Type: PVC	Pipe Length: 2300lf
Pipe Size:	Pipe Type:	Pipe Length:
	Pipe Type:	Pipe Length:

Place XX by all that Apply:

- (XX) Project along shoulder of at least 2 lane road and/or within right-of-way and/or at road intersection
- (XX) Rock excavation
- (XX) Coordination/work with other utilities
- (XX) Licensed utility contractor on project
- (XX) Restoration of landscaping
- (XX) Asphalt Paving



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Project Name: McNutt Creek Sewer Connector – Phase II
 Location: Oconee County

Project Owner: Oconee County Board of Commissioners
 Address: 1291 Greensboro Highway, Watkinsville, GA 30677
 Contact Person: Ryann Meeler Telephone: 706-215-1804 E-mail: rmeeler@oconee.ga.us

Primary Contractor: Site Engineering Inc.
 Percent SEI forces: 80%
 Subcontractors: Controlled Blasting, NGE Services, Erosion Mgmt. Services, Phoenix Seismic, Williams & Associates and Geo Hydro

Project Architect/Engineer: Precision Planning, Inc.
 Address: 802 East Spring Street, Monroe, GA 30655
 Contact Person: Jim Sunta Telephone: 404-372-1353 E-mail: 517js@ppi.us

SEI Project Manager: Paxton Billingsley SEI Project Superintendent: Clint Voyles

Contract Bid Amount: \$3,395,298.00 Final Contract Amount: \$3,863,098.00**
 ** APPROVED CHANGE ORDERS

Contract Dates: Notice to Proceed: November 15, 2016 Completion Date: December 21, 2018
 Completion Time: Established Days: 475 Actual Completion Days: 809**
 **APPROVED TIME EXTENSION

Completed under the NPDES permit for storm water discharges from construction activities (XX) YES () NO
 If yes, indicate type of permit held by SEI: (XX) Primary () Secondary () Tertiary PERMIT #: GAR100002

Type of Project: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
 () Parks () Site Work () Dam

Additional information/details on project: **Construction of approximately 10,000 LF 18" at depths of 12' –40' and 200 LF 8" diameter gravity sewer line, including 44 manholes, 1,425 LF of jack and bore, connections to existing sanitary sewer lines, reconnection of 7 existing sanitary services and demolition of 1,350 LF existing 8" sanitary sewer line.**

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines:

Pipe Size: 18"	Pipe Type: DIP	Pipe Length: 10,000 lf
Pipe Size: 8"	Pipe Type: DIP	Pipe Length: 200 lf
Pipe Size: 8"	Pipe Type: PVC/CLAY	Pipe Length: 1350lf Demo
Pipe Size:	Pipe Type:	Pipe Length:

- Place **XX** by all that Apply:
- () Bypass pumping Type: Size:
 - () Traffic diversion/maintenance
 - (XX) Installation and/or adjustment of manhole rings and covers
 - (XX) Rock excavation
 - (XX) Restoration of landscaping and/or vegetation of disturbed site
 - (XX) Crossing of streams or creeks

Site Engineering Inc
Equipment Condensed List

Meeting: February 1, 2024 Item22.

Equipment No	Description	Category
2005HOOP-2	Hooper FBTRL 7 X 18 #3575	TLR
2007EB25T	2007 EB 25XPL #3389	TLR
2014HOOP-1	Hooper FBTRL 7X18 #2919	TLR
2020EB50T	EagerBeaver LOWBOY TRL #3391	TLR
2021EB25T	21' EagerBeaver Dump Trl #4802	TLR
24MCKDUMP	2024 Mack Dump #1301	TRK
AIRCOMP-1	P185WIR Air Compressor #1869	TBD
AIRCOMP-2	P185WIR Air Compressor #8417	TBD
BORE-1	MCL24B Auger Boring Mach #0349	TBD
BORE-2	BORE-IT M12	TBD
CAT279-1	Caterpillar Track Loader #6994	CTL
CAT279-2	Caterpillar Track Loader #3524	CTL
CAT279-3	Caterpillar Track Loader #6677	CTL
CAT312	Caterpillar Hydro Exc #0322	EXC
CAT336-1	Caterpillar Hydro Exc #0205	EXC
CAT336-2	Caterpillar Hydro Exc #0479	EXC
CAT345	Caterpillar Hydro Exc #2344	EXC
CAT924	Caterpillar Wheel Loader #3035	WHL
CHEVY-0767	1500 Chevrolet	TRK
CHEVY-5589	2016 Chevy Colorado -5589	TRK
CREW 1	Cesar Vazquez Inventory	TLINV
CREW 2	Demetrio Navarrete Inventory	TLINV
CREW 3	Eloy Nunez Inventory	TLINV
CREW 4	Jaime Santanta Inventory	TLINV
CREW 5	Justo Santana Inventory	TLINV
F150-1646	2016 F150-1646	TRK
F150-4055	2015 F150-4055	TRK
F250-0057	2018 F150-0057	TRK
F250-0110	2019 F250-0110	TRK
F250-0162	2019 FORD 2WD SUPERCAB 4S	TRK
F250-1846	2022 F250-1846	TRK
F250-1848	2022 F250-1848	TRK
F250-1970	2013 F250-1970	TRK
F250-4623	2019 F250-4623	TRK
F250-7561	2014 F250-7561	TRK
F250-8024	2019 F250-8024	TRK
F350-8469	2022 F350-8469	TRK
FUELTKN	FUEL TANK 500 GAL.	TBD
GBOX	GRAVEL OR GRAY BOX	TBD
HOOPERWELD	Welding Trailer #0596	TLR
JD444-1	John Deere Wheel Loader #6241	WHL
JD444-2	John Deere Wheel Loader #7552	WHL
JD524	John Deere Wheel Loader #8375	WHL
JD544	John Deere Wheel Loader #8553	WHL
JS330	JCB Track Excavator #3365	EXC
LAYMOR-1	Lay-Mor#1 Sweeper #0005	TBD
LAYMOR-2	Lay-Mor Sweeper #7007	TBD
LAYMOR-3	LayMor Sweeper #8605	TBD
MCKDUMP	2017 Mack Dump #4071	TRK
MCKTRUCK	2017 Mack Tractor #5793	TBD
MST1500-1	Marooka Tracked Dumpster #4081	TBD
MST1500-2	Marooka Tracked Dumpster #0008	TBD
NISS-7383	Nissan Frontier-7383	VEH
PC200	Komatsu Hydraulic Exc. #0479	EXC
PILOT-1598	Honda Pilot-1598	VEH
PLATETAMP	RAMMAX 1404-MR	TBD
PUMP	PUMPS	TBD

Site Engineering Inc
 Equipment Condensed List

Meeting: February 1, 2024 Item22.

Equipment No	Description	Category
ROCKWHEEL	Alpine Rock Wheel Attch	TBD
SBOXLG	SHORE BOX ALUMINUM 8 X 10	TBD
SBOXSM	SHORE BOX ALUMINUM 4 X 10	TBD
SK130	Kobelco Hydr Excavator #0124	EXC
SK350-1	SK350LC Excavator	EXC
STPLTS	STREET/STEEL PLATES	TBD
TB LG	TRENCH BOX LARGE	TBD
TB SM	TRENCH BOX SMALL	TBD
TB175	Takeuchi Mini Excavator #7013	EXC
TB260-1	Takeuchi Mini Excavator #0459	HEX
TB260-2	Takeuchi Mini Excavator #0481	EXC
TB285	Takeuchi Mini Excavator #0365	EXC
TB290-1	Takeuchi Mini Excavator #0609	EXC
TB290-2	Takeuchi Mini Excavator #2215	EXC
TB290-3	Takeuchi Mini Excavator #7556	EXC
TB290-4	Takeuchi Mini Excavator #8145	EXC
TL140	Takeuchi Trk loader #0033	CTL
TORP	TORPEDO	TBD
TRBOX-1	8X10 Alum Trench Box	TRBOX
TRBOX-10	8X12 Steel Trench Box	TRBOX
TRBOX-11	8X12 Steel Trench Box	TRBOX
TRBOX-12	8X12 Steel Trench Box	TRBOX
TRBOX-13	4X12 Steel Tench Box	TRBOX
TRBOX-14	8X18 Steel Trench Box	TRBOX
TRBOX-15	8X18 Steel Trench Box	TRBOX
TRBOX-16	4X20 Steel Trench Box	TRBOX
TRBOX-17	8X20 Steel Trench Box	TRBOX
TRBOX-18	8X20 Steel Trench Box	TRBOX
TRBOX-19	8X24 Steel Trench Box	TRBOX
TRBOX-2	8X10 ALUM Trench Box	TRBOX
TRBOX-20	8X24 Steel Trench Box	TRBOX
TRBOX-21	8X24 Steel Trench Box	TRBOX
TRBOX-22	10X24 Steel Trench Box	TRBOX
TRBOX-23	Manhole Box 8'	MHBOX
TRBOX-24	Steel Single Wall Box	TRBOX
TRBOX-3	8X10 ALUM Trench Box	TRBOX
TRBOX-4	8X10 ALUM Trench Box	TRBOX
TRBOX-5	8X10 ALUM Trench Box	TRBOX
TRBOX-6	8X10 ALUM Trench Box	TRBOX
TRBOX-7	8X10 ALUM Trench Box	TRBOX
TRBOX-8	8X10 ALUM Trench Box	TRBOX
TRBOX-9	4X10 ALUM Trench Box	TRBOX
TROLL-1	Wacker Trench Roller #7563	TBD
TROLL-2	Wacker Trench Roller #9463	TBD
VICSTGTRL	Victory Storage Trailer #8293	TLR



7025 Best Friend Rd. Atlanta, GA 30340 770-263-7234 Fax # 770-263-0892

Project Name: Walnut Street Drainage
Location: Holly Springs, GA

Project Owner: City of Holly Springs
Address: 3237 Holly Springs Parkway, Holly Springs, GA 30115
Contact Person: Jacob Hughes Telephone: 706-824-0514 E-mail: Jacob@bmaninc.com

Prime Contractor: Site Engineering Inc.
Percent SEI forces: 100%
Subcontractors:

Project Architect/Engineer: BM&K Construction & Engineering
Address: 11335 Lewis Braselton Blvd #110, Braselton, GA 30517
Contact Person: Dayna Drake Telephone: 706-824-0514 E-mail: dayna@bmandkinc.com

SEI Project Manager: David Hess SEI Project Superintendent: Clint Voyles

Contract Bid Amount: \$143,945.00 Final Contract Amount: \$140,820.00

Contract Dates: Notice to Proceed: 5/25/2015 Completion Date: 8/27/2015
Completion Time: Established Days: 60 Actual Completion Days: 94*
* County Approved Time Extension

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water () Sewer (XX) Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Approximately 1000' of drainage improvements to Walnut Street

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines: Table with 3 columns: Pipe Size, Pipe Type, Pipe Length. Rows include 18" HDPE (514), 30" HDPE (320), and empty rows.

- Place XX by all that Apply:
(XX) Bypass pumping Type: Size:
(XX) Traffic diversion/maintenance
() Installation and/or adjustment of manhole rings and covers
() Rock excavation
(XX) Restoration of landscaping and/or vegetation of disturbed site
() Crossing of streams or creeks



7025 Best Friend Rd. Atlanta, GA 30340 770-263-7234 Fax # 770-263-0892

Project Name: Walnut Street Drainage
Location: Holly Springs, GA

Project Owner: City of Holly Springs
Address: 3237 Holly Springs Parkway, Holly Springs, GA 30115
Contact Person: Jacob Hughes Telephone: 706-824-0514 E-mail: Jacob@bmankinc.com

Prime Contractor: Site Engineering Inc.
Percent SEI forces: 100%
Subcontractors:

Project Architect/Engineer: BM&K Construction & Engineering
Address: 11335 Lewis Braselton Blvd #110, Braselton, GA 30517
Contact Person: Dayna Drake Telephone: 706-824-0514 E-mail: dayna@bmandkinc.com

SEI Project Manager: David Hess SEI Project Superintendent: Clint Voyles

Contract Bid Amount: \$143,945.00 Final Contract Amount: \$140,820.00

Contract Dates: Notice to Proceed: 5/25/2015 Completion Date: 8/27/2015
Completion Time: Established Days: 60 Actual Completion Days: 94*
* County Approved Time Extension

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water () Sewer (XX) Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Approximately 1000' of drainage improvements to Walnut Street

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines:

Table with 3 columns: Pipe Size, Pipe Type, Pipe Length. Rows include 18" HDPE (514), 30" HDPE (320), and empty rows.

Place XX by all that Apply:

- (XX) Bypass pumping Type: Size:
(XX) Traffic diversion/maintenance
() Installation and/or adjustment of manhole rings and covers
() Rock excavation
(XX) Restoration of landscaping and/or vegetation of disturbed site
() Crossing of streams or creeks



7025 Best Friend Rd. Atlanta, GA 30340 770-263-7234 Fax # 770-263-0892

Project Name: McNutt Creek Sewer Connector – Phase II
Location: Oconee County

Project Owner: Oconee County Board of Commissioners
Address: 1291 Greensboro Highway, Watkinsville, GA 30677
Contact Person: Ryann Meeler Telephone: 706-215-1804 E-mail: rmeeler@oconee.ga.us

Primary Contractor: Site Engineering Inc.
Percent SEI forces: 80%
Subcontractors: Controlled Blasting, NGE Services, Erosion Mgmt. Services, Phoenix Seismic, Williams & Associates and Geo Hydro

Project Architect/Engineer: Precision Planning, Inc.
Address: 802 East Spring Street, Monroe, GA 30655
Contact Person: Jim Sunta Telephone: 404-372-1353 E-mail: 517js@ppi.us

SE I Project Manager: Paxton Billingsley SEI Project Superintendent: Clint Voyles

Contract Bid Amount: \$3,395,298.00 Final Contract Amount: \$3,863,098.00**

** APPROVED CHANGE ORDERS

Contract Dates: Notice to Proceed: November 15, 2016 Completion Date: December 21, 2018
Completion Time: Established Days: 475 Actual Completion Days: 809**

**APPROVED TIME EXTENSION

Completed under the NPDES permit for storm water discharges from construction activities (XX) YES () NO
If yes, indicate type of permit held by SEI: (XX) Primary () Secondary () Tertiary PERMIT #:GAR100002

Type of Project: () Water (XX) Sewer () Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Construction of approximately 10,000 LF 18" at depths of 12' – 40' and 200 LF 8" diameter gravity sewer line, including 44 manholes, 1,425 LF of jack and bore, connections to existing sanitary sewer lines, reconnection of 7 existing sanitary services and demolition of 1,350 LF existing 8" sanitary sewer line.

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines:

Table with 3 columns: Pipe Size, Pipe Type, Pipe Length. Rows include 18" DIP (10,000 lf), 8" DIP (200 lf), 8" PVC/CLAY (1350 lf Demo), and empty headers.

Place XX by all that Apply:

- () Bypass pumping Type: Size:
() Traffic diversion/maintenance
(XX) Installation and/or adjustment of manhole rings and covers
(XX) Rock excavation
(XX) Restoration of landscaping and/or vegetation of disturbed site
(XX) Crossing of streams or creeks



7025 Best Friend Rd. Atlanta, GA 30340 770-263-7234 Fax # 770-263-0892

Project Name: Stormwater Improvements, Riverhill Drive (MO-24)
Location: Athens, GA

Project Owner: United Government of Athens Clarke County
Address: P.O. Box 1865, Athens, GA 30601
Contact Person: Joe Zachmann Telephone: 706-613-3457 FAX: 706-613-3468
E-mail: joe.zachmann@athensclarkecounty.com

Primary Contractor: Site Engineering Inc.
Percent SEI forces: 85%
Subcontractors: All About Asphalt Athens Concrete Cutting

Project Architect/Engineer: CHA
Address: 270 Peachtree Street, Atlanta, GA 30303
Contact Person: Telephone: 678-954-5000 FAX: E-mail:

SE I Project Manager: David Hess SEI Foreman: Clint Voyles

Contract Bid Amount: \$412,475.00 Final Contract Amount: \$399,650.00

Contract Dates: Notice to Proceed: 10/07/2013 Completion Date: 05/20/ 2014
Completion Time: Established Days: 150 Completion Days: 225**
**Approved time extension

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water () Sewer (XX) Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Installation of Precast Box Culvert, Grading, Catch basins, manholes, paving, concrete

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines:

Table with 3 columns: Pipe Size, Pipe Type, Pipe Length. Rows include: 18-48 in Storm 414lf, 8in DIP 80lf, 8in Water 65lf, and empty headers.

- Place XX by all that Apply:
() Bypass pumping Type: Size:
(XX) Traffic diversion/maintenance
(XX) Installation and/or adjustment of manhole rings and covers
() Rock excavation
(XX) Restoration of landscaping and/or vegetation of disturbed site
() Crossing of streams or creeks



7025 Best Friend Rd. Atlanta, GA 30340 770-263-7234 Fax # 770-263-0892

Project Name: Oak Court Stormwater Improvement Project
Location: Douglas County

Project Owner: Douglasville-Douglas County Water & Sewer Authority
Address: 8763 Hospital Drive, Douglasville, GA 30134
Contact Person: Joseph Morency Telephone: 770-949-7617 E-mail: jmorency@ddcwsa.com

Primary Contractor: Site Engineering Inc.
Percent SEI forces: 100%
Subcontractors: N/A

Project Architect/Engineer: RindtOMcDuff Associates, Inc.
Address: 334 Cherokee Street, Marietta, GA 30060
Contact Person: Roger Cox Telephone: 770-427-8123 E-mail: roox@rindt-mcduff.com

SEI Project Manager: David Hess SEI Project Superintendent: Gabriel Paredes

Contract Bid Amount: \$85,230.00 Final Contract Amount: \$85,230.00

Contract Dates: Notice to Proceed: 5/14/2018 Completion Date: 6/29/2018
Completion Time: Established Days: 60 Actual Completion Days: 39

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water () Sewer (XX) Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Removal & Installation of 179lf of CMP, two (2) double wing catch basins, 84lf of curb and gutter and 975sf of roadway pavement. Installation of 46lf of 30" RCP, 33lf of 36" RCP, and 97lf elliptical equivalent RCP, One (1) headwall, and one (1) raised pedestal inlet and junction box.

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines:

Table with 3 columns: Pipe Size, Pipe Type, Pipe Length. Rows include: Pipe Size: 36", Pipe Type: RCP, Pipe Length: 33lf; Pipe Size: 30", Pipe Type: RCP, Pipe Length: 46lf; Pipe Size: , Pipe Type: , Pipe Length: .

Place XX by all that Apply:

- () Bypass pumping Type: Size:
(XX) Traffic diversion/maintenance
() Installation and/or adjustment of manhole rings and covers
() Rock excavation
(XX) Restoration of landscaping and/or vegetation of disturbed site
() Crossing of streams or creeks



7025 Best Friend Rd. Atlanta, GA 30340 770-263-7234 Fax # 770-263-0892

Project Name: Mercer Avenue Drainage Improvement
Location: City of College Park, GA

Project Owner: City of College Park
Address: 3667 Main Street, College Park, GA 30337
Contact Person: Raymond Cotton Telephone: 404-767-1537 E-mail: R cotton@collegeparkga.com

Primary Contractor: Site Engineering Inc.
Percent SEI forces: 95%
Subcontractors: Silverline Paving

Project Architect/Engineer: City of College Park Engineering Dept.
Address: 3667 Main Street, College Park, GA 30337
Contact Person: William Moore Telephone: 404-669-3763 E-mail: Wmoore@collegeparkga.com

SE I Project Manager: Phil Kollenberg SEI Project Superintendent: Gabriel Paredes

Contract Bid Amount: \$552,667.00 Final Contract Amount: \$617,854.50**
**Due to Authorized Paving Change Orders

Contract Dates: Notice to Proceed: 7/17/2015 Completion Date: 1/29/2016
Completion Time: Established Days: 240 Actual Completion Days: 240

Completed under the NPDES permit for storm water discharges from construction activities () YES (XX) NO
If yes, indicate type of permit held by SEI: () Primary () Secondary () Tertiary PERMIT #:

Type of Project: () Water () Sewer (XX) Storm Drainage () Streambank Stabilization
() Parks () Site Work () Dam

Additional information/details on project: Removal of 24 lf of 12" Storm Drain Pipe; Removal of 272 lf of 24" Storm Drain Pipe; Installation of 24" H-1-10 RCP Storm Drain Pipe, 30" H 1-10 RCP Storm Drain Pipe & 42" H 1-10 RCP Storm Drain Pipe; Removal of 958 tons of Unsuitable soil & installation of 12,346 sf of concrete trench cap

Methods used for erosion, sediment, and pollution control: Best Management Practices as per GA Soil & Water Conservation.

Description of Pipelines:

Table with 3 columns: Pipe Size, Pipe Type, Pipe Length. Rows include 24", 30", and 42" RCP pipes with lengths 728, 561, and 467 respectively.

- Place XX by all that Apply:
() Bypass pumping Type: Size:
(XX) Traffic diversion/maintenance
(XX) Installation and/or adjustment of manhole rings and covers
() Rock excavation
(XX) Restoration of landscaping and/or vegetation of disturbed site
(XX) Asphalt Paving

- 13. Background and experience of the principal members of your organization, including officers. See attached Resumes
- 14. Credit available: \$ 500k
- 15. Give bank reference. Mountain Valley Bank 706-387-5213 Sam McDuffie
- 16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Cartersville? Yes

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Public Agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 12 day of Oct, 2023.

Site Engineering Inc
 Name of Bidder
 By Dwight A Voyles
 Title Vice President

State of GA

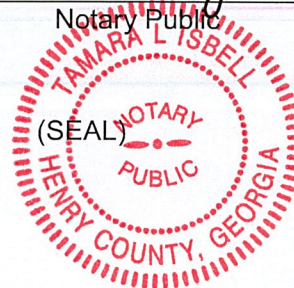
County of Henry

Dwight A Voyles being duly sworn deposes and says that he is Vice President of Site Engineering Inc

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this 12 day of Oct, 2023.

Tamara Lynn Isbell
Notary Public

My Commission Expires:
01.11.2024
(Date)





SITE ENGINEERING INC. EMPLOYEE RESUME

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

PAXTON BILLINGSLEY, PE
President
Executive Project Manager

Site Engineering, Inc. from August 2002 to Present

EDUCATION/CERTIFICATIONS:

Bachelor of Science, Mechanical Engineering, 2002
Georgia Institute of Technology

Professional Engineer, State of Georgia

- OSHA 510
- Competent Person Certification
- NPDES Level 1A
- CPR/1st Aid
- Utility Foreman License
- Utility Manager License
- General Contractor Qualified Agent

PUBLISHED PAPER

- Land and Water Urban Stream Restoration

EXPERIENCE WITH SITE ENGINEERING INC:

2006 to present: Senior Project Manager for Site Engineering, Inc.

- Contracting Self Perform
- Commercial General Contracting
- Engineering & Design
- Estimating

2012 to 2019: Safety Officer, Site Engineering, Inc.

2002 to 2006: Project Engineer, Site Engineering, Inc.

PROJECTS MANAGED

• City of Atlanta Annual Streambank Stabilization	\$1,777,050.50
• Paces Valley Sewer Improvements & Stream Restoration	\$1,379,000.00
• Allenhurst PH II Stream Restoration	\$ 923,807.50
• Tennessee Street Water Main Replacement	\$2,934,230.00
• Ronald Regan Park Streambank Stabilization	\$ 700,000.00



SITE

ENGINEERING INC.

EMPLOYEE RESUME

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

DWIGHT A. VOYLES

Vice President

Business Development - Estimator

President from July 1, 2014 - July 1, 2019

Site Engineering, Inc. from September 1994 to Present

EDUCATION/CERTIFICATIONS:

Bachelor of Science in Agricultural Engineering 1985
University of Georgia

E.I.T. State of Georgia

Utility Manager License

EXPERIENCE WITH SITE ENGINEERING INC.:

Having joined SEI, as a Project Manager in September of 1994 and after successfully completing multiple projects, and showing exceptional leadership skills he was elected Vice-President in 1999, then in 2014 assumed the position of President. With over twenty nine years experience within SEI, he is involved in every major project within the company from supervising and coordinating all work in progress with project management, including quality control, to supervising the estimating / bidding process.

PRIOR RELATED EXPERIENCE:

Campbell Decorating Company, Atlanta, GA, 1985-1994, Vice-President

Metro Environmental Associates, Atlanta, GA, 1985

Decatur Electric Company, Monticello, GA, 1983-1985

PROJECTS MANAGED

North Oconee River Raw Water Intake

The University of Georgia SPA Center Relief Sewer - Athens, Georgia

MARTA Doraville Parking Lot Extension - Atlanta, Georgia

Brook Drive Channel Improvements - Fulton County, Georgia

Sanitary and Storm Sewer Improvements - College Park, Georgia



SITE ENGINEERING INC. EMPLOYEE RESUME

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

J. DAVID HESS, PE
Sr. Project Manager
Vice-President – January 2007

Site Engineering, Inc. from March, 1997 to Present

EDUCATION/CERTIFICATIONS:

Bachelor of Science in Environmental Engineering, with a specialty in Soil & Water
1995, Ohio State University

Professional Engineer, State of Georgia 2004

- Competent Person Certification
- Trench Shoring/Excavation Certification
- NPDES Level 1A
- GSWCC Level 1 Certified
- Utility Foreman License

EXPERIENCE WITH SITE ENGINEERING INC:

Having joined SEI as an estimator in March 1997, he was promoted to Project Manager in July of 1998. In the ensuing years he has managed multi-million-dollar projects for multiple governments and municipalities, such as GA DOT, Fulton County, DeKalb County, Gwinnett County, Rockdale County, City of Atlanta, and City of Gainesville. Within his twenty-six years with SEI, he has managed numerous projects with efficiency and expertise, meeting approved budgets and time frames.

PROJECTS MANAGED

- Contract A1, FC-4397-08, COA \$11,426,000.00
- COA Sewer Rehab. Contract C \$ 4,847,439.00
- COA Sewer Rehab & Pipe Bursting – PH II Contract D \$ 3,341,581.00
- Farrell Creek – Chattahoochee Interceptor Upgrade \$ 3,965,351.00
- Newton County Land Application Sprayfields 13 & 14 \$ 2,500,000.00
- Fulton County Annual Water Meter Installation
2013 - 2014 \$ 3,409,420.00
- Northwest Waterline & Sanitary Sewer Project, PH I \$ 731,304.00
- Fulton County Annual Standby Misc. Construction
– Water System 2020 – 2022 \$ 1,497,898.27
- Fulton County Annual Standby Misc. Construction
– Wastewater 2018 - 2021 \$ 6,330,037.31



SITE ENGINEERING INC. EMPLOYEE RESUME

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

J. Carter Hewitt
Project Manager

Site Engineering, Inc. from May 2016 to Present

EDUCATION/CERTIFICATIONS:

Bachelor of Science in Exercise and Sports Science

- Competent Person Certification
- Trench Shoring & Excavation Certification
- GSWCC Level 1 Certified
- Utility Forman License
- NPDES Level 1A

EXPERIENCE WITH SITE ENGINEERING INC:

Having joined SEI as an assistant project manager, he was promoted to Project Manager in November of 2017. In his three years with SEI, he has assisted in the management of numerous projects with efficiency and expertise, meeting approved budgets and time frames.

PROJECTS MANAGED

- Gwinnett County Construction and Sewer Force Main on an Annual Contract \$ 5,407,037.00
- Athens-Clarke County – Annual on Call Water Line Replacement \$ 2,000,000.00
- Atlanta Highway Crossing-Athens Clarke County \$ 1,105,657.17
- Brookhaven Storm Water Utility \$ 346,470.00
- Sandy Springs – 535 Bridgewater \$ 152,650.00
- Sandy Springs - 200 Gold Creek \$ 98,000.00
- Drew Valley Sidewalk Project \$ 94,995.00



SITE

ENGINEERING INC.

EMPLOYEE RESUME

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

Tamara L Isbell

Safety Coordinator

Project Coordinator

Bid Coordinator

Site Engineering, Inc. from February 2014 to Present

CERTIFICATIONS:

Competent Person Certification

OSHA 510

OSHA 511

OSHA 500 – Authorized OSHA Trainer

Trench Shoring & excavation Certification

CPR/BLS/AED Certified Instructor

EXPERIENCE:

Responsible for maintaining bid calendar, receiving and acknowledging addendums, preparing accurate and complete bid packages, working with field staff on meetings and maintain SEI Safety Standards & Procedures.

- Scheduling
- OSHA Reporting
- Developing Electronic Health and Safety Plans per projects
- Jobsite Safety Audits
- Design and deliver quarterly safety meetings/trainings in compliance with OSHA
- Review and produce organized and complete bid packages
- Produce weekly/monthly project compliance reports
- Assist Project Managers with coordination of resources, equipment, meetings, and information
- Design and maintain Foreman's electronic reporting systems



SITE

ENGINEERING INC.

EMPLOYEE RESUME

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

CESAR VAZQUEZ

Foreman

Site Engineering, Inc.: March 1997 to Present

TRAINING/CERTIFICATION:

- Trench Shoring/Excavation Certification
- Competent Person Certification
- Certified CPR & First Aid
- Certified Georgia D.O.T. flagger
- CPR/1st Aid
- NPDES Level 1A
- OSHA 10

EXPERIENCE WITH SITE ENGINEERING INC.:

Hired in March 1997, as an Equipment Operator; promoted to Foreman in 2004.

Extremely knowledgeable about public works regulations and construction; managing a workforce of at least 2 heavy equipment operators, and 4 or more pipe layers or laborers. Stays consistent with project schedules, follows through with competent execution of project plans by providing proper tools and equipment to all construction personnel. Performs construction site pre-inspections and coordinated post construction audits. Monitors job site safety of all construction activities, making on site personnel safety the top priority.

PROJECTS

- | | |
|--|----------------|
| • Allenhurst Phase II Stream Restoration | \$ 923,807.50 |
| • Hickory Hills Water Main Replacement | \$1,777,050.00 |
| • Northeast Sewer/Water Improvements | \$1,156,160.00 |
| • Mason Mill Waterworks Stream Restoration | \$1,118,000.00 |
| • Ronald Regan Park Stream Restoration | \$ 700,000.00 |
| • Spalding Square Stream Restoration & Water Quality | \$ 434,000.00 |
| • DeKalb County Stream Cleanup | \$1,008,675.00 |

Demetrio Navarrete

Foreman

Site Engineering, Inc.: 2/05/2004 to Present

TRAINING/CERTIFICATION:

Competent Person Certification
Trench Shoring/Excavation Certification
Certified CPR & First Aid
Certified Georgia D.O.T. flagger
NPDES Level 1A
OSHA 10

EXPERIENCE WITH SITE ENGINEERING INC:

Hired in February 2004, as an Equipment Operator; promoted to Foreman in 2014.

Extremely knowledgeable about public works regulations and construction; managing a workforce of at least 2 heavy equipment operators, and 4 or more pipe layers or laborers. Stays consistent with project schedules, follows through with competent execution of project plans by providing proper tools and equipment to all construction personnel. Performs construction site pre-inspections and coordinated post construction audits. Monitors job site safety of all construction activities, making on site personnel safety the top priority.

PROJECTS

- Mercer Avenue Drainage Improvement \$ 618,704.50
- Tennessee Street Water Main Replacement \$2,934,230.00
- C-941 Sanitary & Storm Sewer Improvements \$3,956,771.60
- South Berkeley Lake Sewer \$ 787,080.00
- GCDWR Publix Sewer Interceptor \$4,120,000.00
- Gwinnett County Construction and Sewer Force Main
On an Annual Contract \$5,407,037.00
- Athens-Clarke County – Annual on Call Water Line
Replacement \$2,000,000.00



**SITE
ENGINEERING INC.**

EMPLOYEE RESUME

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

ELOY NUNEZ

Foreman

Site Engineering, Inc.: March 1999 to Present

TRAINING/CERTIFICATION:

- Competent Person Certification
- Trench Shoring/Excavation Certification
- Certified CPR & First Aid
- Certified Georgia D.O.T. flagger
- NPDES Level 1A
- OSHA 10

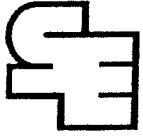
EXPERIENCE WITH SITE ENGINEERING INC:

Hired by Site Engineering, Inc. in July, 1999, as a Laborer, promoted to Foreman

Extremely knowledgeable about public works regulations and construction; managing a workforce at least 2 heavy equipment operators, and 4 or more pipe layers or laborers. Stays consistent with project schedules, follows through with competent execution of project plans by providing proper tools and equipment to all construction personnel. Performs construction site pre-inspections and coordinated post construction audits. Monitors job site safety of all construction activities, making on site personnel safety the top priority

PROJECTS

- Fulton Co. Annual 2009- 2011 Wastewater Sewer \$ 2,016,700.00
- Danbury Creek Sewer Repair \$ 1,102,856.00
- Sandy Springs Stormwater Repairs 2010 \$ 908,215.00
- Fairfield Wastewater Treatment Pond Repair to Existing Embankment Slope \$ 494,905.00
- Laurel Springs Gravity Sewer Upgrade \$ 3,385,670.00



SITE

ENGINEERING INC.

EMPLOYEE RESUME

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

Jaime Santana - Navarrete

Foreman

Site Engineering, Inc.: March 2018 to Present

TRAINING/CERTIFICATION:

- Competent Person Certification
- Trench Shoring/Excavation Certification
- Certified CPR & First Aid
- Certified Georgia D.O.T. flagger
- NPDES Level 1A
- OSHA 10

EXPERIENCE WITH SITE ENGINEERING INC:

Hired by Site Engineering, Inc. in March of 2018, as an Equipment Operator, and in 2020 became a Foreman.

Extremely knowledgeable about public works regulations and construction; managing a workforce at least 2 heavy equipment operators, and 4 or more pipe layers or laborers. Stays consistent with project schedules, follows through with competent execution of project plans by providing proper tools and equipment to all construction personnel. Performs construction site pre-inspections and coordinated post construction audits. Monitors job site safety of all construction activities, making on site personnel safety the top priority

PROJECTS

- Fulton Co. Annual 2020 Wastewater Sewer \$ 2,016,700.00
- Ferrell Creek – Chattahoochee Interceptor Upgrades \$ 3,715,567.22
- Chamblee On-Call Stormwater \$ 98,741.25
- Roswell Storm Water \$ 178,019.60
- Stockbridge Storm/Sewer Annual Contract \$ 200,445.00



SITE ENGINEERING INC. EMPLOYEE RESUME

7025 Best Friend Rd. • Atlanta, GA 30340 • 770-263-7234 • Fax # 770-263-0892

JUSTO SANTANA

Foreman
Site Engineering, Inc.: July 2001 to Present

TRAINING/CERTIFICATION:

- Competent Person Certification
- Trench Shoring/Excavation Certification
- Certified CPR & First Aid
- Certified Georgia D.O.T. flagger
- NPDES Level 1A
- OSHA 10

EXPERIENCE WITH SITE ENGINEERING INC:

Hired by Site Engineering, Inc. in July 2001, as an Equipment Operator. Promoted to Foreman in 2003.

Extremely knowledgeable about public works regulations and construction; managing a workforce. Stays consistent with project schedules, follows through with competent execution of project plans by providing proper tools and equipment to all construction personnel. Performs construction site pre-inspections and coordinated post construction audits. Monitors job site safety of all construction activities, making on site personnel safety the top priority

PROJECTS

- Fulton County Annual Water Meter Installation 2012 \$ 1,378,220.00
- Fulton County Annual Water Meter Installation Annual Contracts 2005 – 2010 (Total all six years) \$ 3,409,421.00
- Kia West Point Plant Civil 3A & Vehicle Processing Center \$ 2,350,960.00
- Fulton County Standby Construction - Miscellaneous Wastewater Systems – Annual Contracts 2009 – 2010 \$ 2,016,700.00
- UGA Field Street Sanitary and Storm Sewer Repairs \$ 501,060.00

Equipment No	Description	Category
2005HOOP-2	Hooper FBTRL 7 X 18 #3575	TLR
2007EB25T	2007 EB 25XPL #3389	TLR
2014HOOP-1	Hooper FBTRL 7X18 #2919	TLR
2020EB50T	EagerBeaver LOWBOY TRL #3391	TLR
2021EB25T	21' EagerBeaver Dump Trl #4802	TLR
24MCKDUMP	2024 Mack Dump #1301	TRK
AIRCOMP-1	P185WIR Air Compressor #1869	TBD
AIRCOMP-2	P185WIR Air Compressor #8417	TBD
BORE-1	MCL24B Auger Boring Mach #0349	TBD
BORE-2	BORE-IT M12	TBD
CAT279-1	Caterpillar Track Loader #6994	CTL
CAT279-2	Caterpillar Track Loader #3524	CTL
CAT279-3	Caterpillar Track Loader #6677	CTL
CAT312	Caterpillar Hydro Exc #0322	EXC
CAT336-1	Caterpillar Hydro Exc #0205	EXC
CAT336-2	Caterpillar Hydro Exc #0479	EXC
CAT345	Caterpillar Hydro Exc #2344	EXC
CAT924	Caterpillar Wheel Loader #3035	WHL
CHEVY-0767	1500 Chevrolet	TRK
CHEVY-5589	2016 Chevy Colorado -5589	TRK
CREW 1	Cesar Vazquez Inventory	TLINV
CREW 2	Demetrio Navarrete Inventory	TLINV
CREW 3	Eloy Nunez Inventory	TLINV
CREW 4	Jaime Santanta Inventory	TLINV
CREW 5	Justo Santana Inventory	TLINV
F150-1646	2016 F150-1646	TRK
F150-4055	2015 F150-4055	TRK
F250-0057	2018 F150-0057	TRK
F250-0110	2019 F250-0110	TRK
F250-0162	2019 FORD 2WD SUPERCAB 4S	TRK
F250-1846	2022 F250-1846	TRK
F250-1848	2022 F250-1848	TRK
F250-1970	2013 F250-1970	TRK
F250-4623	2019 F250-4623	TRK
F250-7561	2014 F250-7561	TRK
F250-8024	2019 F250-8024	TRK
F350-8469	2022 F350-8469	TRK
FUELTK	FUEL TANK 500 GAL.	TBD
GBOX	GRAVEL OR GRAY BOX	TBD
HOOPERWELD	Welding Trailer #0596	TLR
JD444-1	John Deere Wheel Loader #6241	WHL
JD444-2	John Deere Wheel Loader #7552	WHL
JD524	John Deere Wheel Loader #8375	WHL
JD544	John Deere Wheel Loader #8553	WHL
JS330	JCB Track Excavator #3365	EXC
LAYMOR-1	Lay-Mor#1 Sweeper #0005	TBD
LAYMOR-2	Lay-Mor Sweeper #7007	TBD
LAYMOR-3	LayMor Sweeper #8605	TBD
MCKDUMP	2017 Mack Dump #4071	TRK
MCKTRUCK	2017 Mack Tractor #5793	TBD
MST1500-1	Marooka Tracked Dumpster #4081	TBD
MST1500-2	Marooka Tracked Dumpster #0008	TBD
NISS-7383	Nissan Frontier-7383	VEH
PC200	Komatsu Hydraulic Exc. #0479	EXC
PILOT-1598	Honda Pilot-1598	VEH
PLATETAMP	RAMMAX 1404-MR	TBD
PUMP	PUMPS	TBD

Equipment No	Description	Category
ROCKWHEEL	Alpine Rock Wheel Attch	TBD
SBOXLG	SHORE BOX ALUMINUM 8 X 10	TBD
SBOXSM	SHORE BOX ALUMINUM 4 X 10	TBD
SK130	Kobelco Hydr Excavator #0124	EXC
SK350-1	SK350LC Excavator	EXC
STPLTS	STREET/STEEL PLATES	TBD
TB LG	TRENCH BOX LARGE	TBD
TB SM	TRENCH BOX SMALL	TBD
TB175	Takeuchi Mini Excavator #7013	EXC
TB260-1	Takeuchi Mini Excavator #0459	HEX
TB260-2	Takeuchi Mini Excavator #0481	EXC
TB285	Takeuchi Mini Excavator #0365	EXC
TB290-1	Takeuchi Mini Excavator #0609	EXC
TB290-2	Takeuchi Mini Excavator #2215	EXC
TB290-3	Takeuchi Mini Excavator #7556	EXC
TB290-4	Takeuchi Mini Excavator #8145	EXC
TL140	Takeuchi Trk loader #0033	CTL
TORP	TORPEDO	TBD
TRBOX-1	8X10 Alum Trench Box	TRBOX
TRBOX-10	8X12 Steel Trench Box	TRBOX
TRBOX-11	8X12 Steel Trench Box	TRBOX
TRBOX-12	8X12 Steel Trench Box	TRBOX
TRBOX-13	4X12 Steel Tench Box	TRBOX
TRBOX-14	8X18 Steel Trench Box	TRBOX
TRBOX-15	8X18 Steel Trench Box	TRBOX
TRBOX-16	4X20 Steel Trench Box	TRBOX
TRBOX-17	8X20 Steel Trench Box	TRBOX
TRBOX-18	8X20 Steel Trench Box	TRBOX
TRBOX-19	8X24 Steel Trench Box	TRBOX
TRBOX-2	8X10 ALUM Trench Box	TRBOX
TRBOX-20	8X24 Steel Trench Box	TRBOX
TRBOX-21	8X24 Steel Trench Box	TRBOX
TRBOX-22	10X24 Steel Trench Box	TRBOX
TRBOX-23	Manhole Box 8'	MHBOX
TRBOX-24	Steel Single Wall Box	TRBOX
TRBOX-3	8X10 ALUM Trench Box	TRBOX
TRBOX-4	8X10 ALUM Trench Box	TRBOX
TRBOX-5	8X10 ALUM Trench Box	TRBOX
TRBOX-6	8X10 ALUM Trench Box	TRBOX
TRBOX-7	8X10 ALUM Trench Box	TRBOX
TRBOX-8	8X10 ALUM Trench Box	TRBOX
TRBOX-9	4X10 ALUM Trench Box	TRBOX
TROLL-1	Wacker Trench Roller #7563	TBD
TROLL-2	Wacker Trench Roller #9463	TBD
VICSTGTRL	Victory Storage Trailer #8293	TLR

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of GA)
County of DeKalb)ss.

Dwight A Voyles, being first duly sworn, deposes and says that:

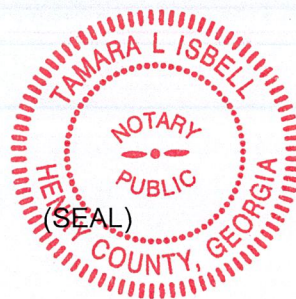
- 1. He is Vice President of Site Engineering Inc (owner, partner, officer, representative, or agent) the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Cartersville (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Dwight A Voyles
Vice President
Title

Subscribed and sworn to before me this 12 day of October, 2023.

Tamara Lynn Isbell
Notary
Title

My commission expires 01.11.2024 (Date)

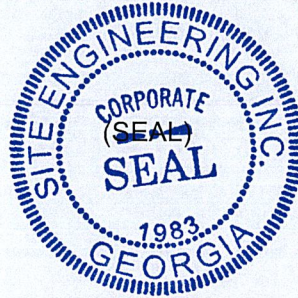


CORPORATE CERTIFICATE

I, Diane Bonilla, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that Dwight A Voyles, who signed said proposal in behalf of the Contractor was then Vice President of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of GA.

This 12 day of October, 2023.

Diane Bonilla



E-VERIFY

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (City of Cartersville) 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:

656501
Federal Work Authorization User Identification Number
07.01.2009
Date of Authorization
Site Engineering Inc
Name of Contractor
Leake Street Erwin Street Drainage Improvements
Name of Project
City of Cartersville
Name of Public Employer

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

Executed on October 12, 2023 in Atlanta (city), GA (state).

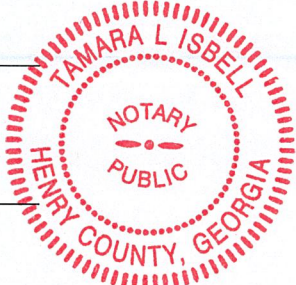
Dwight A Voyles
Signature of Authorized Officer or Agent

Dwight A Voyles, Vice President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 12 DAY OF October, 2023.

Tamara Lynn Isbell
NOTARY PUBLIC

My Commission Expires: 01.11.2024





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Leake Street and Erwin Street Stormwater Engineering Services
DEPARTMENT SUMMARY RECOMMENDATION:	<p>In December 2021, Public Works received approval from Mayor and Council to contract with CTI Engineers to perform engineering design of the storm system in the Leake Street and Erwin Street areas. In addition, in October of 2022 an amendment was signed allowing CTI to perform needed sewer design in this area.</p> <p>CTI has completed design, and the project is slated to begin as soon as the contract with the bidding contractor is signed. CTI is proposing to fulfill duties as a resident project representative (RPR) for this project on behalf of the city of Cartersville. These RPR duties will include schedule management, conference representation, liaison with the contractor, reviewer of shop drawings and samples, and basic construction management.</p> <p>The proposed amendment will result in compensation for construction administrative services of \$16,000.00 and RPR services of \$56,000.00.</p> <p>This amendment will be paid out of the American Rescue Plan Act (ARPA) Funds. This is not a budgeted item, but it has been determined that these services would qualify for ARPA funding, as the City feels that this project would help our stormwater division “manage, reduce and recapture stormwater” drainage that would result in reduced flooding at this location. Therefore, this project would meet the requirements for eligibility of ARPA funds. This is a budgeted item.</p> <p>Public Works recommends approval of this amendment.</p>
LEGAL:	Reviewed by Archer & Lovell

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this 2nd day of December 2021, by and between City of Cartersville Public Works, 330 S. Erwin Street, Cartersville, GA 30120 (hereinafter referred to as CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc, 243 N. Hamilton Street, Suite 1, Dalton, GA 30720. (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services for the Leake Street and Erwin Street Drainage Improvements (hereinafter referred to as the project).

The services provided by CTI will include the design, bidding, and construction administration for improving drainage in the immediate area near the intersection of Leake Street and Erwin Street.

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Task Order.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI shall be paid the following fees:

Service	Fee Basis	Fee
Design	Lump Sum	\$ 31,000
Bid and Award Assistance	Lump Sum	5,000
Construction Administration	Lump Sum	6,000
Miscellaneous As-Requested Services	Cost Plus	<u>4,000</u>
Total Fee		\$46,000

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary cost plus 110 percent of direct non-salary expenses.

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits and payroll taxes. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.

AGREEMENT FOR ENGINEERING SERVICES

6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions, Appendix B, Scope of Services, and Appendix C, E-Verify Affidavit.

In witness whereof, both parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

ACCEPTED BY CLIENT:

ACCEPTED BY CTI:

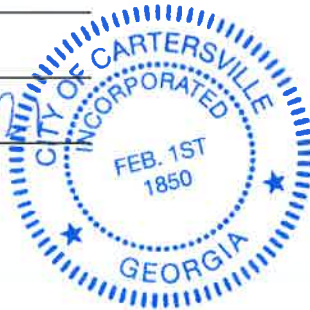
CITY OF CARTERSVILLE, GEORGIA

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY Matthew Santini
NAME Matthew Santini
TITLE Mayor
DATE December 2, 2021
(Insert here and on first line)

BY Philip R. Schofield
NAME Philip R. Schofield, P.E.
TITLE Vice President
DATE 11/23/2021

BY Julia Drake
NAME Julia Drake
TITLE City Clerk
DATE December 2, 2021



**APPENDIX A
GENERAL CONDITIONS**

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Subject to the requirements of the Georgia Open Records Act, any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** Subject to the requirements of the Georgia Open Records Act, CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability, and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.
7. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
8. **Force Majeure.** If an event or circumstance beyond CTI's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of CTI, whether similar or dissimilar to any of the foregoing, that cause CTI delay or additional expense ("Force Majeure Event"), then CTI is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders CTI's performance impossible or impracticable, CTI has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, CTI will notify the CLIENT within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on CTI's performance, including its expected duration. CTI will use reasonable efforts to mitigate the impact of any Force Majeure Event on CTI's ability to perform under this Agreement.
9. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.

APPENDIX A

10. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the parties may pursue their respective remedies at law or equity, unless the amount in controversy exceeds \$250,000, in which case the matter shall be decided by arbitration. A panel of three arbitrators shall be required. The decision rendered by the arbitrators shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the arbitrators shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.
11. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.
12. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
13. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
14. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner if the project site is not owned by the CLIENT.
15. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
16. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
17. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
18. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
19. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
20. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia. All disputes related to this Agreement shall be litigated in the Superior Court of Bartow County, Georgia.
22. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B SCOPE OF SERVICES

I. SERVICES OF CTI

CTI will provide the following services in connection with the design and construction of storm drainage infrastructure improvements at the intersection of Leake St and Erwin St.

A. Design

1. Prepare detailed design drawings, specifications, and contract documents for storm water infrastructure and appurtenances.
2. Coordinate all design activities with the CLIENT's storm water management personnel, Projects Administrator, appropriate regulatory agencies, and other utilities within the project scope.
3. Provide appropriate numbers of copies of plans, specifications, and contract documents to be reviewed by the CLIENT and regulatory agencies. The CLIENT will pay any regulatory review fees (if required).

B. Permitting Assistance

1. CTI will prepare the following in compliance with the CLIENT's storm water ordinance:
 - a. Erosion, Sedimentation, and Pollution Control (ESPC) Plan for Best Management Practices (BMPs) to meet requirements for storm water quantity and quality management.
 - b. Notice of Intent (NOI), if required, to request coverage under the state's general NPDES permit for discharge of storm water associated with construction activities involving over one acre.

C. Bid and Award Assistance

1. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences, and receive and process requests for bidding documents.
2. Issue addenda, as appropriate, to interpret, clarify, or expand the bidding documents.
3. Consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor[s]") for those portions

APPENDIX B

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of the work as to which such acceptability is required by the bidding documents.

4. Consult with the CLIENT and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the bidding documents.
5. Attend the bid opening; prepare bid tabulation sheets; and assist the CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

D. Construction Administration

1. *General Administration of Construction Contract.* CTI will consult with and advise CLIENT and act as CLIENT's representative as provided in the General Conditions of the construction contract, except as modified herein. The extent and limitations of the duties, responsibilities, and authority of CTI as assigned in said General Conditions will not be further modified, except as CTI may otherwise agree in writing. All of the CLIENT's instructions to Contractor will be issued through CTI who will have authority to act on behalf of the CLIENT to the extent provided in said General Conditions, except as otherwise provided in writing.
2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:
 - a. CTI will make visits to the site at intervals appropriate to the various stages of construction as CTI deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. CTI will provide the services of a Resident Project Representative (RPR) and assistants, if required, at the site to assist CTI and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, CTI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CTI will keep the CLIENT informed of the progress of the work.
 - b. The RPR and any assistants will be CTI's employee or agent and under CTI's supervision. The duties and responsibilities of the RPR are described in Appendix C.
 - c. The purpose of CTI's visits to and representation of the RPR (and assistants, if any) at the site will be to enable CTI to better carry out the duties and responsibilities assigned to and undertaken by CTI during the Construction Phase, and, in addition, by exercise of CTI's

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efforts as an experienced and qualified design professional, to provide for the CLIENT a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CTI will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will CTI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Accordingly, CTI can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

3. *Defective Work.* During such visits and on the basis of such observations, CTI may disapprove of or reject the Contractor's work while it is in progress if CTI believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
4. *Interpretations and Clarifications.* CTI will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
5. *Shop Drawings.* CTI will review (or take other appropriate action in respect to) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which the Contractor is required to submit, but only for general conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
6. *Substitutes.* CTI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor, but subject to the provision of Paragraph 2 of "Required Additional Services."
7. *Inspections and Tests.* CTI will have authority, as the CLIENT's representative, to require special inspection or testing of the work and will receive and review all certificates of inspections, testings, and approvals

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required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

8. *Disputes between CLIENT and Contractor.* CTI will act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CTI will not be liable for the results of any such interpretations or decisions rendered in good faith.
9. *Applications for Payment.* Based on CTI's on-site observations as an experienced and qualified design professional, on information provided by the RPR and on review of applications for payment and the accompanying data and schedules:
 - a. CTI will determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CTI's knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents). In the case of unit price work, CTI's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, CTI will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by CTI to check the quality or quantity of the Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to CTI in this Agreement. CTI's review of the Contractor's work for the purposes of recommending payment will not impose on CTI responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incidental thereto or Contractor compliance with laws, rules, regulations, ordinances, codes, or orders applicable to furnishing and performing the work. It will also not impose responsibility on CTI to make any examination to

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ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the CLIENT free and clear of any lien, claims, security interest, or encumbrances, or that there may not be other matters at issue between the CLIENT and the Contractor that might affect the amount that should be paid.

10. *Contractor's Completion Documents.* CTI will receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests, and acceptance, which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and acceptance of the results certified indicate compliance with, the Contract Documents); and will transmit them to the CLIENT with written comments.
11. *Inspections.* CTI will conduct a visual inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so CTI may recommend, in writing, final payment to the Contractor and may give written notice to the CLIENT and the Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in Paragraph 9b above.
12. *Project Meetings.* Attend all project-related meetings and conferences with the CLIENT, Contractor(s), and other applicable parties.
13. *Record Drawings.* Review and correlate the Contractor's as-built records with designer's records. Provide contract record drawings to the CLIENT.
14. *Limitation of Responsibilities.* CTI will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except CTI's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in Paragraphs 1 through 14, inclusive, will be construed to release CTI from liability for failure to properly perform duties and responsibilities assumed by CTI under this Agreement.

E. **Miscellaneous As-Requested Services**

CTI will provide engineering services on an as-requested basis and will not exceed limit listed in the task order without prior authorization.

APPENDIX B**PAGE 6****F. Additional Services Requiring Authorization in Advance**

If authorized in writing by the CLIENT, CTI will furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of Basic Services.

1. Start-up services.
2. Preparation of Operation and Maintenance Manuals.
3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
4. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the CLIENT.
5. Services resulting from significant changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction method or financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CTI's control.
6. Providing renderings or models for the CLIENT's use.
7. Preparing documents for alternate bids requested by the CLIENT for Contractor's work which is not executed or documents for out-of-sequence work.
8. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting the CLIENT in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by the CLIENT.

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9. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in Paragraph 4 of "Required Additional Services" when the CLIENT employs CTI to provide such data or services in lieu of furnishing the same in accordance with Paragraph 4 of "Required Additional Services."
10. If CTI's compensation is on the basis of a lump sum or percentage of construction cost or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the project than are originally contemplated. If CTI's compensation is on the basis of a percentage of construction cost and CTI has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials, and equipment, but only one prime contract is awarded for construction, materials, and equipment for the project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation necessitated by the award of only one prime contract.
11. Services during out-of-town travel required of CTI other than visits to the site or the CLIENT's office.
12. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
13. Providing any type of surveys or related engineering services needed for purposes of redesign or changes in alignment.
14. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services).
15. Preparation of documentation to assist CLIENT in obtaining variances or exemptions from codes or regulations.
16. Assistance in applying for and obtaining zoning changes and appeals.
17. Monitoring of storm water discharges associated with construction activities unless specifically included in the scope of services.

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18. Additional services in connection with the project, including services which are to be furnished by the CLIENT and services not otherwise provided for in this Scope of Services.

G. Required Additional Services

When required by the Contract Documents in circumstances beyond CTI's control, CTI will furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from the CLIENT, Additional Services of the types listed below. These services are not included as part of Basic Services. CTI will advise the CLIENT promptly after starting any such Additional Services.

1. Services in connection with work directive changes and change orders to reflect changes requested by the CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
2. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by the Contractor.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the project by the CLIENT prior to substantial completion.
6. Evaluating an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work.

II. RESPONSIBILITIES OF CLIENT

The CLIENT will be responsible to:

- A. Provide all criteria and full information as to its requirements for the project.

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- B. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI with data, reports, surveys, and other materials and information required for this project, except those included in CTI's scope of services.
- C. Acquire all land, easements, and rights-of-way as required for this project, including all surveys and document preparation associated with property and/or easement acquisition.
- D. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
- F. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
- G. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.
- H. Pay applicable permit and review fees assessed by regulatory agencies in connection with the project.
- I. Provide administration of grants and loans used to finance the project.
- J. Provide final inspections of house connections (taps) to satisfy the requirements of the Fort Oglethorpe inspection.

III. PERIODS OF SERVICE

- A. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase.
- B. The construction phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CTI of final payment on the last prime contract to be completed.

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- C. If the CLIENT has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.
- D. The periods of service under the construction phase are based upon a construction contract time of 60 calendar days. If the Contractor fails to substantially complete the project within the original contract time and the CLIENT desires CTI to extend the construction phase, the amount for construction phase services provided for elsewhere in this Agreement will be subject to equitable adjustment.
- E. If CTI's services during construction of the project are delayed or suspended in whole or in part by the CLIENT for more than 1 year for reasons beyond CTI's control, the various rates of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment.
- F. In the event that the CLIENT authorizes CTI to extend construction phase services or resident project representation beyond the expiration of the original construction contract time, the following conditions shall apply:
 - 1. Compensation for the extended services shall not be conditional upon the CLIENT's collection of liquidated damages from the Contractor.

**APPENDIX C
E-Verify Affidavit**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cartersville, Georgia 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:

302129
Federal Work Authorization User Identification Number

January 5, 2010
Date of Authorization

Consolidated Technologies, Inc. dba CTI Engineers, Inc.
Name of Contractor

Leake Street and Erwin Street Drainage Improvements
Name of Project

City of Cartersville, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on 23 November, 2021 in Chattanooga (city), TN (state).

J. Taylor Stein
Signature of Authorized Officer or Agent

J. Taylor Stein Executive Vice President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 23 DAY OF November, 2021.

[Signature]
NOTARY PUBLIC

My Commission Expires: 10 August 2025



**AMENDMENT NO. 2
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, City of Cartersville Public Works (CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc. (CTI) entered into an Agreement dated December 2, 2021, to perform professional services for the Leake Street and Erwin Street Drainage Improvements (hereinafter referred to as the project); and

WHEREAS, the CLIENT now desires to engage CTI to perform additional services not authorized in the original agreement, said services being required to provide additional construction administration for the project.

NOW, THEREFORE, the CLIENT and CTI do hereby agree as follows:

1. Appendix B – Scope of Services is amended to increase construction contract time from 60 calendar days to 120 calendar days for the project.
2. Appendix C – Duties and Responsibilities of Resident Project Representative shall be included in the original agreement.
3. The Schedule of Fees included with the original agreement shall be amended for the following: Increase compensation for construction administration services from \$6,000 to \$16,000. Compensation for construction administration services shall be amended to be on a cost-plus basis as defined in the original agreement. Include \$56,000 in compensation for RPR services. Compensation for RPR services will be on a cost-plus basis as defined in the original agreement.
4. All other portions of the original Agreement remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 2 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:

ACCEPTED BY CTI:

CITY OF CARTERSVILLE

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY _____

BY  _____

NAME _____

NAME Philip R. Schofield, P.E.

TITLE Mayor

TITLE Vice President

DATE _____

DATE 1/16/2024

BY _____

NAME _____

TITLE City Clerk

DATE _____

APPENDIX C DUTIES AND RESPONSIBILITIES OF RESIDENT PROJECT REPRESENTATIVE

The duties and responsibilities of the RPR are limited to those of CTI in CTI's agreement with the CLIENT and in the construction Contract Documents, and are further limited and described as follows:

1. General

The RPR is CTI's agent at the site, will act as directed by and under the supervision of CTI, and will confer with CTI regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work will in general be with CTI and the Contractor, keeping the CLIENT advised as necessary. The RPR's dealings with subcontractors will only be through or with the full knowledge and approval of the Contractor. The RPR will generally communicate with the CLIENT with the knowledge of and under the direction of CTI.

2. Duties and Responsibilities of RPR

- a. *Schedules.* Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the Contractor, and consult with CTI concerning acceptability.
- b. *Conferences and Meetings.* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
- c. *Liaison:*
 - (1) Serve as CTI's liaison with the Contractor, working principally through the Contractor's superintendent, and assist in understanding the intent of the Contract Documents; and assist CTI in serving as the CLIENT's liaison with the Contractor when the Contractor's operations affect the CLIENT's on-site operations.
 - (2) Assist in obtaining from the CLIENT additional details or information, when required for proper execution of the work.
- d. *Shop Drawings and Samples:*
 - (1) Record date of receipt of shop drawings and samples.
 - (2) Receive samples which are furnished at the site by the Contractor and notify CTI of availability of samples for examination.
 - (3) Advise CTI and the Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by CTI.

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- e. *Review of Work, Rejection of Defective Work, Inspections, and Tests:*
- (1) Conduct on-site observations of the work in progress to assist CTI in determining if the work is in general proceeding in accordance with the Contract Documents.
 - (2) Report to CTI whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise CTI of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - (3) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record, and report to CTI appropriate details relative to the test procedures and start-ups.
 - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to CTI.
- f. *Interpretation of Contract Documents.* Report to CTI when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by CTI.
- g. *Modifications.* Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report with the RPR's recommendations to CTI. Transmit to the Contractor decisions as issued by CTI.
- h. *Records:*
- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, CTI's clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
 - (2) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CTI.

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- (3) Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, and equipment.
- i. *Reports:*
- (1) Furnish CTI periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (2) Consult with CTI in advance of scheduled major tests, inspections, or start of important phases of the work.
 - (3) Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommend to CTI change orders, work directive changes, and field orders.
 - (4) Report immediately to CTI and the CLIENT upon the occurrence of any accident.
- j. *Payment Requests.* Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to CTI, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- k. *Certificates, Maintenance, and Operation Manuals.* During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CTI for review and forwarding to the CLIENT prior to final payment for the work.
- l. *Completion:*
- (1) Before CTI issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
 - (2) Conduct final inspection in the company of CTI, the CLIENT, and Contractor and prepare a final list of items to be completed or corrected.
 - (3) Observe that all items on the final list have been completed or corrected and make recommendations to CTI concerning acceptance.

APPENDIX C

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3. Limitations of Authority

The RPR:

- a. Will not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CTI.
- b. Will not exceed limitations of CTI's authority as set forth in the Agreement or the Contract Documents.
- c. Will not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
- d. Will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- f. Will not accept shop drawing or sample submittals from anyone other than the Contractor.
- g. Will not authorize the CLIENT to occupy the project in whole or in part.
- h. Will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CTI.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	February 1, 2024
SUBCATEGORY:	Certification
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Signature Authorization Form for EPD
DEPARTMENT SUMMARY RECOMMENDATION:	The City of Cartersville Stormwater Program continues to comply with NPDES Permit No. GAG610000 for Phase II Municipal Storm Sewer Systems (MS4). Every year, an annual report and potential revisions are submitted to EPD for approval. The Public Works Director will be allowed to sign supervisory documentation with these submittals if permission is granted through the mayor by his signature on the attached letter. We are requesting the Mayor's signature to the authorization letter that has been previously used by Georgia EPD.
LEGAL:	N/A

February 1, 2024

Georgia Environmental Protection Division
Watershed Protection Branch
Nonpoint Source Program, Stormwater Unit
2 Martin Luther King, Jr. Drive
Suite 1462, East Tower
Atlanta, AG 30334

RE: Signature Authorization Form

To Whom it May Concern:

This document authorizes Wade Wilson, P.E., City of Cartersville Public Works Director, a duly authorized representative responsible for the overall management of the City’s MS4 Phase II Permit, to sign documents relating to the City’s Stormwater Permit for the 2023-2027 permit cycle. This authorization shall become null and void should this duly authorized representative no longer be employed by the City of Cartersville or at such time as a new representative is established.

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for violations.”

Sincerely,

Matthew J. Santini
Mayor