



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, September 07, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

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. August 17, 2023

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

2. AZ23-02. Allatoona Dam Rd. Applicant: City of Cartersville

CONTRACTS/AGREEMENTS

3. Grassdale Road Sidewalk Supplemental Agreement No. 2

4. Case Management Software Agreement

5. Customer Portal Agreement

6. Construction Manager at Risk (CMAR) Electric Department Renovation

BID AWARD/PURCHASES

7. Second Quarter 2023 Motorola Radio Invoice

PROPOSALS

- [8.](#) Design Proposal Fire Station 5

BID AWARD/PURCHASES

- [9.](#) Joint Training Center Repairs Project
- [10.](#) Fiber Pathway Installation – Constellium Automotive
- [11.](#) Gas Main Relocation- State Route 293
- [12.](#) Purchase of Six Replacement Stalker Lidar Units

OTHER

- [13.](#) Federal annual report fiscal year 2022/2023
- [14.](#) Bartow County Health Department Permit Fee

ENGINEERING SERVICES

- [15.](#) Lindsey Engineering Services Agreement

BID AWARDS/PURCHASES

- [16.](#) Laboratory Fume Hood
- [17.](#) Land Application Farm Tree Clearing
- [18.](#) Replacement Biosolids Spreader

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:	September 7, 2023
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	August 17, 2023
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from August 17, 2023 have been uploaded for your review and approval.
LEGAL:	N/A

City Council Meeting
City Hall – Council Chambers
August 17, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

Meeting: September 7, 2023 Item 1.

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:03 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Mayor Santini closed Work Session at 6:34 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 Council Member Hodge.

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

Absent: Cary Roth, Council Member Ward Three and Taff Wren, Council Member Ward Six

REGULAR AGENDA

Mayor Santini called for a motion to add nine (9) items to the agenda which include the August 17, 2023 Special Called Meeting Minutes, the vote on each of the Millage Rate items and additional items to be discussed.

Council Member Hodge made a motion to add nine (9) items to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

COUNCIL MEETING MINUTES

1. August 3, 2023, Council Meeting Minutes and August 9/August 17, 2023, Special Called Council Meeting Minutes

Council Member Stepp made a motion to approve the three (3) sets of meeting minutes. Council Member Hodge seconded the motion. The motion carried unanimously. Vote: 4-0

PUBLIC HEARING

2. City of Cartersville M&O Millage Rate Set at 2.910 Mills for 2023

Mayor Santini stated the property taxes received from the Cartersville M&O property tax collections are used for the general city government operations, which include police, fire, recreation, public works, etc.

The proposed 2023 millage rate is set at 2.910 mills and is not the rollback rate was 2.397 mills). As a result, the rate of 2.91 mills is considered to be a property tax increase of 21.40% over the rollback rate. The tax increase on a house that has a fair market value of \$200,000 would be approximately \$41.04. Furthermore, the city is required to hold three public hearings for the citizens to voice their opinions regarding the proposed property tax increase.

The first public hearing was held on August 9, 2023, at 5 PM. The second public hearing was held on August 17, 2023, at 8 AM, and this was the third public hearing. Approval was recommended of the Cartersville M&O property tax millage rate of 2.910 mills for 2023.

Mayor Santini opened the public hearing.

David McKalip, 15 Bowen Ct., came forward to speak against the tax increase.

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

Council Member Stepp made a motion to approve the City of Cartersville M&O Millage Rate Set at 2.910 Mills for 2023. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

3. Cartersville School System Millage Rate Set at 13.906 Mills for 2023

Mayor Santini stated the Cartersville City School System has recommended to their Board to adopt the millage rate of 13.906 mills for 2023. The rollback rate is 11.327 mills. As a result, the rate of 13.906 mills is considered to be a property tax increase of 22.77% over the rollback rate. The tax increase on a house that has a fair market value of \$200,000 would be approximately \$205.84.

Furthermore, the city is required to hold three public hearings for the citizens to voice their opinions regarding the proposed property tax increase. The first public hearing was held on August 9, 2023, at 5 PM. The second public hearing was held on August 17, 2023, at 8 AM, and this is the third public hearing. The City Council approves the School Board's recommended tax millage rate for city residents where all the property taxes collected are used by the Cartersville City School System. Approval was recommended of the Cartersville City School System property tax millage rate of 13.906 mills for 2023.

Mayor Santini opened the joint public hearing for City of Cartersville and the Cartersville School Board.

Kelly Dial, President of the School Board, came forward to present the millage rate history and stated that they would like to propose a rollback millage rate of 13.50.

Michael Lusk, 4 Twin Leaf Ct., came forward to speak against the millage rate.

David McKalip, 15 Bowen Ct., came forward to speak against the millage rate.

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

Mayor Santini called for a motion to recess the City Council Meeting.

Council Member Hodge made a motion for the City Council Meeting. Council member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

The School Board proceeded with their Board Meeting. Upon completion of their Board Meeting, Council Member Fox made a motion for City Council to come out of recess. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

Council Member Fox made a motion to approve the Cartersville School System Millage Rate Set at 13.50 Mills for 2023. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 4-0

4. Cartersville Business Improvement District Millage Rate Set at 0.846 Mills for 2023

Mayor Santini stated the Cartersville Business Improvement District (BID) is made up of the Downtown Cartersville Business District. These business owners have been self-assessing property tax for many years to raise funds for use in the downtown area. The Downtown Development Authority (DDA) works with local businesses to use the funds to improve the downtown area. The DDA Board requests the City Council’s approval of their recommended BID’s property tax millage of 0.846 mills for 2023. This is the rollback rate. Approval was recommended of the Cartersville Business Improvement District property tax millage of 0.846 mills for 2023.

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

Council Member Hodge made a motion to approve the Cartersville Business Improvement District Millage Rate Set at 0.846 Mills for 2023. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

5. GO Parks & Recreation Property Tax Millage Rate set at 0.400 Mills for 2023

Mayor Santini stated the citizens of Cartersville approved a referendum in November of 2014 authorizing the city to issue bonds to be used to pay for renovations and improvements to the parks and recreation buildings and properties. The bonds were issued with a ten-year payback period. To make the scheduled bond payments, the city is assessing a property tax millage of 0.400 mills (below the rollback rate of 0.514 mills) for 2023, also approved by the citizens. The millage rate for this will fluctuate over the ten years and will need to be set with a millage large enough to cover the semi-annual bond payments. Approval was recommended of the Cartersville GO Parks and Recreation Bond tax millage rate of 0.400 mills for 2023.

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

Council Member Cooley made a motion to approve the GO Parks & Recreation Tax Millage Rate Set at 0.400 Mills for 2023. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

APPOINTMENTS

6. Alcohol Control Board

Randy Mannino, Planning and Development Director, stated Matt Terry to serve as a member of the Alcohol Control Board if re-appointed. If approved, Mr. Terry's term would expire on September 5, 2027

Council Member Cooley made a motion to approve the Alcohol Control Board Appointment. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 4-0

7. Historic Preservation Commission

Mr. Mannino stated Becky Carr and Larry Gregory are willing to continue to serve as Board Members of the Historic Preservation Commission with new terms expiring September 7, 2026.

Council Member Hodge made a motion to approve the Historic Preservation Commission Appointment. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

PUBLIC HEARING – 1ST READING OF ZONING /ANNEXATION REQUESTS

8. AZ23-02: Allatoona Dam Road

Applicant: City of Cartersville

Mr. Mannino stated the applicant requests the annexation of multiple city-owned properties in unincorporated Bartow County and the City of Emerson. The proposed zoning is P-I (Public Institutional). These tracts are associated with the City's Water Treatment Plant. The Planning Commission recommended approval 6-0.

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

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

This was a first reading and will be voted on at the next scheduled City Council Meeting on September 7, 2023

RESOLUTIONS

9. Rome-Cartersville Development Corridor

Dan Porta, City Manager stated this resolution authorizes support for the submission of joint applications for MPDG funding and authorizes the Mayor and City Clerk to execute GDOT Document Reference No. 3797 for Project Identification No. 0013238.

Council Member Fox made a motion to approve the Rome-Cartersville Development Corridor Resolution. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

Reference Resolution # 24-23

10. Pension Plan Resolution and Amendments

Freddy Morgan, Assistant City Manager, stated this resolution and subsequent amendments are addressed in the restatement of the 1967 Pension plan and 2017 Pension plan. The intent is to

capture all previously intended amendments for both plans. Our pension a Meeting: September 7, 2023 Item1.
the language to address each amendment and the Pension Board has approved of each.

Council Member Hodge made a motion to approve the Pension Plan Resolution and Amendments. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

Reference Resolution #25-23

SURPLUS EQUIPMENT

11. Surplus Vehicles and Equipment

Mr. Morgan stated a list of vehicles and equipment deemed surplus by our departments has been provided. It was requested this list be approved as a surplus to be sold on GovDeals.com.

Council Member Cooley made a motion to approve the Surplus Vehicles and Equipment. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

CONTRACTS/AGREEMENT

12. Construction Manager at Risk (CMAR) Subcontractor Contracts

Mr. Morgan stated this was a compilation of subcontractor contracts negotiated by Reeves and Young to complete the construction of the Water Department Administrative Complex for the approved GMP.

Council Member Fox made a motion to approve the Construction Manager at Risk (CMAR) Subcontractor contracts. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

13. Settlement Agreement 53 Goodyear Ave.

Mr. Morgan stated this insurance settlement agreement fully resolves the water damage claims at 53 Goodyear Avenue, Cartersville, GA 30120, created by our water meter installer, Utility Metering Solutions. The agreement reimburses the City's outlay to assist the tenant, and exhibit A covers the property owner and tenant's reimbursement cost. It was requested for Council to approve for the Mayor and City Clerk to sign the agreement to move forward with the City's reimbursement.

Council Member Fox made a motion to approve the Settlement Agreement 53 Goodyear Ave. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

14. Johnson Controls Memorandum of Understanding (MOU)

Mr. Morgan stated the proposed MOU (Memorandum of Understanding) with Johnson Controls, Inc is to perform a preliminary business case analysis that projects the financial benefits of energy-efficient facility improvement measures and operational savings projects. Johnson Controls will bear the entire cost to develop and present the preliminary business case analysis. Approval will be obtained before any identified project is pursued.

Council Member Fox made a motion to approve the Johnson Controls Motion. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

15. Firing Range Facility Architectural and Engineering Services

Mr. Morgan stated this is the proposal for architectural and engineering services between the City of Cartersville and CPL for the renovation/replacement of the Police Department’s firing range facility.

Council Member Hodge made a motion to approve the Firing Range Facility Architectural and Engineering Services. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

ADDED ITEM

16. Topographical Survey Proposal – Electric Dept Facility

Mr. Morgan stated he received three (3) proposals to provide a topography survey for 320 S. Erwin St (Cartersville Electric Dept Facility). The topographical survey is requested by the architects performing the renovation design of the Electric Department facility.

Approval was recommended for the lowest bid of \$4,200 with MD Patrick Engineering. The lead time is ten days.

Council Member Fox made a motion to approve the Topographical Survey Proposal. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

CONTRACTS/AGREEMENTS

17. Etowah Bush School Contract for Performing Services

Mr. Porta stated the city has supported the Etowah Bush School for a couple of years through funding of \$8,000 for services that benefit our community, like Historic Register Designation, the Civil Rights Trail, and promotion of Virtual/Audio Walking Tour, and a few other areas.

Council Member Cooley made a motion to approve the Etowah Bush School Contract for Performing Services. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

SECOND READING OF ORDINANCES

18. Amendment and Restatement of the 1967 Retirement Plan

Mr. Morgan stated this ordinance amendment and restatement will allow the city to move our plan assets for the 1967 Pension Plan to the Georgia Municipal Employees Benefit System (GMEBS) to allow them to manage our pension plan assets and provide the monthly benefits to city retirees. Moving to GMEBS is a win for the city as it reduces our costs to maintain the defined benefit plan offered to our employees hired before January 1, 2017. Approval was recommended.

Keith Lovell, City Attorney, stated that an effective date of November to be added to the contract and ordinance.

Council Member Fox made a motion to approve the Amendment and Restatement of the 1967 Retirement Plan as amended. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

19. Amendment and Restatement of the 2017 Retirement Plan

Mr. Morgan stated this ordinance amendment and restatement will allow the city to move our plan assets for the 2017 Pension Plan to the Georgia Municipal Employees Benefit System (GMEBS) to allow them to manage our pension plan assets and provide the monthly benefits to city retirees. Moving to GMEBS has allowed us to increase the pension plan benefit multiplier to 2%, which helps us retain and recruit new employees. This plan is for employees hired on or after January 1, 2017. Approval was recommended.

Mr. Lovell stated that an effective date of November 2, 2023, would need to be added to the contract and ordinance.

Council Member Fox made a motion to approve the Amendment and Restatement of the 2017 Retirement Plan as amended. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

20. Amendment to Retirement Plan Ordinances

Mr. Morgan stated moving to GMEBS creates a need to amend several of our existing retirement plan ordinances. Approval was recommended.

Mr. Lovell stated that a new section would need to be added to include an effective date and to specify the adoption language.

Council Member Fox made a motion to approve the Amendment to Retirement Plan Ordinances as amended. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

CONTRACTS/AGREEMENTS

21. Dedication and Maintenance Agreement – Satterfield Commons Townhomes/ The Bend at Pettit Creek Townhomes

Mr. Lovell stated this was the Certificate of Dedication and Maintenance Agreement for water and sewer lines for the Satterfield Commons Townhome Project and The Bend at Pettit Creek Townhomes.

Council Member Fox made a motion to approve the Dedication and Maintenance Agreement for both Satterfield Commons Townhomes and Bend at Pettit Creek Townhomes. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

22. Annual Electric System Trimming Contract

Meeting: September 7, 2023 Item1.

Derek Hampton, Electric Department Director, stated the Electric Department is requesting Council's approval of a contract with Trees Unlimited. This item is budgeted not to exceed \$156,000.

Council Member Hodge made a motion to approve the Annual Electric System Trimming Contract. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

BID AWARD/PURCHASES

23. 500kVA/208V Transformer Purchase

Mr. Hampton stated the Electric Department is requesting authorization to purchase (1) 500kVA/208V transformer for stock. Five bids were received and deemed the bid from Solomon Transformer to be the best-bid based on price and delivery time.

Approval was recommended to purchase the unit from Solomon Transformer for \$34,711.00. This is a budgeted expense.

Council Member Fox made a motion to approve the 500kVA/208V Transformer Purchase. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

24. 500kVA/480V Transformer Purchase

Mr. Hampton stated the Electric Department is requesting authorization to purchase (2) 500kVA/480V transformers for stock and a new customer. Six bids were received and the bid from UTB Transformers to be the best bid based on the lowest price and delivery time.

Approval was recommended to purchase the two units from UTB for \$72,000.00. This is a budgeted expense.

Council Member Fox made a motion to approve the 500kVA/208V Transformer Purchase. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

25. 1000kVA/480V Transformer Purchase

Mr. Hampton stated the Electric Department is requesting authorization to purchase (1) 1000kVA/480V transformer for stock. Three bids were received and deemed the lowest bid from Transformer Network Inc. (TNI) to be the best bid.

Approval was recommended to purchase the unit from TNI for a cost of \$27,421.00. This is a budgeted expense.

Council Member Fox made a motion to approve the 1000kVA/480V Transformer Purchase. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

26. Water System PLC Upgrade

Sidney Forsyth, Water Department Director, stated the programmable logic controller (PLC) processors for all four water storage reservoirs and booster pump stations are obsolete, and repair parts are very difficult to obtain.

MR Systems, our SCADA system Contractor has provided a quote to all- new processors, including one spare processor. The cost for material and labor is \$10,937.00.

This was a budgeted maintenance expense, and approval was recommended of this purchase. Expenses will be paid from account #505.3310.52.2361.

Council Member Fox made a motion to approve the Water System PLC Upgrade. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

27. Land Permitting Technical Assistance

Mr. Forsyth stated due to the loss of several acres of private farmland, currently permitted for biosolids land application, and the need for additional disposal options for current and anticipated future biosolids, the Water Department needs to evaluate the availability of additional land, as well as permitting land already owned by the city for loading.

Synagro has submitted a proposal for technical assistance with land permitting for a cost of \$17,095.00.

The Water Department had previously used this assistance from Synagro to successfully permit WTP sludge lagoon residuals as a soil amendment, which has been beneficial to the dredging and disposal process. Approval was recommended of this budgeted expense from Account #505.3330.52.2362.

Council Member Fox made a motion to approve the Land Permitting Technical Assistance. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 4-0

ENGINEERING SERVICES

28. Engineering Services for Galvanized Water Line Replacement

Mr. Forsyth stated as part of the planned replacement of small, galvanized water mains in the city, the Water Department has solicited Goodwyn Mills Caywood (GMC) Engineering for a renewed Engineering Services Agreement and proposal for design services for the replacement of approximately 3,850 linear feet of water mains in the Chestnut Street area.

Approval was requested of the new Engineering Services Agreement and approval of the proposal by GMC for engineering services for this project through the construction phase of \$90,850.00. This is a budgeted expense to be paid from Account #505.3320.54.3396.

Council Member Fox made a motion to approve the Engineering Services for Galvanized Water Line Replacement. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

CHANGE ORDER

29. Douthit Ferry Road Widening Engineering Change Order

Wade Wilson, Public Works Director, stated Public Works had received an additional change order request from Southland Engineering to complete the Right of Way estimate for the Douthit Ferry Road Widening Project. These estimates are required each year.

The service proposal will be subcontracted through THC, Inc. and will be completed this year and next. THC, Inc is GDOT prequalified to perform Right of Way estimates and has performed previous work for the city on GDOT-related projects.

Fees are more than the estimated amount awarded to the City to pay for preliminary engineering, therefore, SPLOST Funds will be used to cover the fee of \$6,445.26.

The change order was recommended for approval if the intent is to move forward with this project.

Council Member Fox made a motion to approve the Douthit Ferry Road Widening Engineering Change Order. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

BID AWARD/PURCHASES

30. Asbestos Abatement on City Property

Mr. Wilson stated the City of Cartersville purchased the property at 115 Woodland Drive to remove the home to install a detention pond. An asbestos assessment revealed the presence of asbestos.

Public Works received three estimates:

- A&M Contracting for \$18,000.00
- A1A Environmental for \$27,775.33
- Azalea Environmental of NW Ga for \$29,702.09

Public Works recommend the selection of A&M Contracting to perform the asbestos removal and requests approval to authorize A&M Contracting to conduct the proposed work contingent on proper insurance and certification.

The proposed work will be part of the Terrell Heights Drainage Project and will be paid out of the ARPA (American Rescue Plan Act) funds. To qualify for these funds, our staff feels that this project would help our stormwater division “manage, reduce, and recapture stormwater” drainage resulting in reduced flooding at this location.

Council Member Fox made a motion to approve the Asbestos Abatement on City Property. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

ADDED ITEMS

31. On-Demand Services Agreement

Mr. Lovell stated this resolution and agreement is with the City of Cartersville and Bartow County. The City of Cartersville is planning to submit a Recreational Trails Program (RTP) grant pre-application by November 1, 2023, to request partial funding for improvements to the Main Street Parking Area at Pine Mountain Recreation Area. These improvements tentatively include restrooms, a water fountain, benches, and picnic tables. The Bartow County Grant Writing Department (in conjunction with the City of Cartersville’s Parks and Recreation Department) kindly requests that the Mayor and Council authorize this resolution and contract so that we may reach out to one of the firms procured through this RFQ to get the preliminary

engineering report and concept report completed in time to include with the application.

Council Member Hodge made a motion to approve the On-Demand Services Agreement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

32. Joint Development Authority MOU

Mr. Lovell recommended the City Council approve the MOU between the City of Cartersville and Hanwha Q Cells.

Council Member Hodge made a motion to approve the JDA MOU. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

33. Joint Development Authority Guaranty

Mr. Lovell recommended the City Council approve the Guaranty between the City of Cartersville and Hanwha Q Cells.

Council Member Hodge made a motion to approve the JDA Guaranty. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

34. Mauldin & Jenkins 2022 MEAG Invoice

Tom Rhinehart, Finance Director, stated the city received an invoice from Mauldin & Jenkins for the annual MEAG Questionnaire completion. This is completed annually by the finance staff and then reviewed by Mauldin & Jenkins. The budgeted invoice is \$7,748.00, and approval was recommended.

Council Member Cooley made a motion to approve the Mauldin & Jenkins 2022 MEAG Invoice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

MONTHLY FINANCIAL REPORT

35. June 2023 Financial Report

Mr. Rhinehart reviewed the June 2023 Financial Report and compared the numbers to June 2022.

ADJOURNMENT

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

Meeting Adjourned at 8:09 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation Request
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ23-02. Allatoona Dam Rd. Applicant: City of Cartersville
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The applicant requests annexation of multiple city-owned properties in unincorporated Bartow County and the City of Emerson. The proposed zoning is P-I (Public Institutional). These tracts are associated with the City’s Water Treatment Plant.</p> <p>The Planning Commission recommended approval 6-0.</p>
LEGAL:	N/A

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ23-02

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: City of Cartersville

Representative: Keith Lovell, City attorney

Location: Allatoona Dam Rd. east of Hwy 41.

1. Tax Parcel E009-0005-001 in Land Lots 536,537,544 & 545 and containing 11.1+/- acres;
2. Tax Parcel E009-0005-003 in Land Lots 545 & 608 and containing 1.23+/- acres;
3. Tax Parcel 0093-0545-001 in Land Lots 473-75, 534-36, 545-46, 607-08 and containing 137.88+/- acres;
4. Tax Parcel 0093-0545-002 in Land Lots 544-45 & 608 and containing 6.85+/- acres; and
5. Tax Parcel 0093-0608-005 in Land Lots 545 & 608 and containing 1.18+/- acres.

Total Acreage: * 158.24 +/- Acres

* As of 8/1/23, a surveyor was preparing a plat to subdivide a 50ft strip from parcel 0093-0545-001 to connect a (4) parcel unincorporated island to other unincorporated tracts north and west of the Etowah River. The total acreage of the annexation will be reduced by the total area of the 50ft. strip. See concept map provided.

LAND USE INFORMATION

Current Zoning: County M-1 (Mining); County A-1 (Agricultural); City of Emerson, C-2 (Community Retail Commercial)

Proposed Zoning: P-I, Public Institutional

Proposed Use: Municipal Water Treatment Facility

Current Zoning of Adjacent Property:

North: County M-1 (Mining); City of Cartersville R-20 (Residential)

South: City of Emerson, C-2 and L-I (Light Industrial)

East: City of Emerson, R (Residential) and L-I (Light Industrial)
West: County A-1 and M-1; City of Cartersville R-20; City of Emerson C-2.

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 473-474; 534-537; 544-546; 607-608
Ward: 1 **Council Member:** Kari Hodge

The 2018 Future Development Map designates adjacent properties as: Workplace Center

The 2022 Future Land Use Map designates adjacent or nearby city properties as: Low/ Medium Density Residential and Industrial

ANALYSIS

City Departments Reviews

Electric: No Comments

Fibercom: No Comments

Fire: No Comments

Gas: No Comments

Planning and Development: No Comments

Public Works: No Comments

Water and Sewer: No Comments

Cartersville School District: No comments.

Bartow County: 7/24/23. Need to address unincorporated island with (4) tracts for annexation to be legal.

Public comments: None received as of 8-1-2023.

REQUEST SUMMARY:

The City of Cartersville, Applicant, requests the annexation of five (5) properties totaling approx. *158.24 +/- acres north of the intersection of Allatoona Dam Rd and Joe Frank Harris Pkwy (Hwy 41). The properties designated for annexation are bordered by a mix of zoned properties ranging from residential to commercial to industrial and lying in two different jurisdictions, Unincorporated Bartow County and City of Emerson. The primary use of the properties to be annexed is for the Water Treatment Plant, located at 237 Allatoona Dam Rd, Tax Parcel 0093-0545-002.

P-I, Public Institutional, zoning is requested for the parcels.

The City of Cartersville (Water and Sewer), Cartersville Electric Service, Atlanta Gas Light and Georgia Power are the current utility providers in the area.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *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 will permit a use (water treatment plant) that is suitable in view of the use and development of adjacent and nearby property.

- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will create an isolated district. This is due to the water source location and the need for the water treatment plant to be located where it is. The use may also be considered an industrial type use which is compatible with surrounding light industrial and commercial uses.

- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use or usability of adjacent property.

- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
The current use will not change as a result of the annexation. The proposal consolidates the use into one jurisdiction and zoning category.

- E. *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 zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools.

F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*

The proposed P-I zoning does not conform with the two City of Emerson tracts being annexed per the City of Emerson’s 2022 Future Land Use Map (FLUM). However, the Commercial and High Density Residential FLUM designations are consistent with the City of Emerson’s zoning map. The P-I zoning and the water treatment facility use is compatible with commercial and light industrial uses of adjacent properties remaining in the City of Emerson’s jurisdiction.

The proposed zoning of the Bartow County tract does conform to the 2022 FLUM for Bartow County.

The 2022 FLUM for the City of Cartersville does not address the subject tracts.

G. *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.*

The zoning proposal should not have an adverse environmental effect.

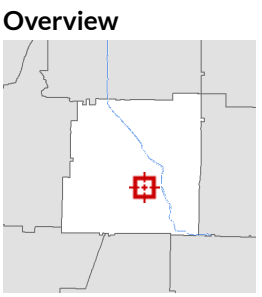
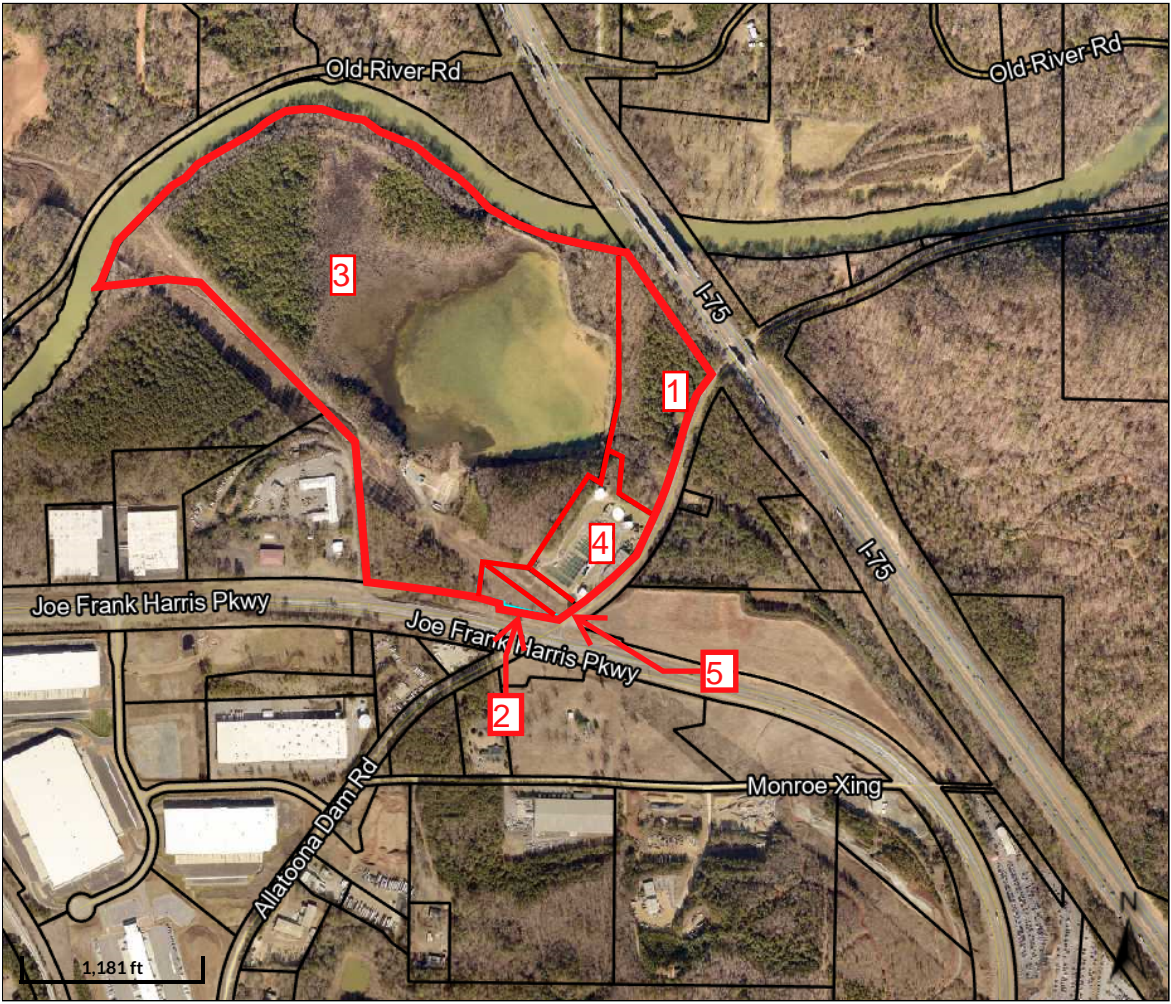
H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*

No additional conditions are known.

RECOMMENDATION: Staff does not oppose the annexation or P-I zoning.

qPublic.net™ Bartow County, GA

LOCATION MAP



Legend
□ Parcels
— Roads

Parcel ID	E009-0005-003	Alternate ID	22816	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt	PO BOX 1390	
Property Address	ALLATOONA DAM RD	Acreage	1.23	CARTERSVILLE, GA 30120	
District	Emerson				
Brief Tax Description	LL 608 LD 4				

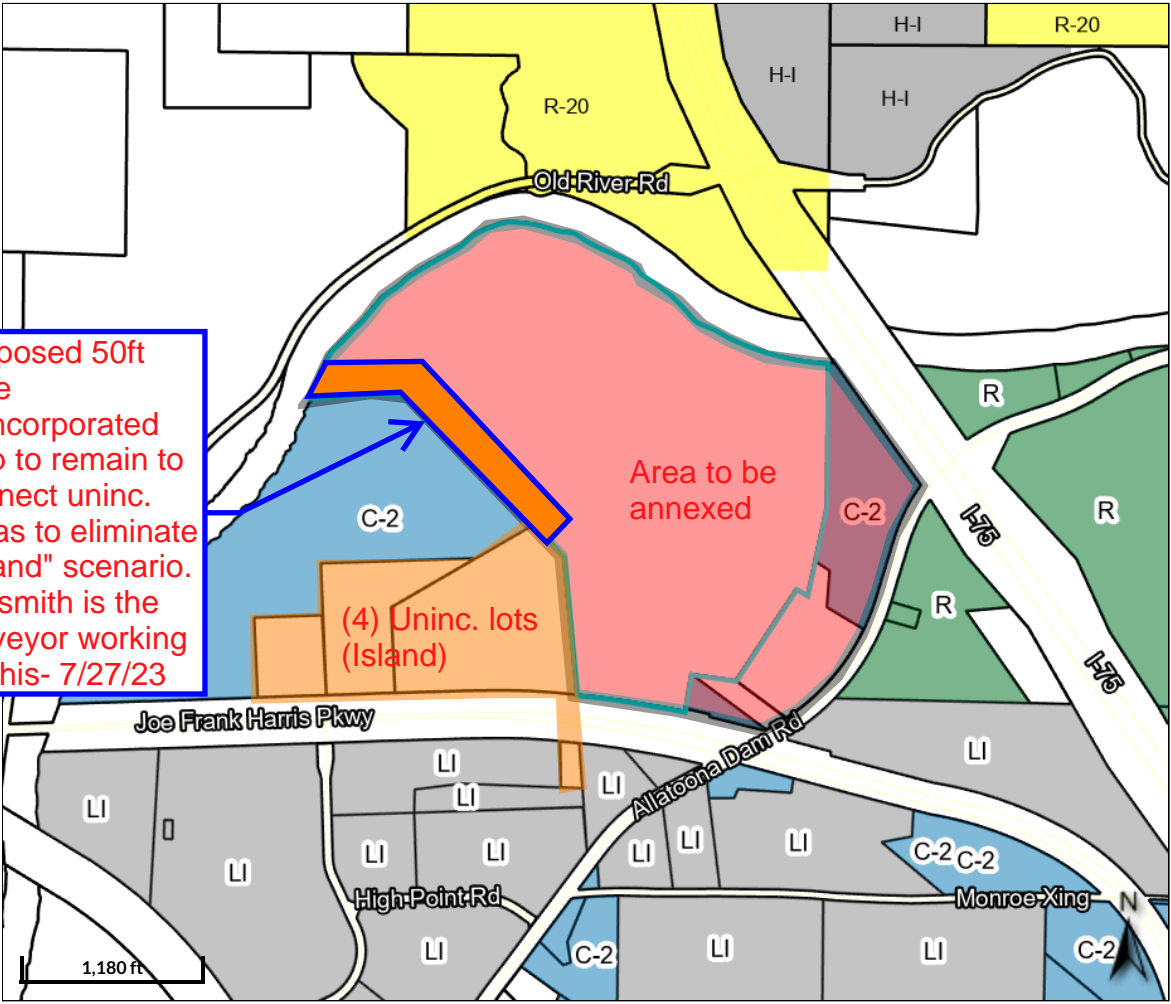
(Note: Not to be used on legal documents)

Date created: 7/12/2023
Last Data Uploaded: 7/11/2023 9:04:07 PM



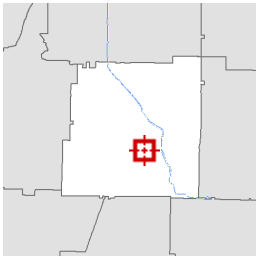
- TAX PARCEL KEY:**
1. Tax Parcel E009-0005-001 in Land Lots 536,537,544 & 545 and containing 11.1+/- acres;
 2. Tax Parcel E009-0005-003 in Land Lots 545 & 608 and containing 1.23+/- acres;
 3. Tax Parcel 0093-0545-001 in Land Lots 473-75, 534-36, 545-46, 607-08 and containing 137.88+/- acres;
 4. Tax Parcel 0093-0545-002 in Land Lots 544-45 & 608 and containing 6.85+/- acres; and
 5. Tax Parcel 0093-0608-005 in Land Lots 545 & 608 and containing 1.18+/- acres.





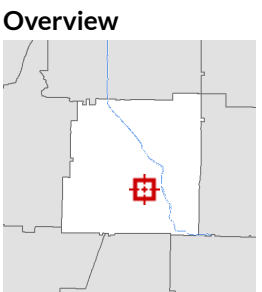
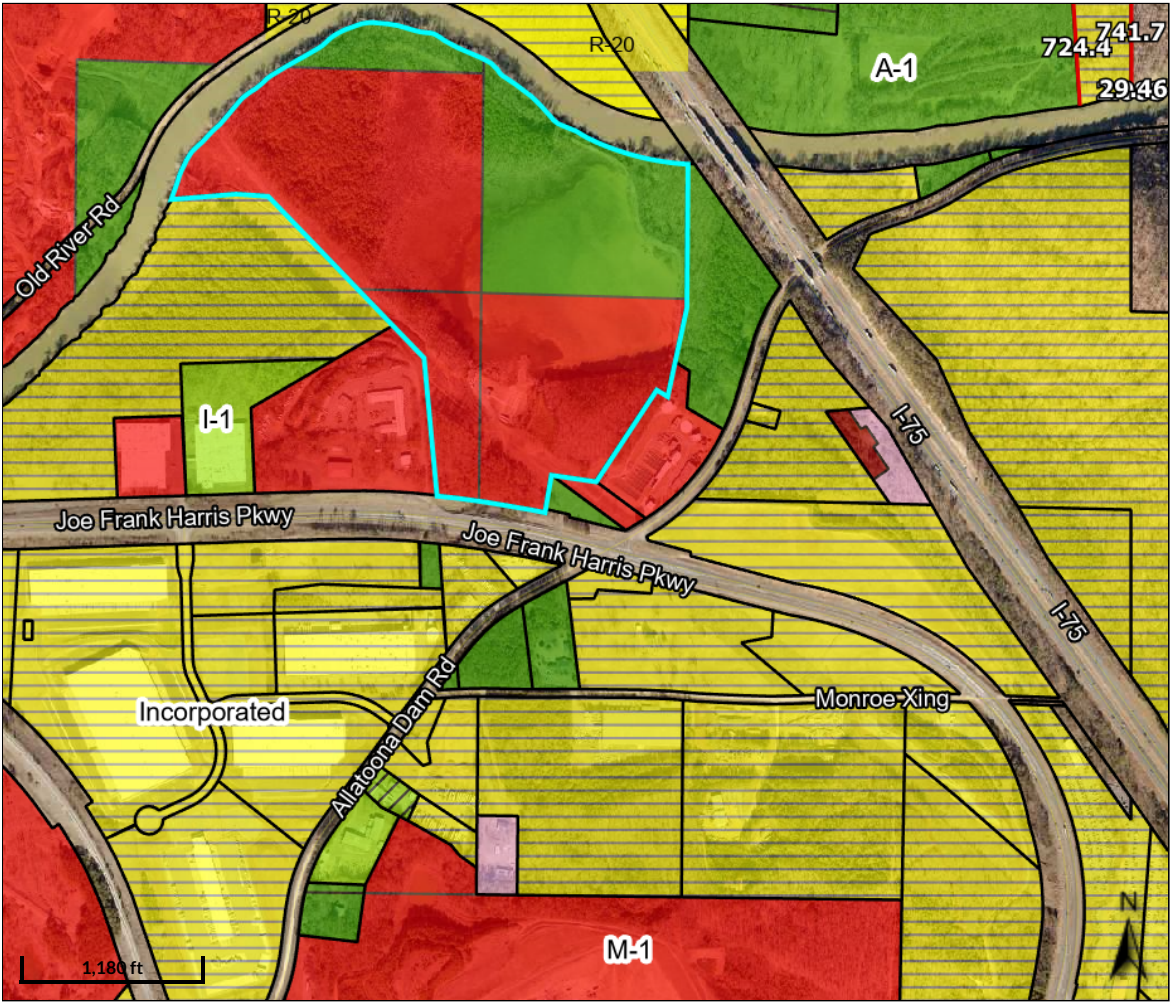
Proposed 50ft wide unincorporated strip to remain to connect uninc. areas to eliminate "Island" scenario. Bill smith is the surveyor working on this- 7/27/23

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*
- RSL
- Emerson Zoning**
- R - Residential



- Legend**
- Parcels
 - Roads
- Bartow County Zoning**
- A-1
 - A1 (wC)
 - A1CU
 - BPD
 - BPD (wC)
 - C-1
 - C1 (wC)
 - C1CU
 - CN
 - CN (wC)
 - CNCU
 - I-1
 - I-2
 - I1 (wC)
 - I1CU
 - I2 (wC)
 - I2CU
 - Incorporated
 - M-1
 - M1 (wC)
 - M1CU
 - O/I
 - O1 (wC)
 - O1CU
 - PUD
 - PUD (wC)
 - PUDCU
 - R-1
 - R-2
 - R-3
 - R-4
 - R-7
 - R-8
 - R-8 w/c
 - R1 (wC)

-  R2 (wC)
-  R2CU
-  R3 (wC)
-  R3CU
-  R4 (wC)
-  R4CU
-  R7 (wC)
-  RE-1
-  RE-2
-  RE1 (wC)
-  RE1CU
-  RE2 (wC)
-  RE2CU
-  Unknown
-  Zoning with Conditions

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*
-  RSL

Parcel ID 0093-0545-001
Sec/Twp/Rng n/a
Property Address 480 JOE FRANK HARRIS PKWY
District Bartow County
Brief Tax Description LD 4

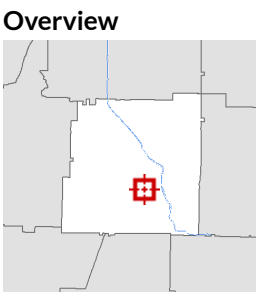
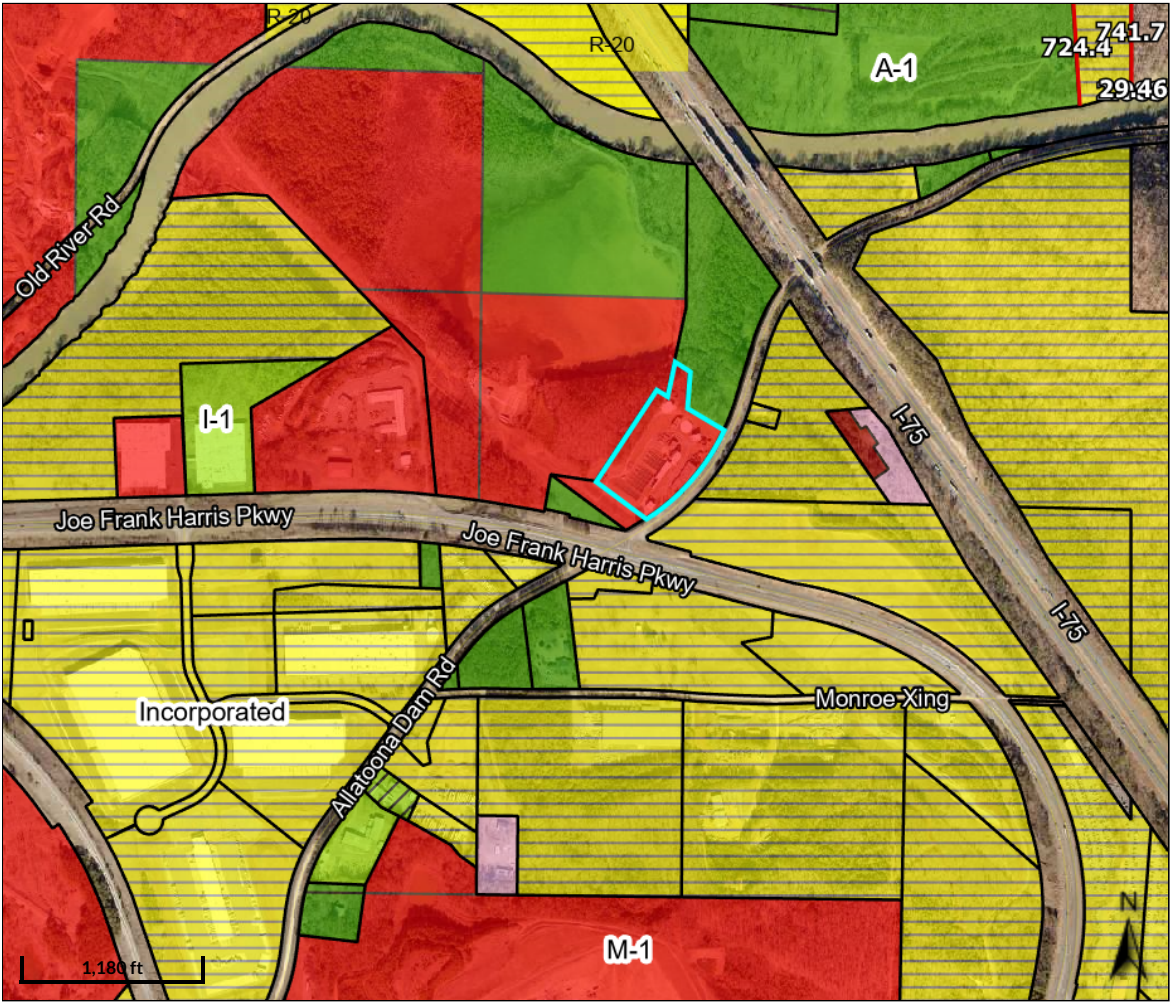
Alternate ID 22802
Class Exempt
Acreage 137.88

Owner Address CIT Meeting: September 7, 2023 Item2.
P O BOX 1390
CARTERSVILLE, GA 30120

(Note: Not to be used on legal documents)

Date created: 7/12/2023
Last Data Uploaded: 7/11/2023 9:04:07 PM

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- Legend**
- Parcels
 - Roads
- Bartow County Zoning**
- A-1
 - A1 (wC)
 - A1CU
 - BPD
 - BPD (wC)
 - C-1
 - C1 (wC)
 - C1CU
 - CN
 - CN (wC)
 - CNCU
 - I-1
 - I-2
 - I1 (wC)
 - I1CU
 - I2 (wC)
 - I2CU
 - Incorporated
 - M-1
 - M1 (wC)
 - M1CU
 - O/I
 - O1 (wC)
 - O1CU
 - PUD
 - PUD (wC)
 - PUDCU
 - R-1
 - R-2
 - R-3
 - R-4
 - R-7
 - R-8
 - R-8 w/c
 - R1 (wC)

-  R2 (wC)
-  R2CU
-  R3 (wC)
-  R3CU
-  R4 (wC)
-  R4CU
-  R7 (wC)
-  RE-1
-  RE-2
-  RE1 (wC)
-  RE1CU
-  RE2 (wC)
-  RE2CU
-  Unknown
-  Zoning with Conditions

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*
-  RSL

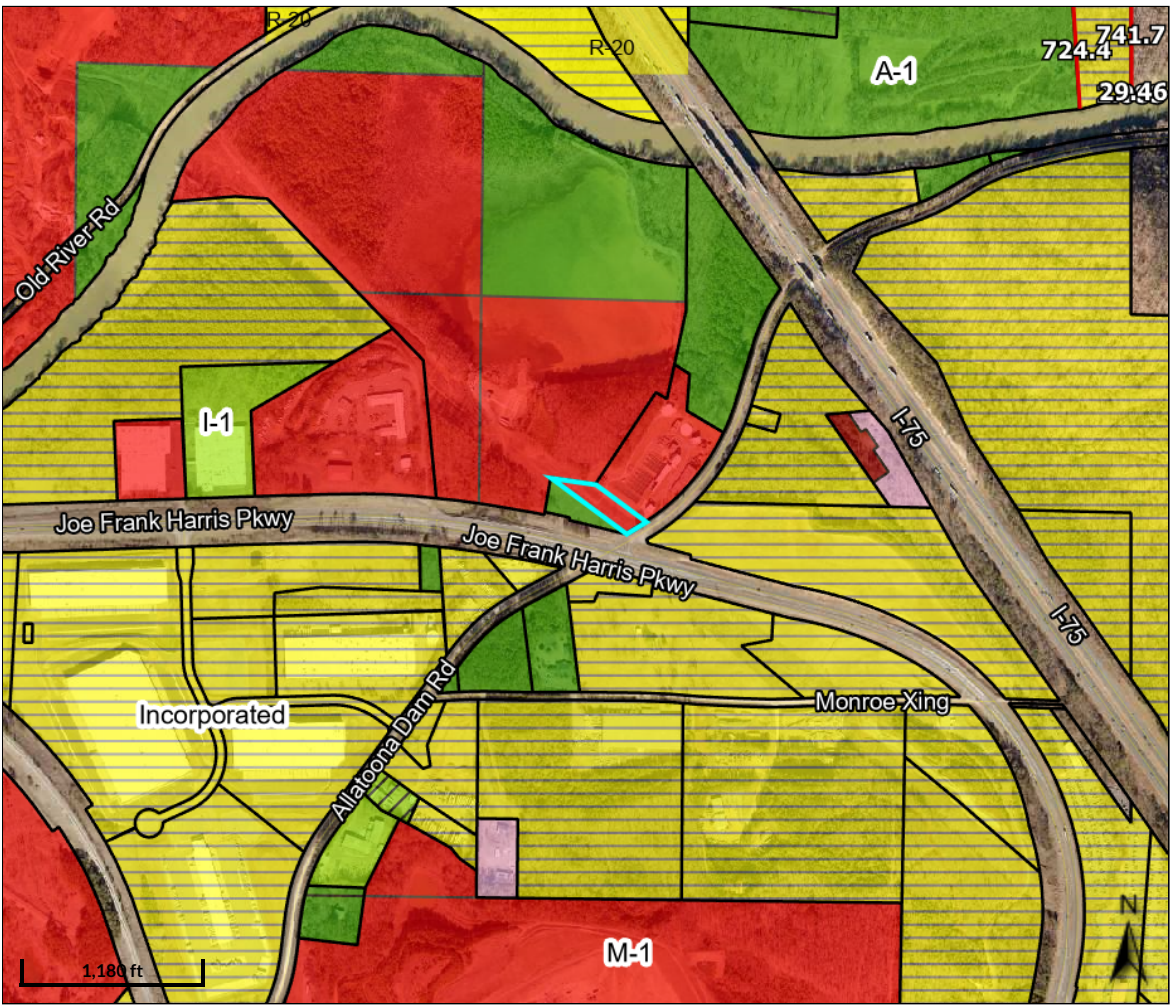
Parcel ID 0093-0545-002
Sec/Twp/Rng n/a
Property Address 237 ALLATOONA DAM RD
District Bartow County
Brief Tax Description SUBSTATION

Alternate ID 22803
Class Exempt
Acreage 6.85

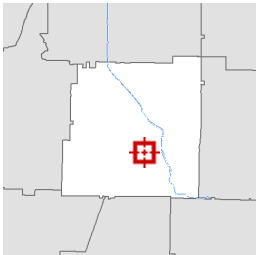
Owner Address CITY (Meeting: September 7, 2023 Item2.)
P O BOX 1390
CARTERSVILLE, GA 30120

Date created: 7/12/2023
Last Data Uploaded: 7/11/2023 9:04:07 PM

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Overview




Legend

- Parcels
- Roads

Bartow County Zoning

- A-1
- A1 (wC)
- A1CU
- BPD
- BPD (wC)
- C-1
- C1 (wC)
- C1CU
- CN
- CN (wC)
- CNCU
- I-1
- I1 (wC)
- I1CU
- I-2
- I2 (wC)
- I2CU
- Incorporated
- M-1
- M1 (wC)
- M1CU
- O/I
- OI (wC)
- OICU
- PUD
- PUD (wC)
- PUDCU
- R-1
- R-2
- R-3
- R-4
- R-7
- R-8
- R-8 w/c
- R1 (wC)

-  R2 (wC)
-  R2CU
-  R3 (wC)
-  R3CU
-  R4 (wC)
-  R4CU
-  R7 (wC)
-  RE-1
-  RE-2
-  RE1 (wC)
-  RE1CU
-  RE2 (wC)
-  RE2CU
-  Unknown
-  Zoning with Conditions

Cartersville Zoning

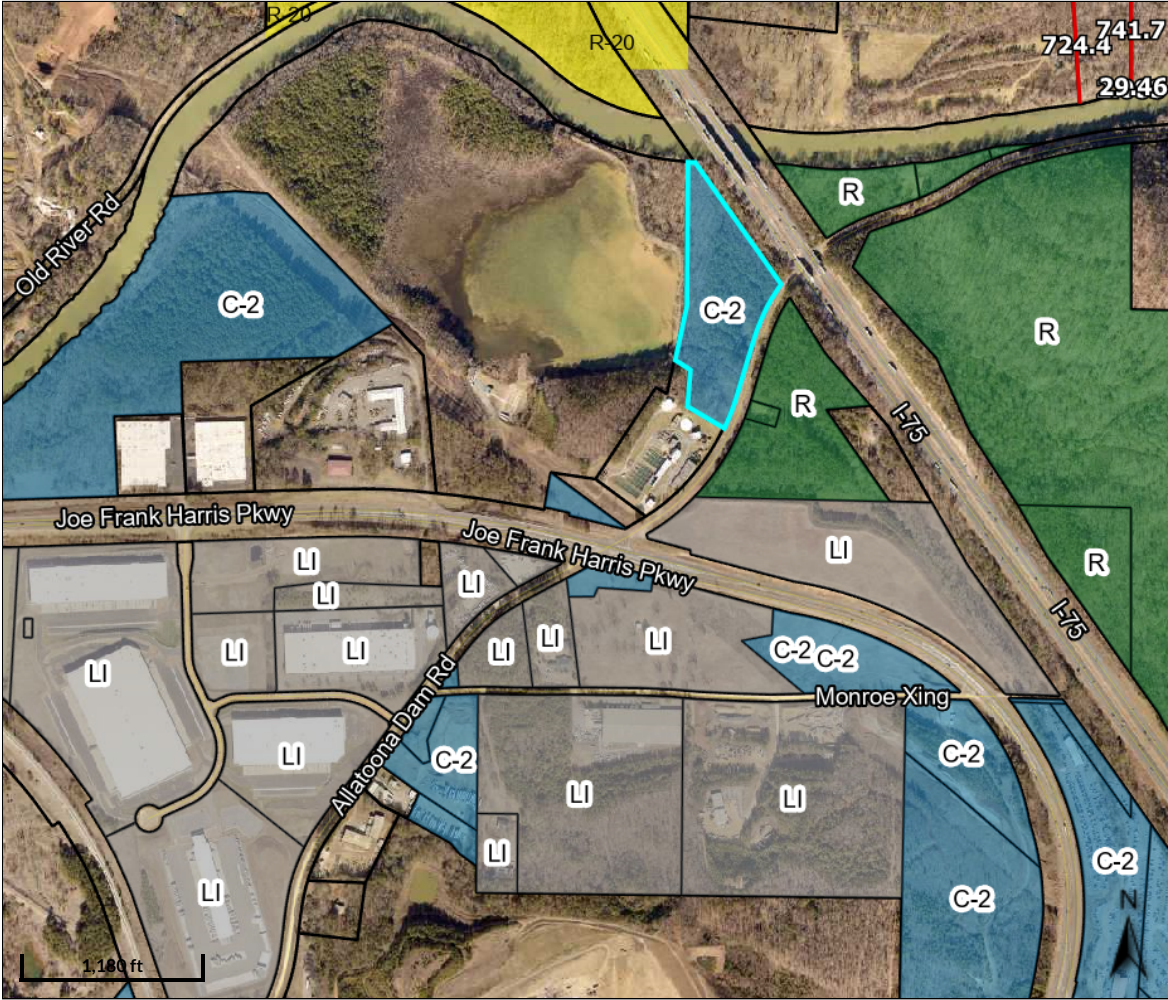
-  AG
-  DBD
-  G-C
-  G-C*
-  H-I
-  H-I*
-  L-I
-  L-I*
-  M-U
-  M-U*
-  MF-14
-  MF-14*
-  MN
-  O-C
-  O-C*
-  P-D
-  P-D*
-  P-I
-  P-S
-  P-S*
-  R-10
-  R-10*
-  R-15
-  R-15*
-  R-20
-  R-20*
-  R-7
-  R-7*
-  R-D
-  RA-12
-  RA-12*
-  RSL

Parcel ID 0093-0608-005 **Alternate ID** 22819
Sec/Twp/Rng n/a **Class** Exempt
Property Address ALLATOONA DAM RD **Acreage** 1.18
District Bartow County
Brief Tax Description LL 545/608 LD4
(Note: Not to be used on legal documents)

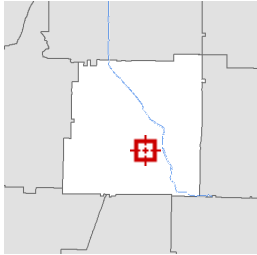
Owner Address CITY OF *Meeting: September 7, 2023 Item2.*
PO BOX 1390
CARTERSVILLE, GA 30120

Date created: 7/12/2023
Last Data Uploaded: 7/11/2023 9:04:07 PM

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








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*
- RSL
- Emerson Zoning**
- R - Residential

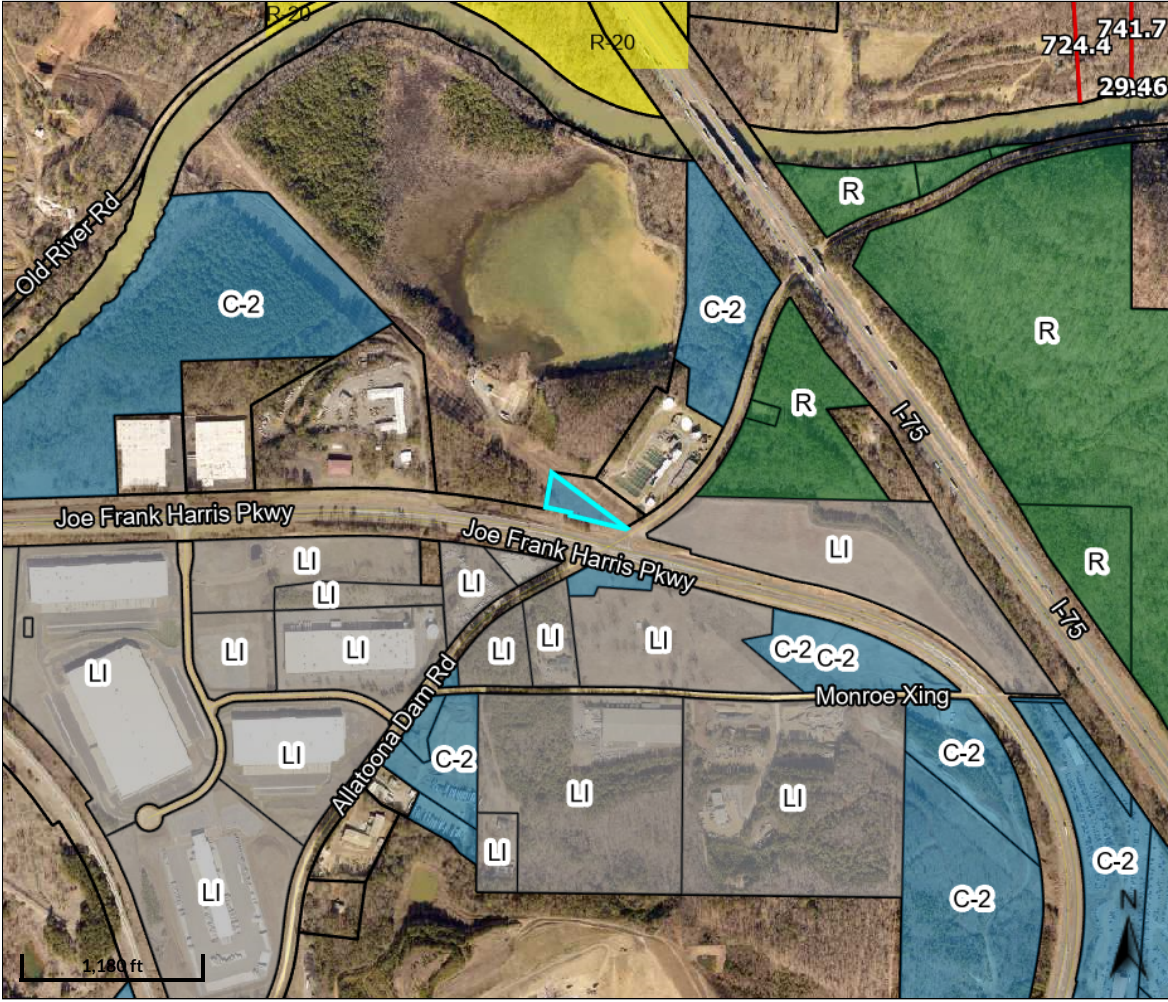
-  Conservation
-  RM-6 - Multifamily
-  RM-12 - Multifamily
-  C-1- Neighborhood Retail Commercial
-  C-2 - Community Retail Commercial
-  MU - Mixed Use
-  MU-2 - Mixed Use - Lakepoint
-  LI - Light Industrial
-  HI - Heavy Industrial

Parcel ID	E009-0005-001	Alternate ID	39099	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	ALLATOONA DAM RD	Acreage	11.1		CARTERSVILLE, GA 30120
District	Emerson				
Brief Tax Description	LL 532-544 D 4				

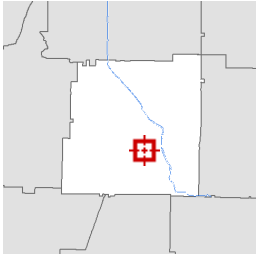
(Note: Not to be used on legal documents)

Date created: 7/12/2023
Last Data Uploaded: 7/11/2023 9:04:07 PM






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*
- RSL
- Emerson Zoning**
- R - Residential

-  Conservation
-  RM-6 - Multifamily
-  RM-12 - Multifamily
-  C-1- Neighborhood Retail Commercial
-  C-2 - Community Retail Commercial
-  MU - Mixed Use
-  MU-2 - Mixed Use - Lakepoint
-  LI - Light Industrial
-  HI - Heavy Industrial

Parcel ID	E009-0005-003	Alternate ID	22816	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		PO BOX 1390
Property Address	ALLATOONA DAM RD	Acreage	1.23		CARTERSVILLE, GA 30120
District	Emerson				
Brief Tax Description	LL 608 LD 4				

(Note: Not to be used on legal documents)

Date created: 7/12/2023
Last Data Uploaded: 7/11/2023 9:04:07 PM



Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ23-02
Date Received: 6/15/23

Public Hearing Dates:

Planning Commission 8/8/23 5:30pm 1st City Council 8/17 7:00pm 2nd City Council 9/7 7:00pm

Applicant CITY OF CARTERSVILLE Office Phone 770-387-5616
 (printed name)
 Address PO BOX 1390 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email dporta@cityofcartersville.org
 E. Keith Lovell, Assistant City Attorney
 Representative's printed name (if other than applicant) Phone (Rep) 770-386-1116
 Email (Rep) keithlovel11@gmail.com
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: My commission expires: _____
 Notary Public _____



* Titleholder CITY OF CARTERSVILLE Phone 770-387-5616
 (titleholder's printed name)
 Address PO BOX 1390, CARTERSVILLE GA 30120 Email dporta@cityofcartersville.org
 Signature _____
 Signed, sealed, delivered in presence of: My commission expires: _____
 Notary Public _____



Present Zoning District A-1 Requested Zoning P-1
 Acreage 137.88 Land Lot(s) 473-75, 534-36, 545-46, 607-08 District(s) 4th Section(s) 3rd
 Location of Property: 480 JOE FRANK HARRIS PARKWAY Parcel ID No. 0093-0545-001
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: This City property is currently in the County and the City desires that property it owns be in the City of Cartersville so that its facilities are built to the City's specifications and in order to provide emergency services to said property.
 (attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ 23-02

Tax Map Parcel(s) # 0093-0545-001 Voting Ward(s) 1

Current Land Use governmental Current Zoning A-1

Proposed Land Use governmental Proposed Zoning P-I

Number of Dwelling Units 0 Number of Occupants 0

Owner Occupied? Yes No X

Number of School-aged Children 0 Grade Level(s) of School-aged Children

School(s) to be attended:

Current Utility Service Providers (Check Service provider or list if Other)

Water: X City County Well/ Other

Sewer: City County X Septic/ Other

Natural Gas: City X Other (List) ATLANTA GAS LIGHT

Electricity: City X GA Power Greystone

 Other (List)

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

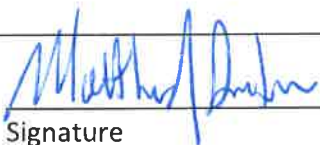
Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

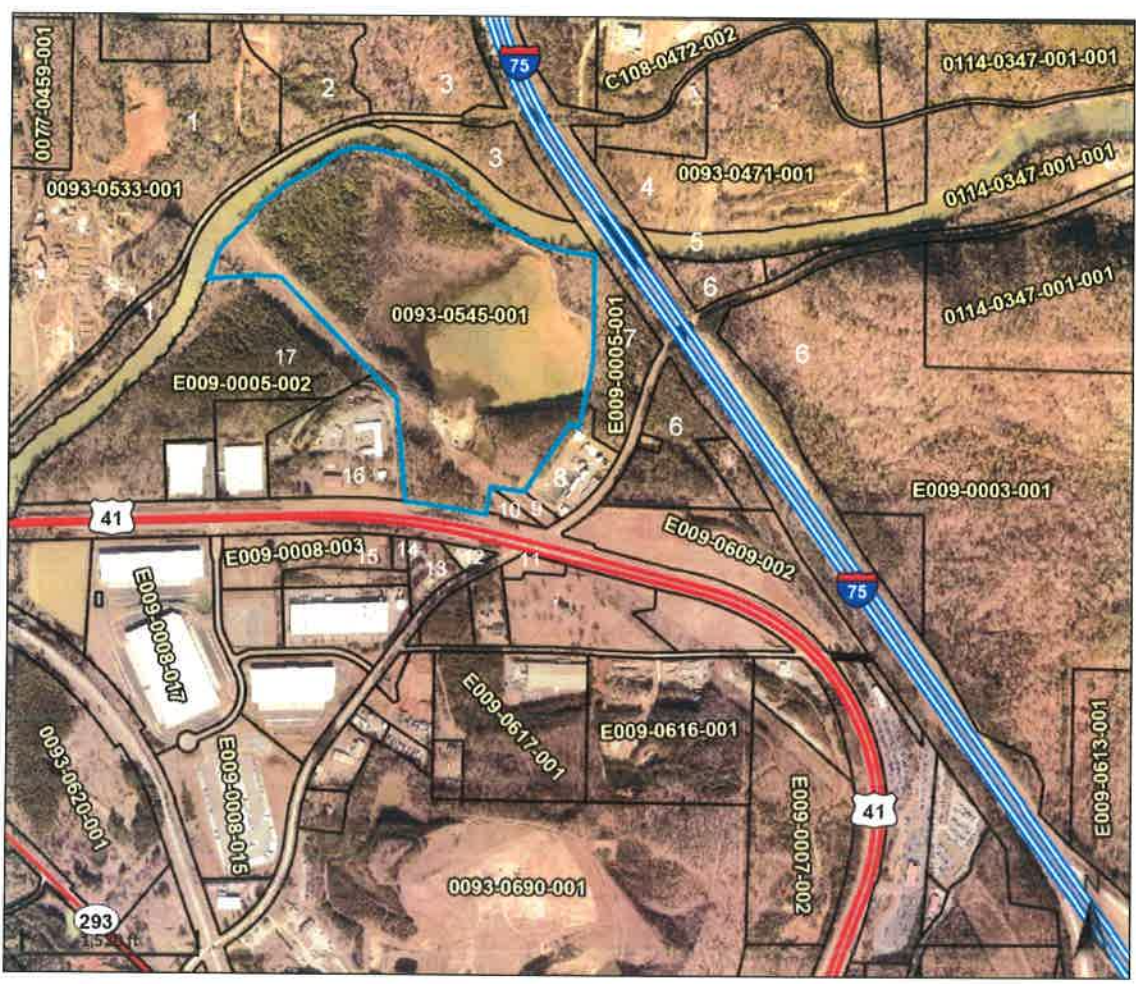
Date of Application: June 20, 2023
Date Two Years Prior to Application: June 20, 2021
Date Five Years Prior to Application: June 20, 2018

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	_____	x _____
Council Member:		
Ward 1- Kari Hodge	_____	x _____
Ward 2- Jayce Stepp	_____	x _____
Ward 3- Cary Roth	_____	x _____
Ward 4- Calvin Cooley	_____	x _____
Ward 5- Gary Fox	_____	x _____
Ward 6- Taff Wren	_____	x _____
Planning Commission		
Lamar Pendley, Chair	_____	x _____
Anissa Cooley	_____	x _____
Fritz Dent	_____	x _____
Greg Culverhouse	_____	x _____
Jeffery Ross	_____	x _____
Stephen Smith	_____	x _____
Travis Popham	_____	x _____

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.

 6/19/2023
Signature Date
MATTHEW J. SANTINI
Print Name



Overview

Legend

- Parcels
- Roads

Parcel ID	0093-0545-001	Alternate ID	22802	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	480 JOE FRANK HARRIS PKWY	Acreeage	137.88		CARTERSVILLE, GA 30120
District	Bartow County				
Brief Tax Description	LD 4				

(Note: Not to be used on legal documents)

Date created: 6/16/2023
 Last Data Uploaded: 6/15/2023 8:58:56 PM

Developed by Schneider GEOSPATIAL

- | | |
|------------------------------------|--------------------------------|
| 1) NEW RIVERSIDE OCHRE | 14) DOEHLER NORTH AMERICA |
| 2) CHEMICAL PRODUCTS | 15) DOEHLER NORTH AMERICA |
| 3) NEW RIVERSIDE OCHRE | 16) STATE HWY DEPARTMENT OG GA |
| 4) DAVID & CAROL FRANZ, PAUL FRANZ | 17) METRO RV EMERSON |
| 5) US ARMY CORPS OF ENGINEERS | |
| 6) EMERSON TRACT LLC | |
| 7) CITY OF CARTERSVILLE | |
| 8) CITY OF CARTERSVILLE | |
| 9) CITY OF CARTERSVILLE | |
| 10) CITY OF CARTERSVILLE | |
| 11) GOVERNOR'S CROSSING | |
| 12) TAMN PROPERTIES | |
| 13) ALLATOONA DAM LTD | |

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ23-02
Date Received: 6-15-23

Public Hearing Dates:

Planning Commission 8/8/23 5:30pm 1st City Council 8/17 7:00pm 2nd City Council 9/7 7:00pm

Applicant CITY OF CARTERSVILLE Office Phone 770-387-5616
 (printed name)
 Address PO BOX 1390 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email dporta@cityofcartersville.org
 E. Keith Lovell, Assistant City Attorney
 Representative's printed name (if other than applicant) Phone (Rep) 770-386-1116
 Email (Rep) keithlovell11@gmail.com
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: My commission expires: _____
 Notary Public _____



* Titleholder CITY OF CARTERSVILLE Phone 770-387-5616
 (titleholder's printed name)
 Address PO BOX 1390, CARTERSVILLE GA 30120 Email dporta@cityofcartersville.org
 Signature _____
 Signed, sealed, delivered in presence of: My commission expires: _____
 Notary Public _____



Present Zoning District A-1 Requested Zoning P-1
 Acreage 6.85 Land Lot(s) 544, 545 & 608 District(s) 4th Section(s) 3rd
 Location of Property: 237 ALLATOONA DAM RD Parcel ID No. 0093-0545-002
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: This City property is currently in the County and the City desires that property it owns be in the City of Cartersville so that its facilities are built to the City's specifications and in order to provide emergency services to said property.
 (attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AE 23-02

Tax Map Parcel(s) #	<u>0093-0545-002</u>	Voting Ward(s)	<u>1</u>
Current Land Use	<u>governmental</u>	Current Zoning	<u>A-1</u>
Proposed Land Use	<u>governmental</u>	Proposed Zoning	<u>P-I</u>
Number of Dwelling Units	<u>0</u>	Number of Occupants	<u>0</u>
Owner Occupied? Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Number of School-aged Children	<u>0</u>	Grade Level(s) of School-aged Children	_____
School(s) to be attended:	_____		
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	<input checked="" type="checkbox"/> City	_____ County	_____ Well/ Other
Sewer:	<input checked="" type="checkbox"/> City	_____ County	_____ Septic/ Other
Natural Gas:	_____ City	<input checked="" type="checkbox"/> Other (List)	<u>ATLANTA GAS LIGHT</u>
Electricity:	<input checked="" type="checkbox"/> City	_____ GA Power	_____ Greystone
		_____ Other (List)	_____

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:

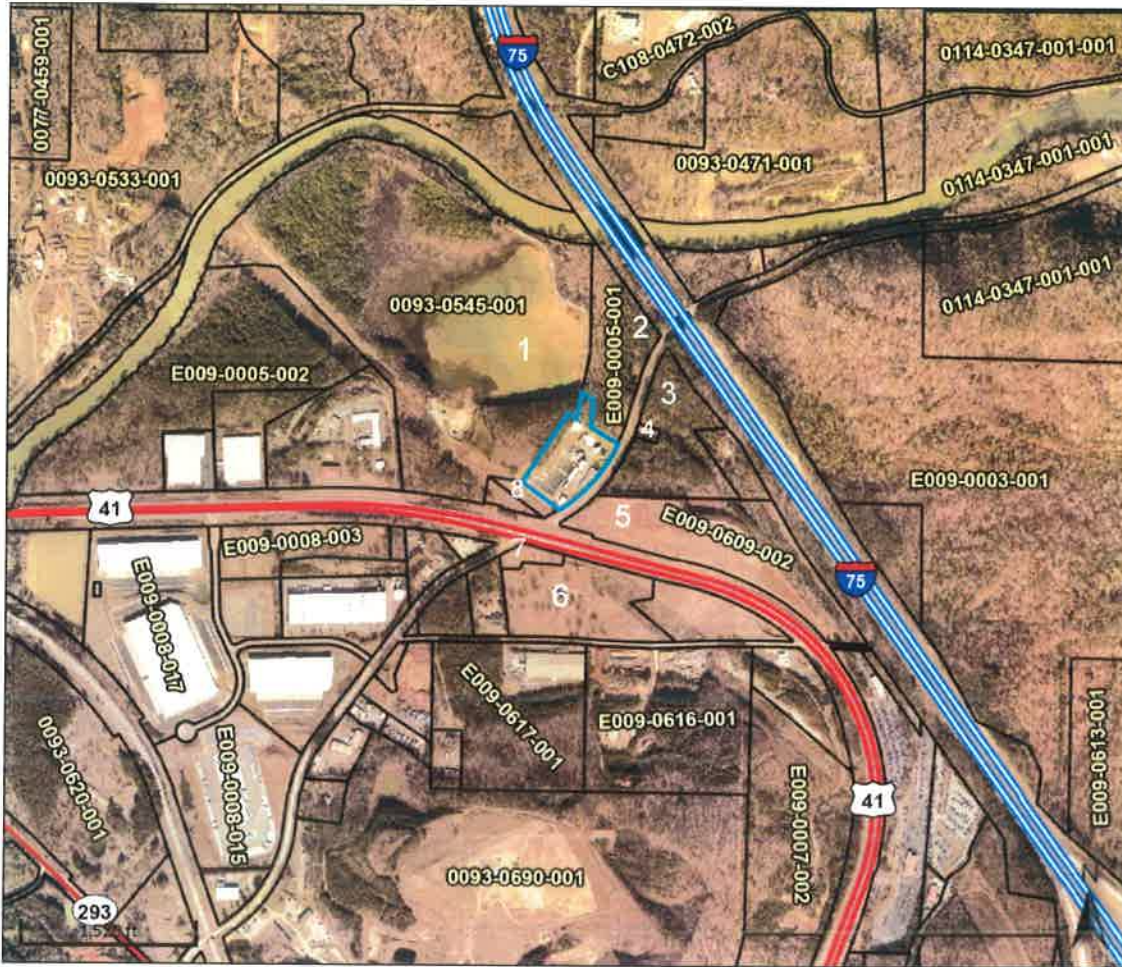
Date of Application: June 20, 2023
Date Two Years Prior to Application: June 20, 2021
Date Five Years Prior to Application: June 20, 2018

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	_____	x _____
Council Member:		
Ward 1- Kari Hodge	_____	x _____
Ward 2- Jayce Stepp	_____	x _____
Ward 3- Cary Roth	_____	x _____
Ward 4- Calvin Cooley	_____	x _____
Ward 5- Gary Fox	_____	x _____
Ward 6- Taff Wren	_____	x _____
Planning Commission		
Lamar Pendley, Chair	_____	x _____
Anissa Cooley	_____	x _____
Fritz Dent	_____	x _____
Greg Culverhouse	_____	x _____
Jeffery Ross	_____	x _____
Stephen Smith	_____	x _____
Travis Popham	_____	x _____

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.

 6/19/2023
Signature Date
MATTHEW J. SANTINI
Print Name



Overview



Legend

- Parcels
- Roads

Parcel ID	0093-0545-002	Alternate ID	22803	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	237 ALLATOONA DAM RD	Acres	6.85		CARTERSVILLE, GA 30120
District	Bartow County				
Brief Tax Description	SUBSTATION				

(Note: Not to be used on legal documents)

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- 1) CITY OF CARTERSVILLE
- 2) CITY OF CARTERSVILLE
- 3) EMERSON TRACT LLC
- 4) CITY OF EMERSON
- 5) CH DOF I-LO I ATLANTA EMERSON
- 6) DFPI3 GA 4 JFH PKWY
- 7) GOVERNOR'S CROSSING
- 8) CITY OF CARTERSVILLE

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ23-02
Date Received: 6/15/23

Public Hearing Dates:

Planning Commission 8/8/23 5:30pm 1st City Council 8/17 7:00pm 2nd City Council 9/7 7:00pm

Applicant CITY OF CARTERSVILLE Office Phone 770-387-5616
 (printed name)
 Address PO BOX 1390 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email dporta@cityofcartersville.org
 E. Keith Lovell, Assistant City Attorney
 Representative's printed name (if other than applicant) Phone (Rep) 770-386-1116
 Email (Rep) keithlovell11@gmail.com
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: _____ My commission expires: _____
 Notary Public _____



* Titleholder CITY OF CARTERSVILLE Phone 770-387-5616
 (titleholder's printed name)
 Address PO BOX 1390, CARTERSVILLE GA 30120 Email dporta@cityofcartersville.org
 Signature _____
 Signed, sealed, delivered in presence of: _____ My commission expires: _____
 Notary Public _____



Present Zoning District A-1 Requested Zoning P-1
 Acreage 1.18 Land Lot(s) 545 & 608 District(s) 4th Section(s) 3rd
 Location of Property: ALLATOONA DAM RD Parcel ID No. 0093-0608-005
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: This City property is currently in the County and the City desires that property it owns be in the City of Cartersville so that its facilities are built to the City's specifications and in order to provide emergency services to said property.
 (attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ 23 02

Tax Map Parcel(s) #	<u>0093-0608-005</u>	Voting Ward(s)	<u>1</u>
Current Land Use	<u>governmental</u>	Current Zoning	<u>A-1</u>
Proposed Land Use	<u>governmental</u>	Proposed Zoning	<u>P-1</u>
Number of Dwelling Units	<u>0</u>	Number of Occupants	<u>0</u>
Owner Occupied?	Yes _____ No <u>X</u>		
Number of School-aged Children	<u>0</u>	Grade Level(s) of School-aged Children	_____
School(s) to be attended: _____			
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	<u>X</u> City _____ County _____	_____ Well/ Other	
Sewer:	<u>X</u> City _____ County _____	_____ Septic/ Other	
Natural Gas:	_____ City _____	<u>X</u> Other (List)	<u>ATLANTA GAS LIGHT</u>
Electricity:	_____ City _____	<u>X</u> GA Power _____	_____ Greystone
		_____ Other (List) _____	

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: June 20, 2023
Date Two Years Prior to Application: June 20, 2021
Date Five Years Prior to Application: June 20, 2018

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	_____	x _____
Council Member:		
Ward 1- Kari Hodge	_____	x _____
Ward 2- Jayce Stepp	_____	x _____
Ward 3- Cary Roth	_____	x _____
Ward 4- Calvin Cooley	_____	x _____
Ward 5- Gary Fox	_____	x _____
Ward 6- Taff Wren	_____	x _____
Planning Commission		
Lamar Pendley, Chair	_____	x _____
Anissa Cooley	_____	x _____
Fritz Dent	_____	x _____
Greg Culverhouse	_____	x _____
Jeffery Ross	_____	x _____
Stephen Smith	_____	x _____
Travis Popham	_____	x _____

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.

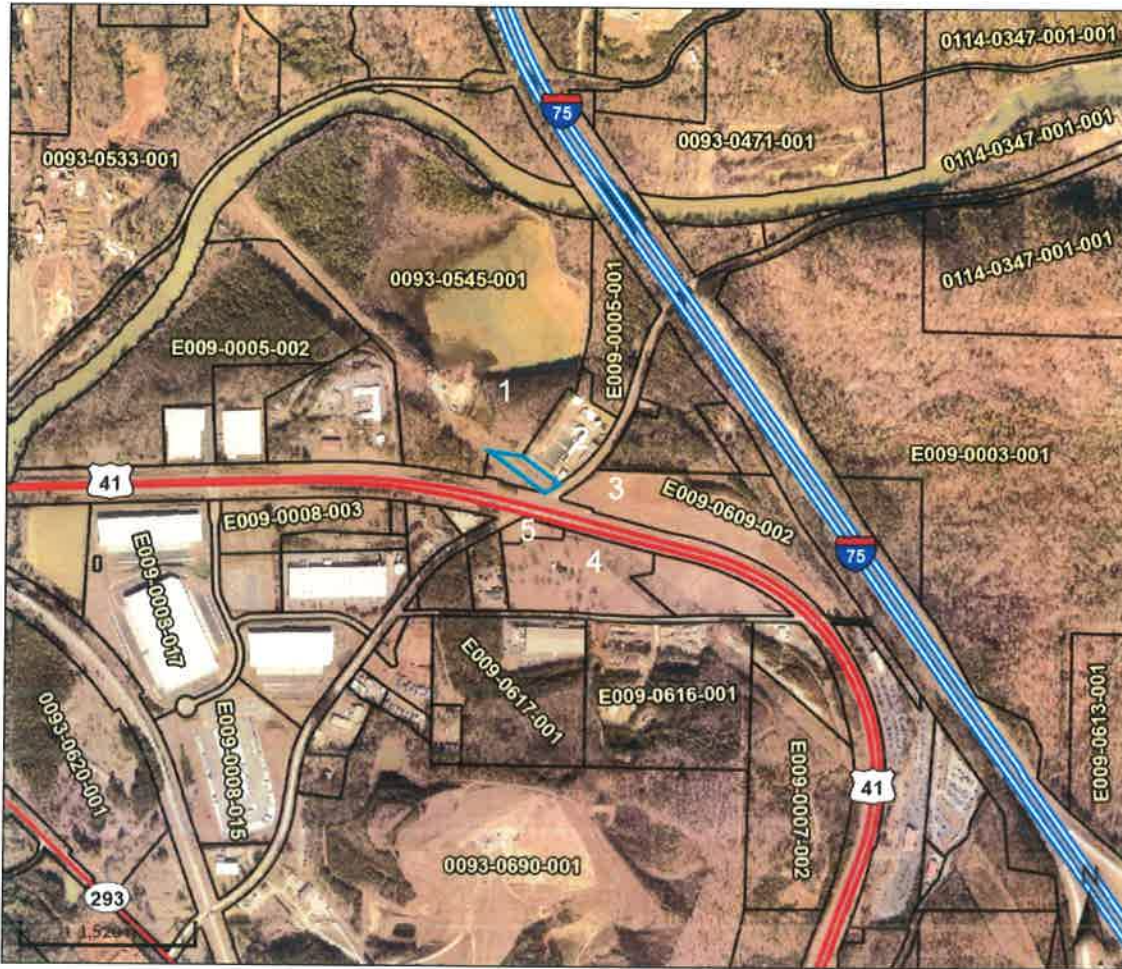

 Signature


 Date

MATTHEW J. SANTINI

 Print Name

qPublic.net™ Bartow County, GA



Legend
 □ Parcels
 — Roads

Parcel ID	0093-0608-005	Alternate ID	22819	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		PO BOX 1390
Property Address	ALLATOONA DAM RD	Acreeage	1.18		CARTERSVILLE, GA 30120
District	Bartow County				
Brief Tax Description	LL 545/608 LD4				

(Note: Not to be used on legal documents)

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- 1) CITY OF CARTERSVILLE
- 2) CITY OF CARTERSVILLE
- 3) CH DOF I-LO I ATLANTA EMERSON
- 4) DFPI3 GA 4 JFH PKWY
- 5) GOVERNOR'S CROSSING

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ23-02
Date Received: 6-15-23

Public Hearing Dates:

Planning Commission 8/8/23 5:30pm 1st City Council 8/17 7:00pm 2nd City Council 9/7 7:00pm

Applicant CITY OF CARTERSVILLE Office Phone 770-387-5616
(printed name)
 Address PO BOX 1390 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email dporta@cityofcartersville.org
 E. Keith Lovell, Assistant City Attorney
 Representative's printed name (if other than applicant) Phone (Rep) 770-386-1116
 Email (Rep) keithlovell11@gmail.com
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: _____ My commission expires _____
 Notary Public [Signature]



* Titleholder CITY OF CARTERSVILLE Phone 770-387-5616
(titleholder's printed name)
 Address PO BOX 1390, CARTERSVILLE GA 30120 Email dporta@cityofcartersville.org
 Signature _____
 Signed, sealed, delivered in presence of: _____ My commission expires _____
 Notary Public [Signature]



Present Zoning District A-1 Requested Zoning P-1
 Acreage 11.1 Land Lot(s) 536, 537, 544 & 545 District(s) 4th Section(s) 3rd
 Location of Property: ALLATOONA DAM RD Parcel ID No. E009-0005-001
(street address, nearest intersections, etc.)
 Reason for Rezoning Request: This City property is currently in the County and the City desires that property it owns be in the City of Cartersville so that its facilities are built to the City's specifications and in order to provide emergency services to said property.
(attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use
Case Number: A223-02

Tax Map Parcel(s) # E009-0005-001 Voting Ward(s) 1

Current Land Use governmental Current Zoning A-1

Proposed Land Use governmental Proposed Zoning P-I

Number of Dwelling Units 0 Number of Occupants 0

Owner Occupied? Yes _____ No X

Number of School-aged Children 0 Grade Level(s) of School-aged Children _____

School(s) to be attended: _____

Current Utility Service Providers (Check Service provider or list if Other)

Water: X City _____ County _____ Well/ Other _____

Sewer: X City _____ County _____ Septic/ Other _____

Natural Gas: _____ City X Other (List) ATLANTA GAS LIGHT

Electricity: _____ City X GA Power _____ Greystone _____

Other (List) _____

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: June 20, 2023

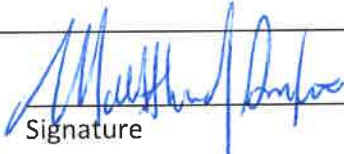
Date Two Years Prior to Application: June 20, 2021

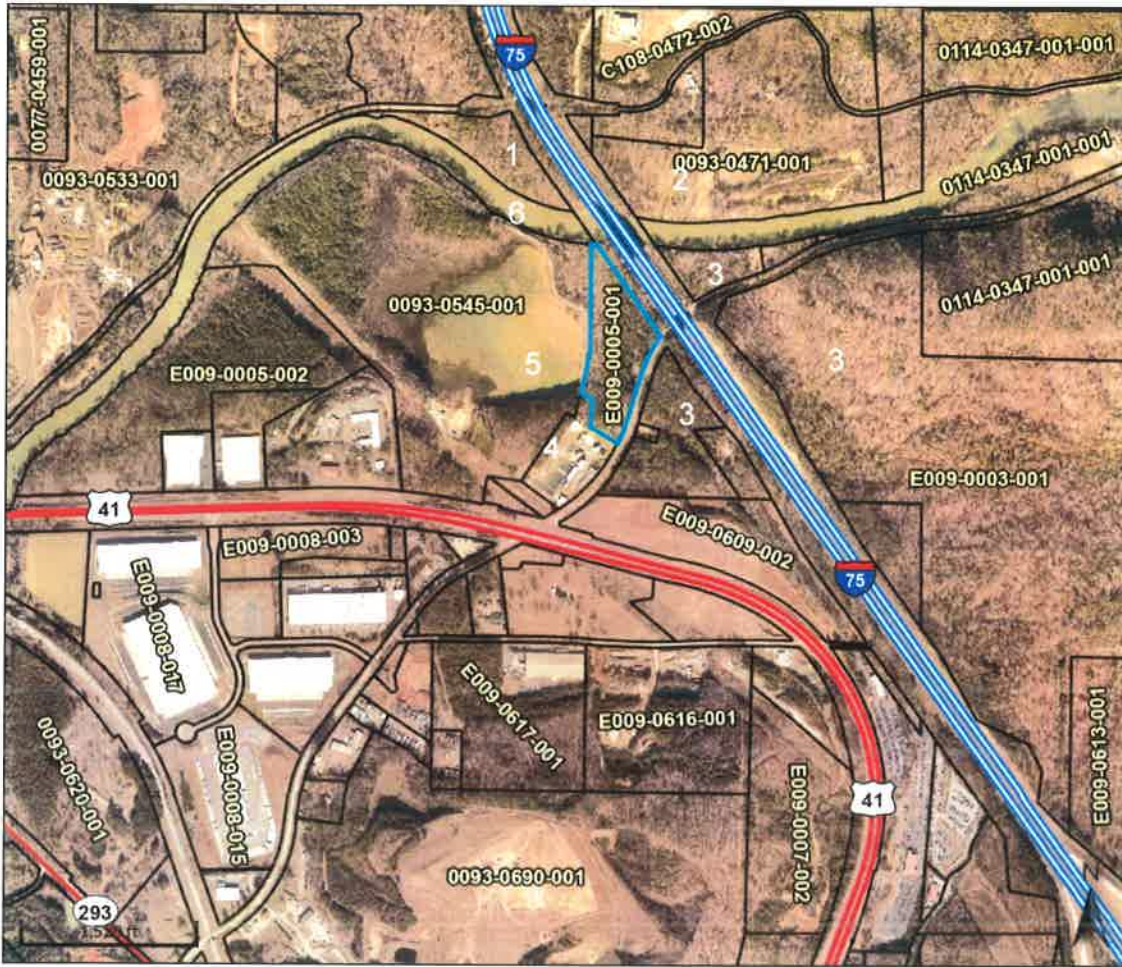
Date Five Years Prior to Application: June 20, 2018

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	_____	x _____
Council Member:		
Ward 1- Kari Hodge	_____	x _____
Ward 2- Jayce Stepp	_____	x _____
Ward 3- Cary Roth	_____	x _____
Ward 4- Calvin Cooley	_____	x _____
Ward 5- Gary Fox	_____	x _____
Ward 6- Taff Wren	_____	x _____
Planning Commission		
Lamar Pendley, Chair	_____	x _____
Anissa Cooley	_____	x _____
Fritz Dent	_____	x _____
Greg Culverhouse	_____	x _____
Jeffery Ross	_____	x _____
Stephen Smith	_____	x _____
Travis Popham	_____	x _____

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.


6/19/2023
 Signature Date
MATTHEW J. SANTINI
 Print Name



Legend
 □ Parcels
 — Roads

Parcel ID	E009-0005-001	Alternate ID	39099	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	ALLATOONA DAM RD	Acreage	11.1		CARTERSVILLE, GA 30120
District	Emerson				
Brief Tax Description	LL 532-544 D 4				

(Note: Not to be used on legal documents)

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- 2) DAVID & CAROL FRANZ, PAUL FRANZ
- 3) EMERSON TRACT LLC
- 4) CITY OF CARTERSVILLE
- 5) CITY OF CARTERSVILLE
- 6) US ARMY CORPS OF ENGINEERS

Application for Annexation/ Zoning
City of Cartersville

Case Number: A223-02
Date Received: 6/15/23

Public Hearing Dates:

Planning Commission 8/8/23 5:30pm 1st City Council 8/17/23 7:00pm 2nd City Council 9/7/23 7:00pm

Applicant CITY OF CARTERSVILLE Office Phone 770-387-5616
 (printed name)
 Address PO BOX 1390 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email dporta@cityofcartersville.org
 E. Keith Lovell, Assistant City Attorney Phone (Rep) 770-386-1116
 Representative's printed name (if other than applicant) Email (Rep) keithlovel11@gmail.com
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: _____ My commission expires: _____
 Notary Public _____



* Titleholder CITY OF CARTERSVILLE Phone 770-387-5616
 (titleholder's printed name)
 Address PO BOX 1390, CARTERSVILLE GA 30120 Email dporta@cityofcartersville.org
 Signature _____
 Signed, sealed, delivered in presence of: _____ My commission expires: _____
 Notary Public _____



Present Zoning District A-1 Requested Zoning P-I
 Acreage 1.23 Land Lot(s) 545 & 608 District(s) 4th Section(s) 3rd
 Location of Property: ALLATOONA DAM RD Parcel ID No. E009-0005-003
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: This City property is currently in the County and the City desires that property it owns be in the City of Cartersville so that its facilities are built to the City's specifications and in order to provide emergency services to said property.
 (attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use
Case Number: AZ23002

Tax Map Parcel(s) # E009-0005-003 Voting Ward(s) _____

Current Land Use governmental Current Zoning A-1

Proposed Land Use governmental Proposed Zoning P-1

Number of Dwelling Units 0 Number of Occupants 0

Owner Occupied? Yes _____ No X

Number of School-aged Children 0 Grade Level(s) of School-aged Children _____

School(s) to be attended: _____

Current Utility Service Providers (Check Service provider or list if Other)

Water: X City _____ County _____ Well/ Other _____

Sewer: X City _____ County _____ Septic/ Other _____

Natural Gas: _____ City X Other (List) ATLANTA GAS LIGHT

Electricity: _____ City X GA Power _____ Greystone _____

Other (List) _____



Legend
 □ Parcels
 Roads

Parcel ID	E009-0005-003	Alternate ID	22816	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		PO BOX 1390
Property Address	ALLATOONA DAM RD	Acreeage	1.23		CARTERSVILLE, GA 30120
District	Emerson				
Brief Tax Description	LL 608 LD 4				

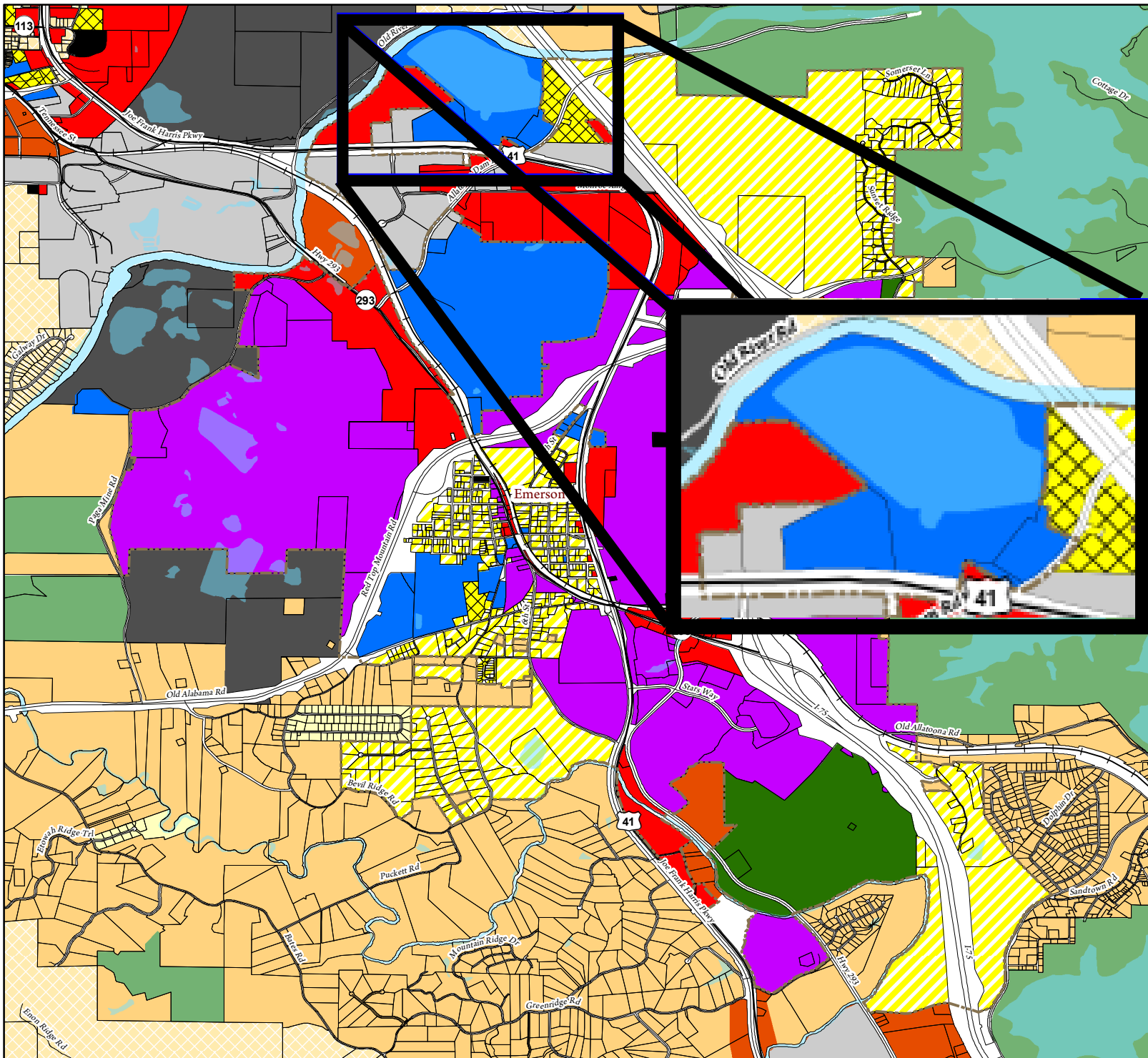
(Note: Not to be used on legal documents)

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- 2) CITY OF CARTERSVILLE
- 3) CH DOF I-LO I ATLANTA EMERSON
- 4) DFPI3 GA 4 JFH PKWY
- 5) GOVERNOR'S CROSSING
- 6) DPIF3 GA4 JFH PKWY
- 7) TAMN PROPERTIES

Land Use Map Emerson, GA



- Roads
- Highways
- Railroads
- - - City Limits

Future Land Use

- █ Commercial ←
- █ Conservation
- █ High Density Residential ←
- █ Industrial
- █ Low Density Residential
- █ Low/Medium Density Residential
- █ Mining
- █ Mixed Use
- █ Mixed Use Commercial
- █ Parks/Conservation
- █ Public/Institutional
- █ Residential
- █ Rural Estate
- █ Transportation/Communication/Utilities

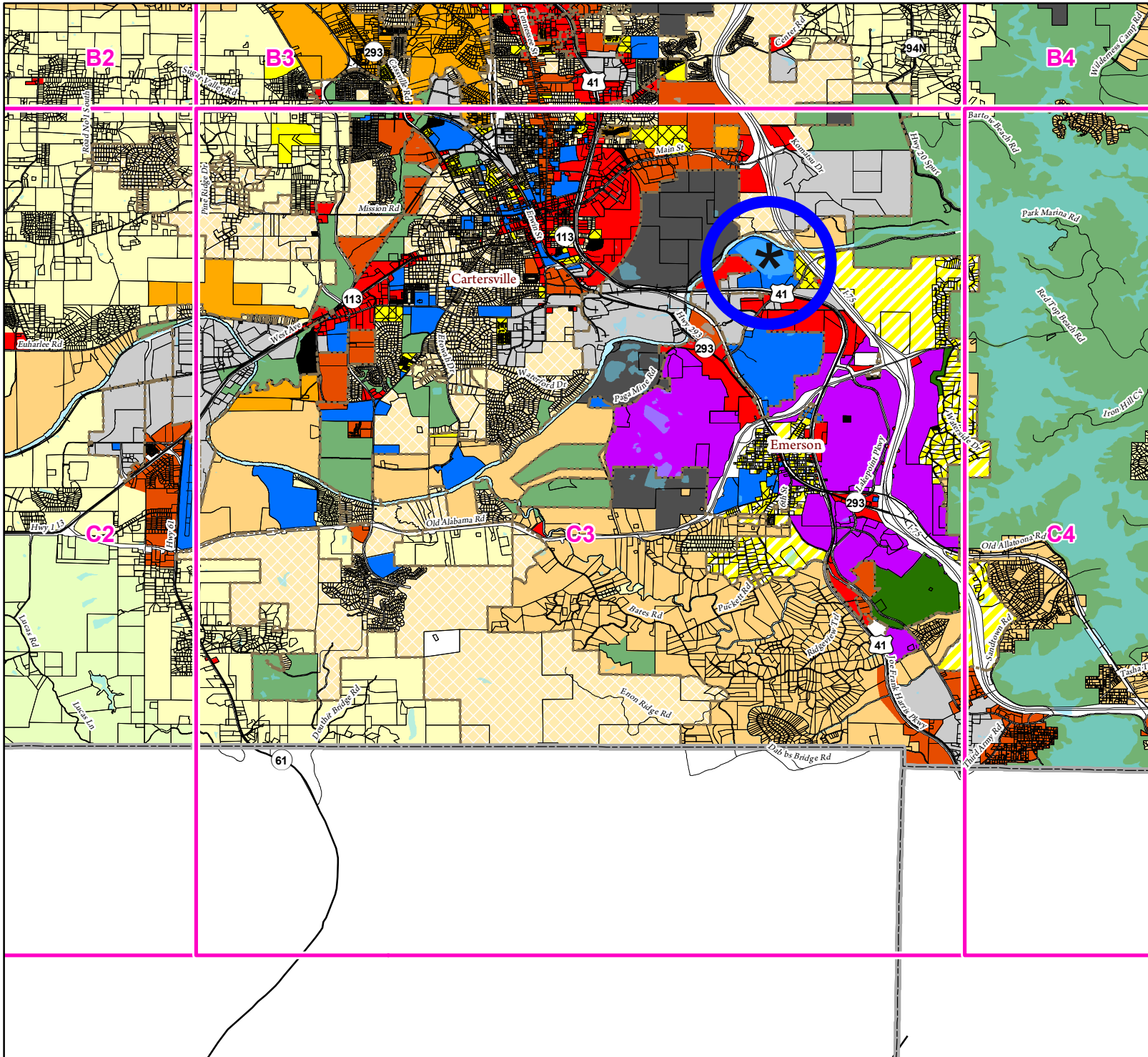


1 in = 3,432 feet



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Land Use Map Bartow County, GA



- Roads
- Highways
- Railroads
- - - City Limits
- Future Land Use
- Agriculture/Forestry
- Commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Low/Medium Density Residential
- Medium/High Density Residential
- Mining
- Mixed Use
- Mixed Use Commercial
- Mixed Use Residential
- Parks/Conservation
- Public/Institutional ←
- Residential
- Rural Estate
- Transportation/
- Communication/Utilities



1 in = 1 miles



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Land Use Map Cartersville, Georgia

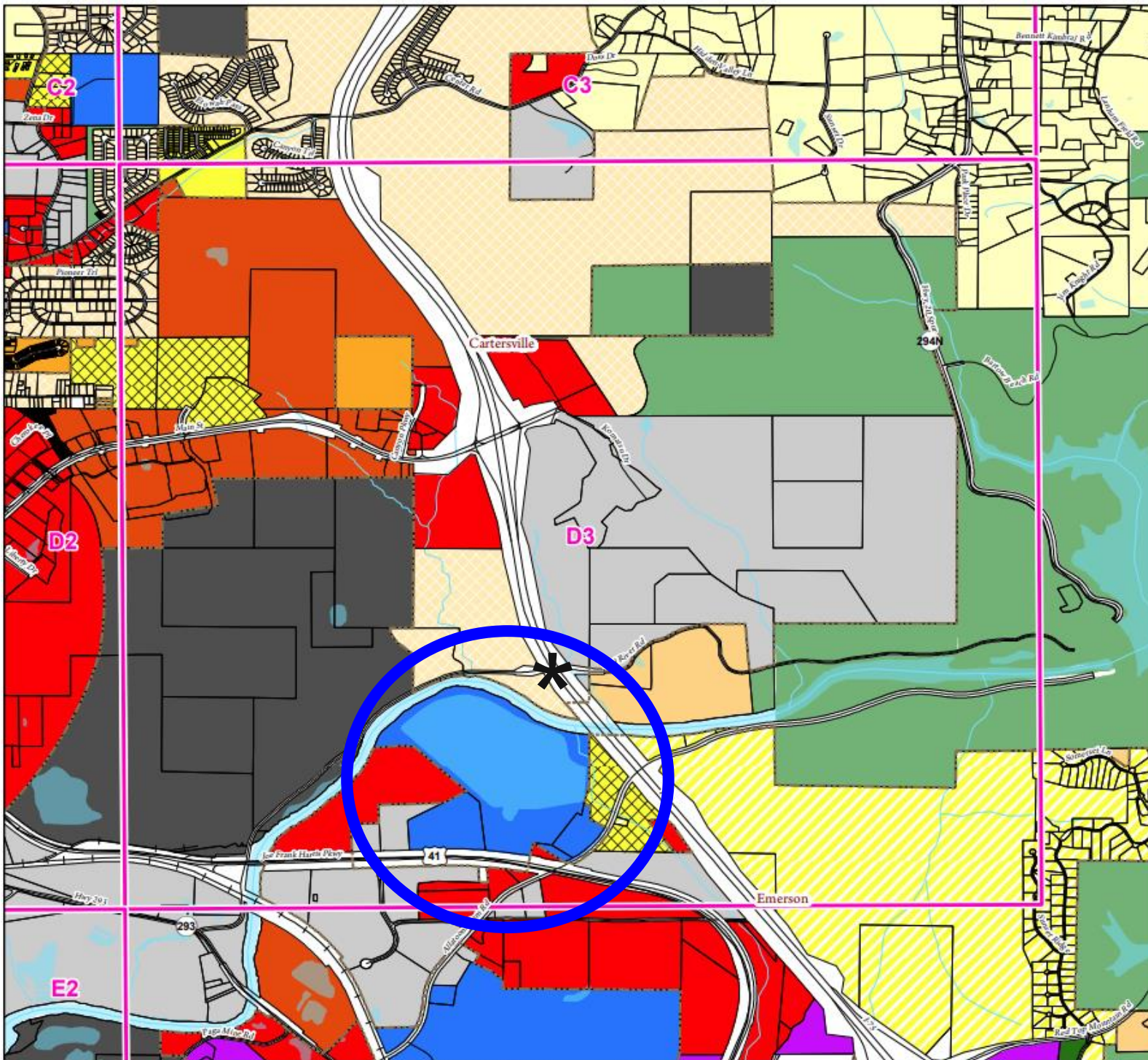
- Roads
- Highways
- Railroads
- - - City Limits
- Future Land Uses**
- Commercial
- Conservation
- High Density Residential
- Industrial ←
- Low Density Residential
- Low/Medium Density Residential ←
- Medium/High Density Residential
- Mining
- Mixed Use
- Mixed Use Commercial
- Mixed Use Residential
- Parks/Conservation
- Public/Institutional
- Residential
- Rural Estate
- Transportation/Communication/Utilities



1 in = 0 miles



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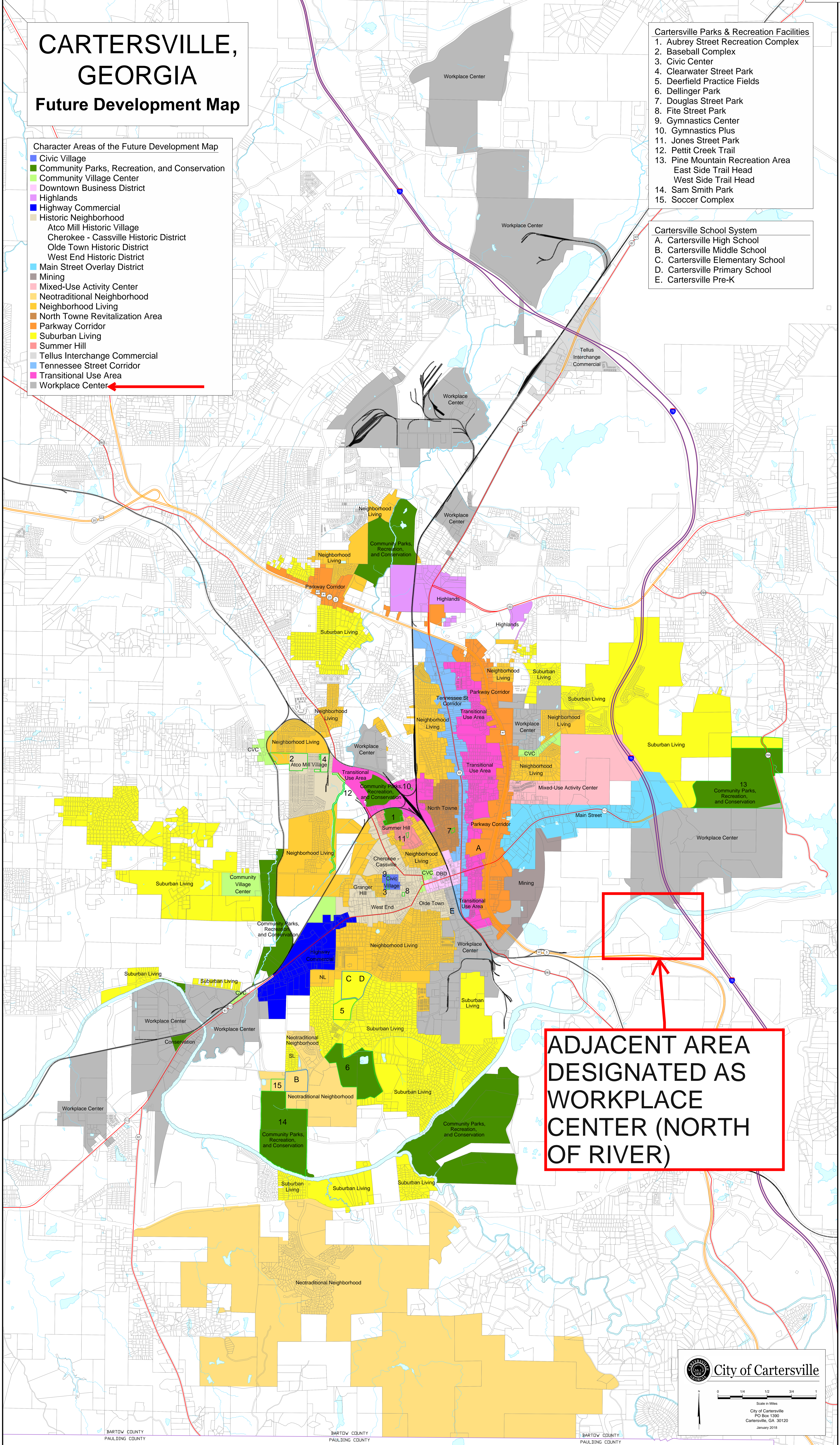
CARTERSVILLE, GEORGIA

Future Development Map

- Character Areas of the Future Development Map**
- Civic Village
 - Community Parks, Recreation, and Conservation
 - Community Village Center
 - Downtown Business District
 - Highlands
 - Highway Commercial
 - Historic Neighborhood
 - Atco Mill Historic Village
 - Cherokee - Cassville Historic District
 - Olde Town Historic District
 - West End Historic District
 - Main Street Overlay District
 - Mining
 - Mixed-Use Activity Center
 - Neotraditional Neighborhood
 - Neighborhood Living
 - North Towne Revitalization Area
 - Parkway Corridor
 - Suburban Living
 - Summer Hill
 - Tellus Interchange Commercial
 - Tennessee Street Corridor
 - Transitional Use Area
 - Workplace Center

- Cartersville Parks & Recreation Facilities**
1. Aubrey Street Recreation Complex
 2. Baseball Complex
 3. Civic Center
 4. Clearwater Street Park
 5. Deerfield Practice Fields
 6. Dellinger Park
 7. Douglas Street Park
 8. Fite Street Park
 9. Gymnastics Center
 10. Gymnastics Plus
 11. Jones Street Park
 12. Pettit Creek Trail
 13. Pine Mountain Recreation Area
 - East Side Trail Head
 - West Side Trail Head
 14. Sam Smith Park
 15. Soccer Complex

- Cartersville School System**
- A. Cartersville High School
 - B. Cartersville Middle School
 - C. Cartersville Elementary School
 - D. Cartersville Primary School
 - E. Cartersville Pre-K



ADJACENT AREA DESIGNATED AS WORKPLACE CENTER (NORTH OF RIVER)

Tax Parcel E009-0005-001.



Tax Parcel 0093-0545-002 (Water Treatment Facility)











CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	GDOT Grassdale Road Sidewalks Supplemental Agreement No. 2
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The City of Cartersville has a supplemental agreement from Southeastern Engineering to have the environmental documentation reevaluated due to changes made to the project footprint. The changes to the project footprint were made to address comments brought up by GDOT reviewers during the final field plan review stage of the project. This requirement to reevaluate the environmental document is a part of the plan development process for every non-exempt GDOT project receiving state or federal funding. The reevaluation process includes updates to special studies (e.g., History, Archaeology, Ecology, Air, and Noise) and the main environmental document (NEPA document) itself.</p> <p>The total of the agreement from Southeastern Engineering is \$38,477.12. This is a non-budgeted item that will be paid for by SPLOST and split between Bartow County and the City of Cartersville.</p> <p>Public Works recommends approval of this agreement.</p>
LEGAL:	N/A



Marietta, GA 30066
D (770) 702-7025
C (404) 670-2040
sjordan@seengineering.com

PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

CLIENT: City of Cartersville
1 N. Erwin Street
Cartersville, GA 30120

PROJECT NAME: Supplemental Agreement #2 for Grassdale Road Sidewalks & Drainage Improvements, GDOT PI No. 0016628

PROJECT UNDERSTANDING

SEI understands that the City of Cartersville needs additional engineering services the Grassdale Road Sidewalk and Drainage Improvement project as required by GDOT's Plan Development Process (PDP). These additional engineering services include additional environmental documentation to obtain the required Environmental Certification for Construction Authorization. The required additional environmental documentation is required as a result of plan changes since the original environmental studies for this project were completed. Most of these changes are as a result of right of way revisions requested during the right of way acquisition process. The additional environmental documentation was not anticipated when this project was initially scoped. Supplemental Agreement #2 as described herein is for these additional items as required by GDOT.

SCOPE OF SERVICES

Task 1 – Additional Required Environmental Services (Kimley-Horn)

Kimley-Horn will continue to lead the NEPA Documentation for this project until Environmental Certification for Construction Funding Authorization is achieved. See Kimley-Horn's attached proposal for more detailed information on this task.

Task 2 – Additional Required Environmental Services (New South)

New South will continue to lead the Cultural Resources effort for this project. See New South's attached proposal for more detailed information on this task.

Task 3 – Additional Required Subconsultant Coordination required by SEI

There will be additional subconsultant coordination required by SEI for the additional environmental documentation required for this project to handle subcontract agreements, invoicing and other project correspondence.

COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
<i>Task 1 – Additional Required Environmental Services (Kimley-Horn)</i>	\$23,726.00	Monthly, % Complete of Lump Sum	
<i>Task 2 – Additional Required Environmental Services (New South)</i>	\$9,751.12	Monthly, % Complete of Lump Sum	
<i>Task 3 – Additional Required Subconsultant Coordination required by SEI</i>	\$5,000.00	Monthly, % Complete of Lump Sum	
Total	\$38,477.12	Monthly, % Complete of Lump Sum	

SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Direct expenses are included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, etc., printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CARTERSVILLE
MAYOR

SOUTHEASTERN ENGINEERING, INC.

Signed _____

Signed _____

Name (Typed) _____

Name (Typed) _____

TITLE _____

TITLE _____

DATE _____

DATE _____

CARTERSVILLE
CITY CLERK

Signed _____

Name (Typed) _____

TITLE _____

DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- Zoning or zoning modification applications and coordination
- GDOT or another agency coordination
- Community coordination meetings
- Graphic design
- Traffic engineering services
- Land surveying services
- Structural engineering and inspection
- Soil testing/geotechnical analysis of existing soils or levels of compaction
- Subsurface utility location and/or investigation
- Utility capacity analyses
- Offsite utility evaluation and/or extension
- Offsite utility easements
- Utility coordination
- Stream buffer variance - variance through EPD and/or local jurisdiction
- Offsite silt study
- Dam breach
- FEMA coordination and/or letter of Map Revision
- MS4 requirements
- Architectural services
- Landscape architectural services
- Irrigation design
- Tree survey and/or as-builts
- Planting plans
- Inspecting and/or placing plants on site
- State waters and/or wetland location, delineation and/or permitting through USACE
- Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- LDP submittal or revisions
- Final plat submittal or revisions
- Cost estimates or Quantity take offs
- Construction management, contract administration or price/cost negotiations of construction work
- Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

*Overtime rates = 1.5 x standard rates

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. ENTIRE AGREEMENT AND ACCEPTANCE: This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. SCOPE OF SERVICES AND EXTRA WORK: The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- E. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- F. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.
- G. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- H. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the

property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'

- I. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- J. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- K. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- L. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- M. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Bartow County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- N. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.
- O. IMMIGRATION COMPLIANCE - During the entire duration of this Agreement, Contractor must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.
- P. E-VERIFY - Contractor shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Contractor shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Municipal Court
AGENDA ITEM TITLE:	Case Management Software Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	Our existing contract for case management services is up for renewal. Our current provider is server based (on a server that the City provides) and the new provider is Cloud based which will free up FiberCom server space. Additionally, the current provider has proposed a cost increase above what i3 Verticals proposes. Case management and payment services (online, phone, and POS) will be provided through i3 Verticals.
LEGAL:	Reviewed by Archer & Lovell

MASTER AGREEMENT

Effective as of _____, 2023 (the "Effective Date").

By and Between**i3 Verticals, LLC ("i3")**40 Burton Hills Blvd., Ste. 415
Nashville, TN 75482Attention: Clifford BroughtonTelephone No.: 470-863-1116E-mail Address: cbroughton@i3verticals.com**And****Cartersville Municipal Court**10 N Public Square
Cartersville, GA 30120Attention: Laura CrittendenTelephone No.: (770) 607-6307E-mail Address: lcrittenden@cityofcartersville.org

Client and i3 may each be referred to individually as a "Party" and together as the "Parties."

The purpose of this Master Agreement ("Agreement") is to provide a framework within which i3 and its family of companies may provide software, Software as a Service and other services and equipment to Client (each a "Solution"). This Agreement is comprised of this Signature Page, the General Terms and Conditions, any Solution-specific additional terms and conditions in each Annex noted below and the applicable quote or proposal (each an "Ordering Document"), each of which is incorporated by reference and expressly made a part of the Agreement.

 WebJury Annex **GFA, Payroll, Payroll Online Annex** **Clerk Connect Annex** **i-Ticket Annex** **uVisionPLUS PRO Annex** **Law Enforcement Annex** **CJT Case Management Annex** **GHS Collections Annex** **TrueSign Annex** **iLEMS Annex** **ODR Annex** **InterOP Annex** **EZCourt Pay Payment Platform** **Credit/Debit Payment Processing**

This Agreement may be executed in counterparts, and each counterpart will be deemed an original. Facsimiles, any documents executed, scanned and transmitted electronically either with or without electronic signatures will be deemed original signatures for purposes of this Agreement.

[Signatures follow on next page]

The parties have executed this Master Agreement as of the Effective Date.

i3:

By: _____
Signature
Name: _____
Title: _____
Date: _____

Client:

By: _____
Signature
Name: _____
Title: _____
Date: _____

Approved by City Clerk

Signature: _____
Name: _____
Date: _____

Recommended by Judge:

Signature: _____
Name: _____
Date: _____



GENERAL TERMS AND CONDITIONS

1. SaaS Solution Subscription; Solution Software License.

- (a) **Software as a Service.** i3 will provide Client with a subscription for cloud-based access, exercisable through Client and its Users, to the i3 Solution identified in the applicable Annex and Ordering Document, including hosting, maintenance and support thereof. i3 hereby grants to Client and its Users, a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to access, use, and display the SaaS Solution. i3 reserves the right to require Client to update Client's software to remain compatible the SaaS Solution. Client is responsible for each of its Users' acts and omissions.
- (b) **Solution Software License.** For Clients with software code to the Solution or any part thereof identified in the Ordering Document ("Solution Software") installed on their machines or equipment, i3 hereby grants a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to maintain and use one (1) copy of the Solution Software in no more than the number of single-user computers, workstations, servers or terminals of a local area network as set forth in the Ordering Document. Client may make one copy of the Solution Software, and related User Documentation, solely for back up or archival purposes.
- (c) **Scope.** Permitted access, number and type of Users granted to Client hereunder is limited as set forth in the Ordering Document. Client is required to purchase one user access for each server.
- (d) **Add-Ons.** Client may add Users ("Add-Ons") for an additional fee. Such Fees will be calculated based upon the pricing set forth in the applicable Solution Annex for the remaining months in the Subscription Term beginning on the first day of the calendar month in which such User or Add-On is included.
- (e) **Updates.** i3 may update features or functionality that Client accesses ("Enhancements") provided that such Enhancements will be at no cost to Client and will not materially degrade existing features and functionality. From time-to-time i3 may also release new features, functionality, software, or user types that are only available under a different pricing model or on a version of Solution Software other than the version Client currently accesses ("New Features"). In the event Client desires to purchase New Features, i3 will update Client's account, pricing model, or Solution Software version to facilitate the provision of such New Features.
- (f) **Restrictions on Use.**
- i. Client agrees to only use the Solution for its internal business use and agrees not grant any third party access. Client agrees that only Users will be permitted access to the Solution.
 - ii. Client will not edit, alter, abridge or otherwise modify, in any manner, the content of any Solution, including, without limitation, all copyright and proprietary rights notices. Client may not, and may not permit others to, reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Solution. Nor may Client modify, translate, adapt, alter, or create derivative works from the Solution; copy (other than the one permitted back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Solution; distribute, sublicense, rent, lease, loan, or grant any third party access to or use of the Solution; attempt to access other areas outside permitted access to the Solution or its network or platform; or systematically access or extract or "Scrape" information from the Solution (except features designed for exporting data) including by the use of engine, software, agent, spider, bot or other devise or mechanism. The Solutions are made available for use solely in the United States of America.

- iii. i3 will be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, plans and specifications provided by Client, including without limitation, reports, plans, specifications, data, field notes, test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by Client. Client acknowledges that its right to utilize these documents will continue only so long as Client is not in default of the terms and conditions of this Agreement, including Client's performance obligations.

2. Additional Services.

- (a) **Maintenance and Support.** i3 will perform standard system maintenance for Solutions including bug fixes and minor enhancements and provide any additional support as set forth in the applicable Annex and Ordering Document.
- (b) **Configuration and Training.** i3 will provide configuration and installation services and training to Client as set forth in the applicable Annex and Ordering Document.
- (c) **Custom Programming: Professional Services.** Client may request that i3 perform professional services including software development, customization, and/or integration services (hereinafter, "Professional Services") not included in the Solution that will be further described in the Ordering Document or in a Scope of Work for Professional Services.
- (d) **Equipment.** i3 may provide Equipment to Client as set forth in the Ordering Document. Client acknowledges that i3 may substitute equipment of at least equivalent functionality and performance if any of the specified equipment in the proposal is unavailable at the time of shipment. All shipping is FOB i3 shipping point.
- (e) **Credit Card Processing.** Client acknowledges that Credit Card Processing Services will be governed by the terms of a separate Merchant Application and Payment Processing Agreement.
- (f) **Training.** Training may consist of both a classroom setting at i3 facilities and onsite at Client's facilities. The number of training Hours quoted in an Ordering Document is an estimate. Circumstances that may lead to training hours in excess of the estimate include: i) Client interruption, ii) Client personnel not being prepared, or iii) unavailability of Client personnel to attend the entire training schedule. Additional hours may be purchased at the time of training at i3's then current hourly rate. When training is at Client's site, Client will provide a centralized, suitable training area. Written cancellation must be received by i3 within ten (10) business days in advance of scheduled training to avoid a cancellation fee equal to 50% of the training cost for the scheduled time plus any travel expenses or cancellation charges incurred.

3. **Fees.** Client will pay i3 the Fees as set forth in the Ordering Document. If Client fails to pay the Fees by the due date specified on the invoice, i3 will be entitled to interest from the day on which the Fees are due at the rate of interest of 1.5%/month.

4. Term and Termination.

Unless the applicable Annex provides otherwise:

- (a) Either Party may terminate this Agreement without cause after the Initial Term of the most recent Annex by giving the other Party ninety (90) days written notice of its intention to terminate.
- (b) Either Party may terminate this Agreement based on a material breach of the Agreement; however, the Party alleged to be in material breach must be notified in writing of the alleged material breach and given thirty (30) days to cure the alleged material breach.

5. Security; Client Data; Intellectual Property.

(a) Security.

- (i) As a part of each SaaS Solution, i3 will maintain industry standard administrative, physical, and technical safeguards for the security and integrity of any data or information input, edited, authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Client Data"), which may include maintaining a backup server at a separate location, the use of firewalls, or other standards. In the event i3 learns that there has been unauthorized access to Client's subscription account on i3's systems or premises, i3 will give

notice to Client, unless prohibited by law. Upon such occurrence, i3 will promptly take such steps it reasonably deems appropriate to contain and control unauthorized access and prevent unauthorized access to or misuse of the Client Data, and unless prohibited by law, will continue to provide regular updates relating to the occurrence.

- (ii) Client acknowledges that Client is responsible for the supervision, management and control of its use of the Solutions, including but not limited to maintaining proper machine configuration and operating methods and procedures, establishing adequate backup procedures, anti-virus protection, administrative, physical and technical safeguards and other procedures.
- (iii) Client will acquire, install, operate and maintain, at its expense, all communication lines, equipment, software, services and related technology necessary to use and maintain the applicable Solution as determined by i3.
- (iv) Client acknowledges that it has sole control over access to and responsibility for the security and integrity of its network and data including the operating procedures, controls, back-up procedures (either on or off site), anti-virus protection, administrative, physical and technical safeguards and other procedures necessary to protect its network and prevent loss of data.
- (v) Client will notify i3 promptly if it becomes aware of any breach of security of its network or the Solutions, or the disabling, avoidance or circumvention of any access control or security device, process or procedure.
- (vi) Client will not cause, facilitate or permit any attempt to breach the security of any of the networks, software and systems within Client's network, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates. Client will notify i3 immediately if it becomes aware of: i) any breach of confidentiality or security of and/or the data within its network, or ii) any attempted breach of the security of any Solution or Solution Software, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates.

(b) Client Data.

- (i) Client will have full access to data it submits, uploads, transfers or otherwise maintains via the Solution.
- (ii) i3 will provide the Solution in accordance with applicable laws and government regulations, including without limitation those related to data privacy and the exportation of technical or personal data. Client is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Solution. Client consents to i3's use of all Client Data, and acknowledges that i3 will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content provided to it.
- (iii) Client will not attempt to access other areas outside the applicable Solution, or any part of the network or servers provided to Client by i3.
- (iv) Client will maintain backup media in a secure location either on site or off site and perform backup procedures as necessary to prevent loss of data in the event of system malfunction.

(c) Intellectual Property.

- (i) Client agrees that the Solutions are i3's property and proprietary information. Client agrees that it will not provide or make available to third parties the Solution or any part thereof, including use of the Solution, any physical embodiment of Solution, or any materials supplied by i3 in connection with Solution. Client will take all steps necessary to protect the confidentiality of the Solution and the proprietary rights of i3.
- (ii) Each Solution, and all i3 deliverables pursuant to this Agreement will be the property of i3; provided, however, that a copy of the final documents will be made available to Client upon request. These documents are not intended, nor represented to be, suitable for reuse by Client or any others, and are solely intended for Client's internal use. Any modification or reuse

without specific written verification and adoption by i3 for the specific purposes intended will be at User's sole risk.

6. Limited Warranty.

- (a) i3 warrants that: (a) the Solution will be free from material defects in design and functionality provided such Solution (1) has been properly installed and used, and (2) has not been modified by persons other than i3; (b) it will use commercially reasonable efforts to correct material defects that are reported by Client or its Users and (c) Services will be provided in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services.
 - (b) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. i3 EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
 - (c) CLIENT ACKNOWLEDGES THAT EACH SAAS SOLUTION IS PROVIDED VIA THIRD PARTY CLOUD HOSTING PROVIDER AND AGREES THAT (A) FROM TIME TO TIME, THE SAAS SOLUTION MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING: (1) EQUIPMENT MALFUNCTIONS; (2) PERIODIC MAINTENANCE PROCEDURES; OR (3) CAUSES BEYOND THE CONTROL OF i3 OR WHICH ARE NOT REASONABLY FORESEEABLE BY i3 INCLUDING THE INTERRUPTION OF TRANSMISSION LINKS; AND (B) i3 DOES NOT MANUFACTURE EQUIPMENT, HARDWARE, OR THIRD-PARTY SOFTWARE, MAKES NO WARRANTY AS TO EQUIPMENT, HARDWARE OR THIRD-PARTY SOFTWARE PROVIDED TO THE CLIENT, ALL OF WHICH IS SOLD OR LICENSED "AS-IS." CLIENT AGREES TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE MANUFACTURER(S) OF SUCH EQUIPMENT OR THIRD PARTY SOFTWARE.
 - (d) Client will be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.
7. **Indemnity.** i3 will indemnify and hold harmless Client, its officials, directors and employees from and against third-party claims and damages, including reasonable attorney fees, arising out of the performance of the services described herein, only to the extent caused the grossly negligent acts or omissions or willful misconduct of i3, except to the extent caused by the negligence or willful misconduct of Client. The parties will cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability, or loss. Neither Party will have an obligation to indemnify the other Party for any losses to the extent they are caused by the actions or failure to act of the indemnified Party, including without limitation, the failure to take actions to mitigate such losses.
8. **Insurance.** i3 will maintain in force adequate workers' compensation, commercial general liability, errors and omissions, cyber insurance and other forms of insurance.
9. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, i3 AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES WILL HAVE NO LIABILITY TO CLIENT, ITS USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. IN NO EVENT WILL i3'S LIABILITY ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY CLIENT FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

- 10. Confidentiality.** Each Party acknowledges that it may learn or obtain Confidential Information (as defined below) about the other during the course of this Agreement. Each Party will: (i) maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement, in which event written confidentiality restrictions will be imposed upon the third parties to whom such disclosures are made; (ii) use at least the same degree of care in maintaining its secrecy as you uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care; and (iii) return all documents, copies, computer memory media, and all other materials containing any portion of the Confidential Information upon its request. “Confidential Information” means (a) all information about the business of the other Party or its affiliates, whether or not marked as proprietary, secret or confidential, and (b) all information or data relating to the Party’s operations, employees, products, pricing, merchant agreements, services, clients, customers, or potential customers, that is not generally known. Confidential Information will not include information that: (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party that was not bound by a confidentiality obligation to the Disclosing Party; or (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order. The foregoing Section 10 shall be subject to the provisions of the Georgia Open Records Act.
- 11. Non-Solicitation by Client.** During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Client will not: (1) provide, directly or indirectly, any information relating to any of i3’s customers which are known to Client to be customers of i3 to any person or entity that provides credit card merchant processing or related services; (2) solicit or otherwise encourage any customer of i3, either directly or indirectly, for its own purposes or those of another, without the prior written consent of i3, (3) to use the credit card merchant processing or related services of any person or entity other than i3; or (4) solicit or otherwise encourage any employee, agent, vendor or independent contractor of i3 to curtail, suspend or otherwise terminate such person’s or entity’s business relationship with i3, and will not offer to employ or employ any of i3’s employees or any person who was an employee of i3 in the twelve (12) months prior to such offer or hiring by Client.
- 12. Audit.** For the purpose of verifying compliance with this Agreement, i3 will have the right, during normal business hours and upon reasonable advance notice and without material disruption to Client’s business, to audit and inspect the use made of the Solution and the manner in which each are accessed by Client. If Client’s records pursuant to this Section or otherwise indicate that (i) more Users are accessing the Solution than Client has paid for, or (ii) more Solutions are being accessed by Users than Client has been billed for, Client will pay i3 the shortfall in Fees retrospectively to the date of the applicable increase.
- 13. Miscellaneous.**
- (a) Notice.** All notices to a Party hereunder will be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth in this Master Agreement. Notice will be deemed delivered and received on the date it is actually received.
 - (b) Force Majeure.** Any failure or delay by i3 in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of i3.
 - (c) Independent Contractors.** i3 and Client hereby acknowledge and agree that this Agreement does not create and does not intend to create a partnership, association, joint venture, or other legal entity or form an employment relationship.
 - (d) Assignment.** This Agreement will be binding upon the successors and assigns of the parties, provided, however, that Client may not assign this agreement to a third party without the prior written consent of i3.

- (e) **Survival.** The obligations, agreements and covenants contained in Sections 5, 7, 9, 10 and 11 hereof will survive the termination or expiration of this Agreement.
- (f) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction. The parties agree that any such unenforceable term, provision or restriction will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
- (g) **Governing Law; Venue.** This Agreement will be governed by and interpreted, construed and enforced in accordance with the Laws of the State of Georgia, excluding any conflicts of law, rule or principle that would refer the governance, interpretation, construction or enforcement of this Agreement to the laws of another jurisdiction. Venue for any dispute under this Agreement shall be exclusively in the Bartow County Superior Court.

14. Definitions.

- (a) **“Documentation”** means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Solution Software, if any, including any updates thereto provided by i3.
- (b) **“Users”** means those individuals that Client provides (or that i3 provides at Client’s request) user identifications and passwords to Client’s account.
- (c) **“Third Party Software”** means software and services authored by a third party.

CJT Annex

This CJT Annex supplements the terms of the Master Agreement.

1. Definitions.

- a. "Application" means the web-based application, provided by CJT Software.
- b. "Error" means a substantial reproducible failure of the Application to conform to the specifications set forth in the applicable end user Documentation.
- c. "Error Correction" means either a modification or addition to, or deletion from the Application that, when made to such Application, establishes substantial conformity of such Application to the specifications therefore as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the Application, eliminates the practical adverse effect of such Error on Client and is indicated by a change in the third digit of a version number, e.g. from 5.0.1 to 5.0.2.
- d. "Major Release" means a revision to the Application that is not separately marketed by CJT as indicated by a change in the first digit of a version number, e.g., from 4.0.0 to 5.0.0.
- e. "Minor Release" means a revision to the Application which is not separately marketed by CJT as indicated by a change in the second digit, e.g., from 4.0.0 to 4.1.0.
- f. "Products" means the Application, Documentation and any hardware purchased by Client from CJT (the "Hardware").
- g. "Release" means either a Major Release or a Minor Release.

2. Support. CJT agrees to provide to Client the following support services with respect to the Application (collectively, the "Support Services"):

- a. CJT shall provide Client technical assistance by telephone or on-line with the Integration and use of the Application, the identification of Application problems and the reporting of Errors. CJT will respond to phone calls from Support Contacts pursuant to the terms described below. Client shall designate no more than two (2) technical contacts to request and receive telephone or on-line support services from CJT as set forth below ("Support Contacts").
- b. CJT will use commercially reasonable efforts to correct all Errors. Upon delivery of an Error Correction, such Error Correction shall be considered to be a part of the Application.
- c. CJT shall make available to Client from time to time each Minor and Major Release of the Application that CJT makes generally available without additional charge to its Clients. It is anticipated that Minor Releases will be done specifically for Error Corrections, with Major Releases to be done quarterly.
- d. CJT shall not be responsible for: (i) correcting Errors resulting from misuse, negligence, revision, modification, or improper use by Client or any other person or entity of the Application or any portion thereof; (ii) Application or hardware other than the Application (or Hardware, to the extent Client has purchased maintenance services for the Hardware specified in an Attachment); (iii) failure by Client to install mandatory Error Corrections or Releases provided to Client by CJT from time to time; (iv) Application: installed on any equipment other than that possessing the minimum requirements set forth in the Documentation or used with any Application not specified in the applicable end user Documentation. In the event CJT provides support for support claims by Client arising from the foregoing, such services shall be billed to Client as Additional Services (defined below); (v) In no event shall CJT be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Application or with the delay or inability to use it (or any linked sites), or for any information, Application, products and services obtained through this Application, or otherwise arising out of the use of this Application, the Internet generally, the

failure of Client to properly network its computer systems. Access blockages caused by Client's own firewalls. or on any other basis (whether based on contract, tort, strict liability or otherwise).

3. Support Services Contact Information:

Help Desk/Tech. Support: 1-877-262-7405

Toll Free Office: 1-800-205-6943

Office Direct Dial: 1-770-720-9833

Fax: 1-770-720-9836

Support Email: info@cjtsoftware.com

eBlvd Request for Support

Client Support Contacts:

Please list the email address and phone number of your designated individual/individuals below:

General Contact Information: _____

Program Issues/Support Contact: _____

DDS Transmissions: _____

Other: _____

4. Minimum System Requirements

The following are the minimum system requirements recommended by CJT. The minimum requirements must be met before Integration of your program(s). Failure to meet Integration requirements by your scheduled Integration date could result in the delay of Integration and or reduced functionality of the program.

PCM.Net/TCM.Net/MCCM.net/StateCourtManager.com/mymayorscourt.com

onlinewarrant.com/Municipalcourtmanager.com

- Windows 7 or better
- 6 GB RAM minimum
- 500 GB hard drive
- Integrated 10/100/1000 Ethernet
- 21 inch monitor
- High Speed Internet Connection minimum of 10 Mbps Down and 2 Mbps Up
- Approved Internet Browser - IE or Google Chrome
- TWAIN Compliant Scanners if utilizing document imaging through CJT Software
- Installation of Designated Remote Access Program of CJT's Choice*

**Currently CJT utilizes eBlvd Support which is included in the cost of all maintenance/support plans. If a different method of remote access is deemed necessary by the Client, the Client shall be responsible for any additional access charges and or any additional Application requirement purchases, whether made by CJT or Client, to allow remote access for CJT support technicians.*

5. Support Services Response Time:

CJT's required response times and resolution will vary on the severity of the problem faced by the Client and the time of day in which Client's problem occurs. CJT's hours of operation are Monday through Friday 8:00 a.m. – 5:00 p.m. except stated holidays. CJT's required response times are as follows:

<u>Priority Code</u>	<u>The client Impact</u>	<u>Initial Contact with Support Contact</u>
Level 1	Business Halted	Immediate: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com
Level 2	Business Impacted	Within one hour of submission: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com
Level 3	Non-Critical/Request	Within 24 – 48 hours depending upon request. Initial follow-up/notice of receipt will be within one hour of submission. 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com

Explanation of Priority Codes:

Level 1: Business Halted: a problem with the Hardware or Application which prevents Client's ability to complete critical business functions. In these cases, troubleshooting is done over the phone or on-line with a Support Contact.

- Examples:
- Application system is down
 - Hardware is not responding (if applicable)
 - Server not operating (if applicable)
 - Database corrupted
 - Remote Devices, POS terminals or workstations not operating (if applicable)
 - Error message(s) on server, manager's machine or POS terminals which reflect an Error which will halt Client's business (if applicable)

Level 2: Business Impacted: non-critical issues or questions that affects a person or group at Client's site. A work-around has been identified so the person or group can use the system to perform their job. Troubleshooting is done over the phone or on-line.

Examples: Reports get error message

Level 3: Non-Critical/Request: issues or questions that need a response, but time are not time critical. Requesting information/action that is not urgent.

Unless sooner terminated this agreement will commence on the Integration Date and continue in effect for an initial period of 3 years(__36__) months immediately thereafter ("Initial Term"), and (b) the term of this Agreement will automatically renew for additional successive terms of one (1) year (each a "Renewal Term"), unless either party provides written notice to the other party at least thirty (30) days prior to the end of the then-current term of its intent not to renew the term of this Agreement. After the Initial Term, CJT may adjust the License and Maintenance Fees for subsequent periods as a condition of the renewal of the term.

6. Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.

PRICING AND SOLUTIONS INFORMATION:

- Case Management for Cartersville Municipal Court
- Case Management Program
- Continuous Data Back Up
- Continuous Training (all pre-and post) and All Program Related Technical Support
- Automatic state mandated Updates
- Onsite Installation
- Best effort data conversion from current software provider
- Scanning Included
- 36 month term with auto renewal after
- No up-front cost. \$6.00 fee per citation.

EZCourtPay Annex

This **EZCourtPay** Annex supplements the terms of the Master Agreement.

1. LICENSE. In consideration for payment by Client to i3 of the applicable fee, i3 grants to Client a non-exclusive, non-transferable License to access and use web-based services and a call-in support center (“Services”) in accordance with the terms and conditions of the Master Agreement and this Annex.

2. FEES. i3 will facilitate the payment of fines and fees from end users to Client, and i3 will collect from such end users an applicable service fee connection with the payment for its Services.

3. CLIENT RESPONSIBILITIES AND PERMITTED USE. Client is responsible for understanding the legal and regulatory requirements applicable to it and for selecting and using the Services and for procuring and using the Services in a manner that complies with the applicable legal and regulatory requirements. Client shall comply with all laws and regulations applicable to Client. Client permits i3 to disclose Client data to third party for purposes of performing Services.

4. TERM AND TERMINATION. Performance shall commence on the Effective Date and shall continue in full force and effect for a period of one year (the “Initial Term”) unless earlier terminated as set forth below. Upon the expiration of the Initial Term or any subsequent Renewal Term, this Agreement will renew for additional one-year periods (each a “Renewal Term”), and, together with the Initial Term, collectively the “Term” unless either party notifies the other party inwriting of its intent not to renew this Agreement at least 60 days prior to the end of the Term.

5. ANNEX GOVERNS. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administrative
AGENDA ITEM TITLE:	Customer Portal Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	We are requesting authorization to utilize SpryPoint’s Customer Engagement Portal (SpryEngage). This software solution will help us provide enhanced customer services by providing easy 24/7 access to information, integrated customer self-service capabilities, customer service metrics, and user-friendly reporting/dashboarding tools.
LEGAL:	Reviewed by Archer & Lovell

Master Subscription Agreement

This Master Subscription Agreement, effective as of September 7, 2023, is by and between SpryPoint Services, Inc ("SpryPoint") a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4 and City of Cartersville ("Client") with offices at 1 North Erwin Street, Cartersville, GA 30120, United States.

Whereas SpryPoint provides a subscription Service to which Client intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows.

The exhibits and schedules attached hereto are an integral part of this agreement and are deemed incorporated by reference herein.

SpryPoint agrees to perform the services described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control, and the order of precedence shall be as follows:

1. Master Subscription Agreement
2. Exhibit A – Statement of Work
3. Exhibit B – Pricing Schedule
4. Exhibit C – Service Level Agreement
5. Exhibit D – Insurance Requirements
6. Exhibit E – Security Provisions
7. Exhibit F – Escrow Agreement

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including any exhibits or attachments hereto.

"Authorized Named User" means an end user of the Client that has been given access by Client to use the Services.

"Authorized Parties" means Clients' or an authorized Affiliate's Employees and third-party providers authorized to access Client's Tenants and/or to receive Client Data by Client (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Confidential Information" refers to the following types of material or content one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any information Discloser marks or designates as "Confidential" at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly,

before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

"Client Data" means a subset of Confidential Information that is comprised of Client's data obtained, used in, or stored as the result of the use of the Services. Client Data shall include the following: (a) Data collected, used, processed, stored, or generated by the Client as the result of the use of the Service, including any personal identifiable information ("PII") and any information related to payment processing, such as credit card numbers and ACH account numbers. Client Data is and shall remain the sole and exclusive property of Client and all right, title, interest in same is reserved to Client.

"Client Input" means suggestions, enhancement requests, recommendations or other feedback provided by Client, its employees and Authorized Parties relating to the operation or functionality of the Service.

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or the Service offered by SpryPoint.

"Documentation" means the Software's standard user manuals and any other accompanying documents related to the Software delivered to Client during Implementation.

"Implementation" means the process for gathering requirements, configuring, testing, training, and integrating the Service for Client's use, as set forth in a Statement of Work.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Implementation Services" means the services provided by Provider to Client for the integration, implementation, and use of the Service, which may include project management, analysis, configuration, data conversion, training, testing, development and ongoing maintenance & support, as outlined in Exhibit A - Statement of Work.

"Malicious Code" means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs.

"Messaging Service" means SpryPoint's alerts, notifications, communications, campaigns & messaging capabilities provided with the Service.

"Parties" Collectively refers to SpryPoint and the Client.

"Personal Data" means any information that is related to an identified or identifiable individual and has been provided by Client or its Affiliates as Client Data within the SpryPoint Service to enable SpryPoint to process the data on its behalf.

"Production Deployment" means once the Client has provided User Acceptance Testing ("UAT") signoff and the Service has been moved into a production environment.

"Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Client Data; provided that an incidental disclosure of Client Data to an Authorized Party or SpryPoint or incidental access to Client Data by an Authorized Party or SpryPoint, where no reasonable suspicion exists that

such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) As defined by applicable law.

"Service" means the combination of SpryPoint's software-as-a service applications as described in the Documentation and subscribed to as set forth in Exhibit B - Pricing Schedule or through a Change Order.

"Service Level Agreement" (SLA). means SpryPoint's standard Service Level Availability policy which may be updated from time to time. No update shall materially diminish SpryPoint's responsibilities under the SLA.

"Subscription Service Fee" means the annual amount invoiced and payable for Client's use of the Service. The Subscription Service Fee does not include the one-time implementation fees for the Services as set forth in Exhibit A Statement of Work.

"Tenant" means a unique instance of the Service, with a separate set of Client data held by SpryPoint in a logically separated database.

"Term" means the Initial Term of this Agreement which commences on the Effective Date and will continue for one year.

"Updates" means all updates, improvements, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation as developed by SpryPoint and made generally available for Production use.

1. Provision of Service.

1.1 SpryPoint Obligations. During the Term of this Agreement, SpryPoint shall make the Service and Updates available to Client in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. SpryPoint shall not use Client Data except to provide the Service, or to prevent or address service or technical problems, verify Service Updates, in accordance with this Agreement and the Documentation, or in accordance with Client's instructions and shall not disclose Client Data to anyone other than Authorized Parties in accordance with this Agreement.

1.2 Client Obligations. Client may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Client and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Client is responsible for all Authorized Party use of the Service and compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service or its related systems or networks in a manner not set forth in the Documentation. Client shall designate a maximum number of named contacts as listed in the applicable Order form to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint product(s) for which they initiate support requests. Client shall be liable for the acts and omissions of all Authorized Parties and Client Affiliates relating to this Agreement.

1.3 Acceptable Use. Client acknowledges and agrees that SpryPoint does not police the content of communications or data of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client is solely responsible (a) for making sure that the disclosure and use of data, content and information provided to SpryPoint does not violate any applicable law or infringe upon the intellectual property rights of any third party and (b) for the appropriate use of any reports and other materials prepared by Client in a manner that will not violate any applicable law or infringe upon the intellectual property rights of any third party. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SpryPoint may remove any violating content posted or transmitted through the Services, without notice to Client. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms and conditions of this Agreement.

2. Fees.

2.1 Invoices & Payment. SpryPoint will invoice Client the first-year subscription fee for the Service upon execution of this agreement. All fees are quoted and payable in United States Dollars. All invoiced charges are due net 30 days from the invoice date unless otherwise stated on the invoice. Client is responsible for providing SpryPoint complete and accurate billing and contact information including a valid email address prior to the commencement of your subscription. Upon SpryPoint's request, Client will make payments via electronic bank transfer. All remittance and invoice inquiries are to be directed to finance@SpryPoint.com.

2.2 Non-Cancelable & Non-Refundable. Except as specifically set forth to the contrary under Section 6 (Warranty) and Section 7 (Indemnification), all payment obligations are non-cancelable, and all payments made are non-refundable.

2.3 Non-Payment and Suspension of Service. If SpryPoint does not receive any invoiced amount by the due date as provided in Section 2.1 herein, then without limiting rights and remedies, the invoiced amount(s) may accrue interest at the rate of 1.5% per month. If any amount owing by Client for SpryPoint's services under this or any other agreement is net 30 or more days overdue, SpryPoint, without limiting its other rights and remedies reserves the right to suspend the Service until such amounts are paid in full.

2.4 Taxes. All fees invoiced pursuant to this Agreement do not include any applicable taxes. Client shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on Provider's net income) directly upon the Client in relation to this Agreement.

2.5 Tax Status. SpryPoint's fees do not include any Transaction Taxes. Client agrees that it is exempt from all Transaction Taxes, including but not limited to, any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value - added, goods and services taxes, excise, use or similar taxes. In the event that Client's tax-exempt status changes such that it is no longer exempt from Transaction Taxes, Client shall become responsible for paying all Transaction Taxes associated with this Agreement. If SpryPoint has a legal obligation to pay or collect Transaction Taxes for which Client is responsible under this section, the appropriate amount shall be invoiced to and paid by Client. If Client itself, as a body entitled to assess taxes or fees, imposes any taxes or fees upon SpryPoint's provision of the Services, the fees in this Agreement are net of any such taxes or fees and SpryPoint will gross up its invoices to include such taxes or fees.

2.6 Additional Services. The Service includes optional variable services such as SMS messaging services and outbound IVR dialer services (collectively "Additional Services"). All Additional Services shall be invoiced by SpryPoint to Client upon the request of such services by Client at the pricing and rates provided in Exhibit B.

(a) For SMS text messaging services, an optional SMS Short Code fee shall be invoiced upon request of a Short Code by Client. SMS short code fees shall be invoiced annually, while in- bound and out-bound text message usage fees shall be invoiced monthly for actual amount used.

(b) For Outbound IVR services, usage fees shall be invoiced monthly for the actual amount used upon activation and usage of the outbound IVR services.

2.7 Enhancement Cost. Any enhancements to the Service beyond the initial scope as outlined in Exhibit A – the Statement of Work will be performed on a time and material basis, at an hourly rate of \$200 USD per hour. We will implement enhancements pursuant to the change control process as outlined in Exhibit A.

2.8 Additional Users. SpryPoint will be automatically notified when new users are added to Client's Service. If the number of active users, not including archived users, exceeds Client's current subscription, SpryPoint will invoice client for any incremental user additions during the calendar month. Invoice to client will be prorated to align with the remaining months in Client's subscription period.

3. Proprietary Rights

3.1 SpryPoint Intellectual Property Rights. SpryPoint retains all right, title, and interest in and to the Service, Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service, under this Agreement and an applicable Statement of Work. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to (i) reverse engineer, modify or copy the Service or Documentation or create any derivative works based on the Service and Documentation; (ii) copy and features, functions, interfaces, integrations or graphics of the Service or Documentation; (iii) access the Service or Documentation in order to build any commercially available product or service.

3.2 Client Rights. SpryPoint hereby grants Client's Authorized Named Users (and those of Client's Affiliates and Authorized Parties) a non-exclusive, non-transferable, non-perpetual limited right to use the Service and Documentation, solely for the internal business purposes of Client and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement.

3.3 License to Host Client's Data. Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit and display Client's Data, as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title or interest from Client under this Agreement in or to Client's Data.

3.4 License to use Client's Feedback. Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other Client feedback relating to the Service. SpryPoint shall have no obligation to make Client Input an Improvement.

3.5 Statistical Information. SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types

of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the SaaS service, provided that such information does not identify Client's data or include Client's name.

4. Confidentiality

- 4.1 Confidentiality.** A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.
- 4.2 Nondisclosure.** A party shall not use Confidential Information for any purpose other than to facilitate this Agreement. A Recipient: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement and executes a nondisclosure agreement with Recipient (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent.
- 4.3 Protection.** Each party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care.
- 4.4 Injunctive Relief.** Recipient agrees that breach of Confidentiality would cause irreparable injury, for which monetary damages would be inadequate. If a recipient discloses or uses any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts.
- 4.5 Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title and interest in and to all Confidential Information.

5. Data Privacy & Security

- 5.1 SpryPoint use of Data.** Client hereby grants SpryPoint a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. SpryPoint shall keep and maintain Client Data in strict confidence and shall not allow any third parties to use, disclose, or access Client Data without Client's prior written consent. Notwithstanding the foregoing, SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.
- 5.2 Data Security.** Each Party shall be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Client Data; protect against any anticipated threats or hazards to the security of Client data, protect against unauthorized disclosure, access to, or use of Client Data, ensure the proper disposal of Client Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.
- 5.3 Unauthorized Disclosure.** If either Party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will reasonably assist the other Party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

As soon as reasonably practicable after any such Security Breach, upon Client's request, Client and SpryPoint will consult in good faith regarding the root cause analysis and any remediation efforts.

6. Warranties & Disclaimers

6.1 From SpryPoint.

- a) **Function:** SpryPoint represents and warrants that, during the Term, the Service will perform materially in accordance with the Documentation.
- b) **Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
- c) **Malicious Code:** SpryPoint represents and warrants that to the best of its knowledge, the Service does not contain any Malicious code. SpryPoint further warrants that it will not knowingly introduce any Malicious Code into the Service.

6.2 From Both Parties. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation know to it would have a material adverse impact on its ability to perform as required hereunder.

6.3 Warranty Remedies. In the event of a breach of the warranty as set forth in Section 6.1, or upon the discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies after good-faith efforts, SpryPoint shall refund Client amounts paid that are attributable to the defective Service from the date SpryPoint received such notice through the date of remedy, if any. At no time shall the refund exceed the subscription fees actually paid by Client in consideration for SpryPoint's service delivery during the immediately preceding twelve (12) month period for the Service.

6.4 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 6.1 AND 6.2 ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification

7.1 Indemnification. SpryPoint shall protect, defend, hold harmless and indemnify Client harmless against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims)" made or brought against Client alleging that the use of the Service infringes any third party's Intellectual Property Rights; provided, however, that Client; (a) promptly gives written notice of the Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Claim; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (a) Client's breach of this Agreement; (b) revisions to the Service made without SpryPoint's written consent; (c) Client's failure to incorporate Upgrades that would have avoided the alleged infringement; (d) Modification of the Service by Client, its Employees, or Authorized Parties in conflict with Client's obligations (e) Unauthorized use of the service by third parties; or (f) use of the Service in a manner inconsistent with the Documentation. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately

adjudicated to have arisen through the sole active negligence or sole willful misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either party's option and SpryPoint's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

8. Limitation of Liability

8.1 Liability Cap. SpryPoint's liability arising out of or related to this Agreement shall in no event exceed the Subscription Fees paid by Client within the twelve (12) months preceding the claim.

8.2 Clarifications & Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CLIENT IN CONSIDERATION FOR SPRYPOINT'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE. FOR THE AVOIDANCE OF DOUBT, SPRYPOINT'S LIABILITY LIMITS APPLY TO SPRYPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

8.3 Exclusion of Damages. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW MUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS, OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CLIENT WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS ARE EXCLUDED AS SPRYPOINT'S LOST PROFITS.

9. Term & Termination

9.1 Term of Agreement. The Term of this agreement commences on the Effective Date and will continue for one year.

9.2 Annual Renewal. The initial Term shall automatically renew for successive terms of one year unless either party provides the other written notice of termination at least (30) days prior to the expiration of the current term.

9.3 Annual Escalation. The annual Subscription Service Fee for the Service shall be subject to adjustment on each anniversary of the Effective Date at 5% per year.

- 9.4 Termination for Convenience.** Client shall have the right to terminate this Agreement without cause or penalty, by giving not less than Thirty (30) days' prior written notice to SpryPoint. Upon termination, Client shall pay SpryPoint all fees due up to the time of termination.
- 9.5 Termination for Default.** Either party may terminate this Agreement upon Thirty (30) days prior written notice in the event of a material breach by the other party if such breach remains uncured at the expiration of such notice period.
- 9.6 Termination upon election of new City Council.** Within thirty (30) days of the seating of a new City Council, said Council shall have the right to terminate this agreement pursuant to negotiated rights of termination.
- 9.7 Termination for Non-Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are not forthcoming or are insufficient, through the failure of any entity to appropriate funds or otherwise, Client will have the right to terminate at no additional cost or penalty by giving Thirty (30) days written prior notice documenting the lack of funding.
- 9.8 Effect of Termination.** Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service. Termination for any reason shall not relieve Client of the obligation to pay any fees accrued or due and payable to SpryPoint prior to the effective date of termination.
- 9.9 Access to Client Data.** Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to sixty (60) days. After 60 days, SpryPoint will have no obligation to maintain or provide any Client data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client.

10. Messaging.

- 10.1 Supplemental Messaging Terms.** If Client elects to use SpryPoint's Alerts, Notifications, Communications, Campaigns & Messaging capabilities (Messaging Service") provided with the Service the following supplemental terms ("Messaging Terms") will apply. For avoidance of doubt, Messaging Terms apply to all SpryPoint applications within the service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications.
- 10.2 Responsibility & Risk.** Client shall be solely responsible for the content of any communications which Client initiates or authorizes in connection with the Messaging Services. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client. Client assumes all risks associated with use of the Messaging Service
- 10.3 Messaging Indemnity.** Client shall hold harmless, defend and indemnify SpryPoint and its officers, directors, employees, contractors and representatives from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties and attorney's fees arising out of or relating to the Messaging Service or any breach by Client of the Agreement including without limitation, these Messaging Terms, except in the event of SpryPoint's willful misconduct.
- 10.4 Compliance.** SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, compliance with applicable laws is strictly Client's responsibility with respect to the Messaging Service notwithstanding any provision to the contrary.

11. Miscellaneous

11.1 Independent Contractor. SpryPoint and all persons(s) employed by or contracted with SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(S) or employee(s) of Client. SpryPoint has full rights to manage its employees in their performance of the Service under this agreement. This agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

11.2 Insurance. SpryPoint will maintain during the entire Term of this Agreement, at its own expense the insurance coverage as outlined in Attachment D. The policies shall name Client as an additional insured with respect to the provision of services provided under this agreement.

11.3 E-verify and Save. During the entire duration of this agreement, the Contractor and its agents shall remain in compliance with Georgia Code section 13-10-91 and 50-36-1, as amended.

11.4 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Georgia.

11.5 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon the third business day after first class mailing.

Notices to the Client shall be sent to:

Dan Porta
City Manager
City of Cartersville
1 North Erwin Street
Cartersville, GA. 30120 United States

Notices to SpryPoint shall be sent to:

Kyle Strang
CEO
45 Queen Street – Suite #401
Charlottetown, PE C1A 4A4

11.6 Waiver. No failure or delay by either party in exercising any right under this agreement shall constitute a waiver of that right or any other right. Neither Client's review, acceptance nor payments for any of the Service or the Implementation Services shall be constructed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this Agreement.

11.7 Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances. Dates by

which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11.8 Conflicts of Interest. SpryPoint certifies that to the best of its knowledge, no Client officer, employee or authorized representative has any financial interest in the business of SpryPoint and that no person associated with SpryPoint has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement.

11.9 Fair Employment. SpryPoint shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

11.10 Time. Time is of the essence in the performance of this Agreement.

11.11 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (which consent shall not be unreasonably withheld). Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns. Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Client have the right to assign this Agreement to a direct Competitor of SpryPoint. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.12 Severability. To the extent permitted by the law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

11.13 Publicity. Except as set forth herein, SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior consent of Client, SpryPoint is authorized to use Client's name and logo in lists of Clients and on its website, however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from SpryPoint.

11.14 Piggyback. It is understood and agreed by Client and SpryPoint that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with SpryPoint, be invoiced therefrom and make its own payments to SpryPoint in accordance with the terms of the contract established between the new governmental entity and SpryPoint. It is also hereby mutually understood and agreed that Client is not a legally bound party to any contractual agreement made between SpryPoint and any entity other than Customer.

11.15 Amendment. This Agreement may only be amended in writing by authorized representatives of each party.

11.16 Execution in Counterparts: This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

City of Cartersville, GA	City of Cartersville, GA
Signature:	Signature:
Name:	Name:
Title:	Title: City Clerk
Date Signed:	Date Signed:

SpryPoint Services, Inc.
Signature:
Name: Kyle Strang
Title: Chief Executive Officer
Date Signed:

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

2200212

EEVI Basic Pilot Program* User Identification Number

Nicholas Stone

By Authorized Officer or Agent

CFO

Title of Authorized Officer or Agent of Contractor

Nicholas Stone

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27th DAY OF July, 2023

Notary Public: [Signature]



My Commission Expires: 10/21/2025



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Construction Manager at Risk (CMAR) Electric Department Renovation
DEPARTMENT SUMMARY RECOMMENDATION:	This is the professional services agreement between the City and Pennant Construction Management to perform CMAR services for the renovation of the Electric department administrative facility.
LEGAL:	Reviewed by Archer & Lovell

AGREEMENT

This Professional Services Agreement (“Agreement”) is made effective as of the 7th day of September 2023, by and between the City of Cartersville (“Owner”) and Pennant Construction Management, Inc. (“Construction Manager at Risk - CMAR”) for construction management services defined as the Renovation of the City of Cartersville’s Electric Department administrative facility (“Project”) located at 320 E. Erwin Street, Cartersville, Georgia.

RECITALS:

Whereas, the Owner desires to renovate and extend improvements on the property (“Project”) located at 320 S. Erwin Street, Cartersville, Georgia which is owned by the City of Cartersville (“Owner”); and whereas, the Construction Manager at Risk is a general contractor which shall provide the services described in this Agreement and which will be detailed in final plans and specifications provided by Croft & Associates, Inc.

NOW, THEREFORE, it is agreed between the parties as follows:

Section 1.0 Description of Services.

1.1 The CMAR shall provide the general contracting services necessary to complete all construction related activities of the project and/or parcel. The CMAR shall cooperate with local building authorities to conform to the plans and specifications; to furnish construction administration, management services and supervision; to manage at all times an adequate supply of workers and material through subcontracts; and to supervise the work. The Owner agrees to furnish or approve, in a timely manner, information required by the CMAR and to make payments to the CMAR in accordance with the requirements of the Contract Documents.

1.2 The Owner shall act as the designated person by which the CMAR shall answer directly to. In communications relating to the Project, the Owner shall communicate with Contractors and Subcontractors only through the CMAR.

1.3 The Owner's representative on site at the Project shall be the CMAR, and all communications to the Owner shall be made through the CMAR. Unless otherwise stated herein, no Modification to the Contract shall be made without the written approval of the Owner.

1.4 The CMAR shall coordinate with the project designer and file the application for the primary building permit on said projects which shall include all planning, conversations and meetings with applicable parties which shall include all architects, engineers, building officials, fire marshals and others deemed necessary to enable a permit to be obtain for projects.

1.5 The CMAR shall schedule and conduct meetings with the Owner to discuss such matters as procedures, progress, coordination and scheduling of work. The CMAR shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The CMAR shall also provide recommendations consistent with the project requirements to the Owner on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, cost of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions based on input from project design professionals.

1.6 The CMAR shall exercise reasonable care in preparing schedules and additional estimates. The CMAR, however, does not guarantee schedules that might be affected by exterior influences such as supply chain issues, acts of Gd and other. The CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

1.7 Those portions of the work that the CMAR does not customarily perform with the CMAR's own personnel shall be performed under subcontracts or by other appropriate agreements with the Owner and will guidance from the Project Manager. The CMAR shall obtain bids from subcontractors and from suppliers of materials or equipment fabricated especially for the work and shall deliver such bids to the Owner. The CMAR shall not be required to contract on behalf of the Owner with anyone to whom the CMAR has reasonable objection. The CMAR shall oversee all aspects of the projects with the authority to schedule, direct and instruct all subcontractors hired to complete the projects scope of work, shall have the authority to have subcontractors correct any deficiencies with regards to work and shall have the authority to have any subcontractor that fails to do so removed from the projects.

1.8 The CMAR shall have the authority to request all inspections from building inspectors, fire marshals or reigning authorities, which shall include a final inspection upon the completion of the scope of works. The successful achievement of a final inspection for construction services shall constitute the completed projects.

2.0 Payment to CMAR

2.1 Payment to CMAR. The CMAR shall be responsible for all construction cost related to the project and undertaken by subcontractors, materials suppliers and other such sources. All cost shall be paid direct by the CMAR and the CMAR shall then receive payment from the Owner per the instructions of this contract document. In addition to the construction cost related to the project and undertaken by subcontractors, materials suppliers and other such sources, the Owner shall pay the CMAR a total construction fee of twelve percent (12%) of the total of all construction cost related to Project. This 12% fee will include the base construction fee amount for management of 7.5% plus the additional expenses of 3% for bonding and 1.5% for insurance. The Owner shall also pay the defined fixed overhead cost and expense which is to be prorated over the course of the project and equals \$70,000.00. Any direct or indirect expense related to the projects paid by the Project Manager shall be reimbursable.

2.2 Draw amounts can be requested by the CMAR at the payment intervals established for each project based on work completed to date. Unless a different time or date is stated and agreed to by both the Owner and CMAR, all progress billing will be invoiced with payments due in 15 days. Owner cannot establish or allow to be created any form of delay which creates a hindrance in the CMAR's ability to complete such intermediate and final payments. Such earned amounts due the CMAR are payable at standard draw periods set forth in individual projects agreement and shall not be withheld for any such reason short of an illegal or unlawful act. The CMAR may charge interest on that portion of the draw amount which has been due and payable for 30 days or more at a rate of 1 1/2 percent per month calculated on the amount owed from the date upon which it became due and payable until paid.

2.3 Change Orders are expenses created by the owner or unknown conditions with the building/site that are outside the original scope of work and contract agreement of which is guaranteed by the CMAR. When such conditions arise within the project, the first party (often referred to as "the initiating party") shall inform the second party of the change. At that point a scope of work for the change shall be developed and a cost for such a change established. The cost of the change shall be based on typical material, labor and rental expenses for the item plus 12.5% total construction fee (7.5% Construction Fee, 3% Bond Fee and 1.5% Insurance Fee). The scope and expense shall be placed in writing with a change order request by both parties. Failure to enter into a written change order by one or both parties does not constitute a right to fail to pay for such change and it likewise does not create an opportunity for payment to be sought beyond the amount stated in this paragraph. Payment of change orders are to be made upon performance of service which may include a percentage of payment for the percentage of task completed.

Section 3.0 Performance of Service

3.1 The manner in which the Services are to be performed and the specific hours to be worked by the CMAR shall be determined by the CMAR. The Owner will rely on the CMAR to work as many hours as may be reasonably necessary to complete the services in a timely and thorough manner and in accordance with the project schedule agreed upon with the Owner.

3.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

3.3 The Owner shall provide a full set of stamped architectural drawings and structural drawings as by licensed professionals so that CMAR can have a full scope of work for task to be completed. The Owner shall also provide all certificate of approval from the local municipalities attesting the approval for construction of the project to proceed. If variances are required, it is the requirement of the Owner to obtain approval from the municipality and provide CMAR with all documents including restriction and/or limitations that may be included in the approval. The Owner is responsible for filing required documentation and obtaining approval from local, state and federal agencies that may maintain jurisdiction over the project. Documentation will be provided to the project manager.

3.4 The CMAR shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party and adequate planning.

Section 4.0 Exclusions and Allowances contained in this Agreement

4.1 This agreement is subject to the approval of the plans by the City of Cartersville Building Inspector and Fire Marshall. Any changed or additions to these plans required by either agency can render this agreement void if determined by the CMAR. If financial requirements of the project increase as a result of these agencies, the both parties to this agreement shall negotiate an acceptable amendment to the cost to accommodate such change. In the event that the parties can not comes to an acceptable conclusion, the CMAR has a right to void the agreement without penalty.

4.2 Items that may not be defined by the plans and have not been included are exclusion and maybe listed as an addendum to this agreement. Failure to have all items listed may constitute inclusion but the list is included as a general guideline to assist in the engagement of this agreement.

5.0 Termination of this Agreement

5.1 The term of this agreement shall begin upon the execution of this agreement or by an earlier period in which any billable service was rendered. Completion of the project shall be upon the successful completion of all requirements necessary for a certificate of occupancy to be obtained based on the scope of work. This agreement may be terminated by the CMAR for the following reasons: a) Failure of Owner to pay CMAR or any subcontractor total amounts earned by the party, b) Acts by the Owner which are deemed to be illegal, unlawful, immoral or unethical as defined and understood by the CMAR, c) the filing of a petition for bankruptcy relief for the Owner, d) should the Owner, in the sole and absolute discretion of the CMAR, become insolvent or should it appear to the CMAR that the Owner may be unable to financially pay for the project or the remaining portions of the project, or e) an interruption by the Owner in the ability of the CMAR to properly and adequately manage the project for the purpose of completing the scope of work.

5.2 The Owner shall have the right to terminate this agreement for the following reasons: a) failure of the CMAR to properly conduct and complete the task set forth in this agreement, b) Acts by the CMAR which are deemed to be illegal, unlawful, immoral or unethical as defined by law and understood by the Owner, or c) failure by the CMAR to complete the projects in a reasonable time frame with consideration and without penalty to the limitations in

completing the task that may be created by the Owner, Owner's subcontracted labor and/or the funding source/partner for such project.

5.3 In the event that termination is made based on any of the three causes above mentioned, the CMAR is due all monies earned to date and/or those funds that are reimbursable. Payment shall be made immediately by the Owner. This agreement may be terminated for any reason with a thirty-day written notice. If termination is without an above referenced cause, all outstanding funds shall be immediately paid plus a termination fee of 10% for all remaining compensation that would have been earned if CMAR would have been allowed to continue in his full capacity.

6.0 Testing for Project Conditions

6.1 During the Preconstruction Phase, the Owner shall obtain with the assistance of the design professional furnish the following information, services or test with reasonable promptness: tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Owner shall also furnish any other information or services under the Owner's control and relevant to the CMAR's performance of the Work with reasonable promptness after receiving the CMAR's written request for such information or services. The CMAR shall be entitled to rely on the accuracy of provided information and is to be held harmless by the owner against claims and/or penalties related to the any occurrences or activity relying on such test results.

6.2 The CMAR is not responsible for any existing environmental conditional that might be present, known or unknown, at the time of this agreement. The responsibility to cure any structural concerns lies only with items specifically called for correction in the construction documents.

7.0 Insurance

7.1 The CMAR agrees to provide the Owner with proof of the presence of a worker's compensation insurance policy for Pennant Construction Management, Inc. and/or its successors. The CMAR shall also keep a record of such insurance for all subcontractors holding a contract directly with the Owner and/or CMAR.

7.2 The CMAR agrees to secure and maintain in full force and affect a policy of professional liability insurance in a minimum amount of \$2,000,000 per accident and \$5,000,000 aggregate providing coverage for any negligent acts or errors by Project Manager made during the term of this Agreement. The CMAR agrees to provide Owner with a copy of a certificate of professional liability insurance. The CMAR shall also keep a record of such insurance for all subcontractors holding a contract directly with the Owner and/or CMAR.

7.3 The owner is responsible to obtain all property and content insurance including a builder's risk policy for the duration of the project.

8.0 Non-Discrimination of Workers

8.1 The CMAR, in performing under this Agreement, shall not discriminate against any workers, employees, or applicants, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice.

9.0 Indemnity. Owner shall indemnify, defend, and hold CMAR, its employees, officers, directors, and affiliates harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Owner, its employees, officers, or directors in connection with the Agreement or project.

10.0 Right of Entry

10.1 The CMAR shall use a reasonable degree of care when entering upon any property owned by the Owner in connection with the Project. In the case of property not owned by the Owner, the CMAR shall comply with any and all instructions and requirements for the use of such property. The Owner also concedes to allow subcontractors, their employees and suppliers, under the supervision of the CMAR, to enter the premises for the purpose of carrying out their individual contracts.

10.2 In the case of property owned by any other entity, the CMAR shall separately negotiate and obtain any license or permission to enter upon the property. The Owner agrees to cooperate with the CMAR in the Project Manager's negotiation with other entities in order to secure licenses or permission.

11.0 Miscellaneous

11.1 Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

11.2 This Agreement shall not be assigned by CMAR without the written acknowledgement and acceptance by the Owner.

11.3 The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

11.4 This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. Exhibits to this agreement shall include the architectural/mechanical drawings and the project manual.

11.5 Time is of the Essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damage or both.

11.6 A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

11.7 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Georgia. The Owner hereby waives its constitutional right to venue in its home county and hereby irrevocably consents to the jurisdiction and venue of the Superior Court of Bartow County, Georgia for the purpose of any litigation involving the breach or enforcement of this Agreement.

11.8 Binding Law. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

11.9 No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Owner and Project Manager, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other

third party on such Agreement. It is the express intention of the parties that any person other than Owner or Project Manager receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

CITY OF CARTERSVILLE (OWNER)

By: Matt Santini, Mayor
City of Cartersville

Attest: Julia Drake, City Clerk
City of Cartersville

CONSTRUCTION MANAGER AT RISK (CMAR)

By: Ron Goss, Jr.
Pennant Construction Management, Inc.

Signed, sealed and delivered on the
_____ day of _____, 2023

Contractor Affidavit and Agreement (Example):

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

4683307
EEV / Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Pennant Construction Management, Inc.)

August 28, 2023
Date

General Contractor/VP
Title of Authorized Officer or Agent of Contractor

Ron Goss, Jr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
28 DAY OF August, 2023

[Signature]
Notary Public
My Commission Expires: 08-29-2026
GARET
DUNN
IDWELL
SUBB

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

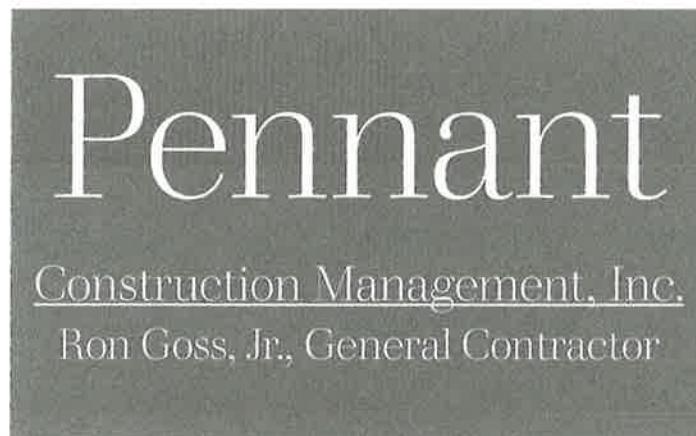
(End of Form)

CARTERSVILLE ELECTRIC DEPARTMENT RENOVATION

320 S. Erwin Street
Cartersville, Georgia

Fee Schedule for Construction Manager at Risk

Submitted by:



August 28, 2023

**Exhibit B
PROPOSAL FEE SCHEDULE**

(Submit Proposal Fee Schedule in Separate Sealed Envelope)

1. CMAR'S FEE:

Basis of Fee. The CMAR's fee is the amount agreed to by both parties, which is the full amount of compensation due to the CMAR as gross profit, and for any and all expenses of the Project not included and identified as a Cost of the Work, provided that the CMAR performs all the requirements of the Contract Documents within the time limits established.

A. PRE-CONSTRUCTION FEE:

Pre-Construction Fee	There is no Pre-Construction Fee. Our service is all inclusive in "B" below.	\$ 00.00
----------------------	--	----------

B. CONSTRUCTION FEE:

Construction Fee. Construction Fee shall be expressed as a percentage (%) of the Cost of the Work and Overhead Costs and Expenses.

Construction Fee		7.5%
------------------	--	------

2. CMAR'S OVERHEAD COSTS AND EXPENSES (Construction Phase Services):

A. CONSTRUCTION COSTS

The CMAR's Overhead Costs. The maximum amount for the CMAR's overhead cost is inclusive of all direct and incidental expenses including but not limited to travel, sustenance, reproduction, salaries, wages, design and field office expenses, and those costs listed in the General Requirements. If authorized by the Owner to proceed with Construction Phase Services, the CMAR will execute the work and be reimbursed for the actual costs as defined in the Contract Documents. The Maximum Overhead and Direct Expenses is inclusive of all incidental and direct expenses including but not limited to: travel, sustenance, reproduction, salaries, wages, design and field office expense, bonds, insurance and those costs listed in the Contract Documents and as correctly depicted in attached Detailed Itemization.

		TOTAL
Maximum Labor Costs	(Detailed Itemization Must Include a Breakdown of Salary and Labor Burden)	\$ 70,000.00
Maximum Other Overhead Costs and Expenses	(All Other Proposed Construction Overhead Costs Not Reflected Above)	\$ 90,000.00*
MAXIMUM AMOUNT FOR CONSRUCTION LABOR, OVERHEAD COSTS AND EXPENSES (* based on \$2M project budget - see chart)		\$ 160,000.00*

CARTERSVILLE ELECTRIC RENOVATION

	Fixed or Variable Expense	Project Budget	Project Budget	Project Budget
1a) Preconstruction Fee (0.0%)	n/a	\$ -	\$ -	\$ -
1b) Construction Fee (7.5%)	V	\$ 120,000.00	\$ 150,000.00	\$ 187,500.00
2) Overhead Cost & Expenses (Fixed & Variable)				
Salary Commitment: Project Manager (Six Months)	F	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Salary Commitment: Site Superintendent (Six Months)	F	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
Insurance Expense (Allowance of 1.5% of Project Expense)	V	\$ 24,000.00	\$ 30,000.00	\$ 37,500.00
Bond Expense (Allowance of 3% of Project Expense)	V	\$ 48,000.00	\$ 60,000.00	\$ 75,000.00
Travel Expense	n/a	\$ -	\$ -	\$ -
Office/Administrative Expense	n/a	\$ -	\$ -	\$ -
		\$ 142,000.00	\$ 160,000.00	\$ 182,500.00
TOTAL EXPENSE TO CITY OF CARTERSVILLE (per price tier)		\$ 262,000.00	\$ 310,000.00	\$ 370,000.00

EXPENSE AS A PERCENTAGE OF TOTAL PROJECT COST

16.4% 15.5% 14.8%

PROPOSAL FEE SCHEDULE

(Submit Proposal Fee Schedule in Separate Sealed Envelope)

Important – Proposers must attach detailed itemization of Proposed Project Costs and Fees, and any exceptions to the items requested above to the CMAR Fee Proposal Form in same sealed envelope. Proposers shall use itemization format (of their choosing), which fully delineates specific costs, expenses and fees for Construction phases, and is descriptive of all cost detail including but not limited to cost of work, in-construction services, overhead, work by others, and insurance and taxes.

Legal Business Name Pennant Construction Management, Inc.

Federal Tax ID 27-2182943

Address 1003 N. Tennessee Street, Cartersville, Georgia 30120

Representative Signature  Printed Name Ron Goss, Jr.

Telephone Number 770-861-9190 Fax Number _____

E-mail address ron@pennantcm.com



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Second Quarter 2023 Motorola Radio Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County has submitted the second 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: August 15, 2023

Due Date: **August 31, 2023**

TO: City of Cartersville
PO Box 1390
Cartersville, GA 30120

Please mail payment
Attn: Alecia Hendrix

To bill for **Motorola Radios** for **2nd 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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Proposals
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Design Proposal Fire Station 5
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Respectfully requests approval of a design proposal with Croft and Associates. This proposal is to provide architectural and engineering services for a 62' x 62' building located on the future site of Fire Station #5. This three-bay building will house reserve apparatus, a fire safety house, and future water rescue assets for our swift water program. This building will be constructed with Fire Station #5 and is currently included in the scope of work for Reeves-Young as construction managers at risk.</p> <p>The total cost for the design proposal is \$37,700.00, included in the overall budgetary numbers provided for this project. Initially, we were unable to determine the feasibility of this request, so it was not on the original scope of the work. Now that the CMR is on board and all hydrology and survey work is complete, we feel it is fiscally responsible to include this as part of the project and request authorization to allow the Mayor to sign all related documents.</p>
LEGAL:	N/A

August 22, 2023

Scott Carter
Fire Chief
Cartersville Fire Department
195 Cassville Road
Cartersville, GA 30120

VIA EMAIL

**RE: Outbuilding Design Proposal
Fire Station #5**

Scott:

We are pleased to submit this proposal to provide architectural and engineering services for the design of an outbuilding on the new Fire Station #5 site. We appreciate the opportunity and look forward to working with you to accomplish this service for the City.

You will find outlined below the project summary, scope of services, design assumptions, deliverables and professional fees for this project.

PROJECT SUMMARY

The outbuilding requested is an approximately 62’x62’ pre-engineered metal building that will be used for storage of additional equipment. This outbuilding will be comprised of three bays with overhead doors similar to the main station. The overall architecture will be reflective of Fire Station #5. Lighting, heating (no AC) and fire protection will be included in the building design.

SCOPE OF SERVICES

Design phases, schedule and deliverables will be in line with the Fire Station #5 project.

DESIGN ASSUMPTIONS

- 1. Reference the Fire Station #5 proposal for design assumptions.

DELIVERABLES

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

PROFESSIONAL FEES

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

- Schematic Design\$4,500
- Design Development\$11,500
- Construction Documents\$16,200
- Construction Administration\$6,500

Note: Expenses (mileage, reproductions, etc.) are included in the indicated fees above.

August 22, 2023

ADDITIONAL SERVICES

Additional services or changes to the project scope, as defined above, will be proposed and documented in writing and shall be formally approved by client. No additional fees will be charged without your prior written approval.

Scott, we understand that, if accepted and approved, this scope of work and associated fees will be added to our design contract for this fire station, and all the contract terms of that agreement will apply to this scope of work as well. We would like to thank you for the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,



Michael Gunn, RA
Croft & Associates, PC

APPROVAL:
City of Cartersville

Accepted by:
Matthew Santini, Mayor

Signature

Date

Julia Drake, City Clerk

Attest

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Joint Training Center Repairs Project
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Last June, a certification inspection occurred on the burning building at the Joint Fire Training Center on Paga Mine Rd, which revealed several areas did not receive certification to allow burning. The building was constructed in 2009 and has only received routine maintenance. The sole bidder, Abuck Inc., quoted \$34,056.00 for the repairs. They have an extensive history of working on metal buildings and have completed other projects for the City of Cartersville. It is referenced that when repairs begin, they may uncover additional issues that were not addressed in the report.</p> <p>We are respectfully requesting approval of an amount not to exceed \$40,000.00. Peter Olson, Bartow County Commissioner, has agreed to reimburse 50% of the total repair cost. This is a budgeted repair project anticipated in our FY 23/24 budget.</p>
LEGAL:	N/A





Fire Facilities Inc.
BCFD/Cartersville Joint Training Facility
Cartersville, GA
Five Year Inspection - Structural Evaluation
RSE Project: 23906

Owner:

Bartow County Fire Department

Owner Address:

5435 Highway 20, Cartersville, GA 30121
Latitude, Longitude: [34.2036 N, -84.7920 W]

Training Tower Manufacturer:
Fire Facilities Inc

Inspected By:
Jeremy Z. Squires, EIT

Inspection Date:
28th April 2023

Report Date:
13th June 2023

Client:

Tracey McFadden, Chief
Bartow County Fire Department

Project Address:

180 Paga Mine Road, Cartersville, GA 30121
Latitude, Longitude: [34.1357 N, -84.7831 W]

Seal:





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1.0 General Information/Scope of Services

Response Structural Engineers, Inc. (RSE) has conducted this visual structural evaluation to assess the structural integrity of the fire training tower and make recommendations. NFPA 1403 (2018 Edition) requires that the structural integrity of the live fire training structure shall be evaluated and documented annually by the building owner or AHJ (authority having jurisdiction). If visible structural defects are found, such as cracks, rust, spalls, or warps in structural floors, columns, beams, walls, or metal panels, the building owner shall have a follow-up evaluation conducted by a licensed professional engineer with live fire training structure experience and expertise, or by another competent professional as determined by the building owner or AHJ.

Follow-up Inspection Program

The follow-up inspection program complies that with NFPA 1403 sections 6.2.6.1 includes the following:

- Complete service carried out by a licensed professional engineer with live fire training structure experience and expertise.
- Visual inspection of the exposed areas of the foundation and slab.
- Visual inspection of the exterior of the tower.
- Visual inspection of all exposed structural elements.
- Visual inspection of all thermal linings.
- Visual inspection of all doors and window shutters including hardware.
- Visual inspection of stairs, ladders and fire escapes.
- Recommendations for repairs, maintenance or improvements.
- A formal report with photographs documenting the findings.

Non-Gas-Fired/Five Year Inspection Program

In addition to the annual and follow-up inspection required by NFPA 1403, a more in-depth five- year inspection program is required for non-gas-fired fire training structures.

The structural integrity of the live fire training structure shall be evaluated and documented by a licensed professional engineer with live fire training structure experience and expertise, or by another competent professional as determined by the AHJ, at least once every 5 years. Part of the live fire training structure evaluation shall include, at least once every five years, the removal and reinstallation of a representative area of thermal linings (if any) to allow for inspection of the hidden conditions behind the linings.

Note: RSE does not provide inspections for calcium aluminate refractory structural concrete (i.e., structures with concrete walls, or concrete beams/columns). Concrete coring is not provided as part of this inspection program. Coring is only required on concrete structures with calcium aluminate refractory structural concrete.

Additional Note: NFPA 1403 also requires the owner of the fire training structure to visually inspect for damage and document this damage before each use to ensure the safety of the trainees.

The structural evaluation was conducted in accordance with procedures, practices, and standards generally accepted for visual observations and evaluations of structures. Visual observations are useful for determining the general conditions of the structure, however, there may be hidden deterioration or damage that was not detected during this visual assessment since no actual testing was completed. The findings and recommendations contained within this report are based upon the data and information provided to and



observed by RSE at the time of completion of this report only. The only items evaluated are listed within this report or the Scope of Services and it shall not be implied that any other items were included or assessed.

2.0 Tower Description

The tower evaluated is a live fire training tower (burn building) used by the fire department as indicated on the title page of this report. The structure is a Wesco Model W-2/Battalion Chief and was designed by Fire Facilities, Inc (FFI). The structure is a 2½ story building and is approximately 59’ long by 22’ wide at the first floor. This structure consists of a residential section, a single-story annex section, and a control room section. The residential section is 35’ long, 22’ wide, and 24’ tall to the gabled eave. The annex section is approximately 14’ long, 22’ wide, and 10’ tall while the control room section is 10’ long, 12’ wide, and 8’ tall.

The primary structural system consists of structural steel columns and beams, while the secondary structural system is comprised of light gage joists covered with 18-gage metal floor decks. The floor system of the upper levels also consists of two inches of nonstructural cover above the 18-gage metal floor decks. A light gage curtain wall system incorporates the exterior walls in the residential section while a load-bearing light gage wall system is utilized in the single-story annex section and the control room section.



Overall View of the Fire Facilities Inc. Structure



3.0 Background

The following table is based on interview questions during the time of inspection for the fire training tower. The information provided in this table gives an indication of the general care and condition of the burn building. The typical expectation is that more damage will exist in the structure if there are one or more of the following occurrences: excessive temperatures (>1850 F at burn rooms/>600 F at burn areas), frequent training evolutions, misuse, lack of supervision, no temperature data logging records kept, damaged thermal protection prior to burning, and no routine maintenance.

Question	Answer
Date of inspection, location, temperature	28 th April 2023. Cartersville, GA. 79 Degrees, Partly Cloudy.
Names of people present during this questionnaire	Training Captain C. Edge
Number of live fire training evolutions per year (day of which at least one live fire training evolution has been conducted)*	Approximately 30 per year. Last burn date was October of 2022.
Date the tower was inspected previously	November 2 nd , 2016.
Date the tower was initially put into service	2009.
Temperature range during live fire training evolution including maximum temperatures	Average: 500 F Peak: 800 F
Pyrometer type (alarms and data logging or their own logbook)	Pyrometer system not functional. No temperature data provided. Handheld thermometer used during evolutions. Evolutions
Type of fuel (propane or Class A)	Untreated Wood Pallets Used at 2 nd Floor and Annex Burn Rooms
Type of burn room liner system	24 Ga Corrugated SS Wall Panels over 2" Deep Westec Insulation Over Metal Studs
Current damage or safety concerns	2 nd Floor Burn Room Damage to Burn Room Walls
Supervision of your departments training	Captain C. Edge
Past repairs and/or maintenance plan	Replaced some of the ceiling panels & temperature sensor in 2 nd floor burn room.
Other information	None.



4.0 Observations

Each item observed during the inspection has an observation, a recommended action, and a priority level. The priority levels are defined by four levels: high, medium (med.), low, or none (please see definitions below). Also, with select observations an asterisk follows to indicate photo available. These photos are in Appendix I and are listed in order of occurrence per this section.

- ✓ **High priority levels require immediate attention due to safety hazards and the facility shall not be used until the recommended action has been completed.**
- ✓ **Medium priority levels usually do not present an immediate safety hazard, but can cause further degradation of the fire training structure if recommended action is not accomplished in a timely manner.**
- ✓ **Low priority levels will not necessarily improve the fire training structure but will lead to an extended life of the structure and result in lower future maintenance costs.**
- ✓ **None usually is an observation that is noted but no recommended action is required except for future monitoring.**



4.1 General Observations – Visual

4.1.1 Exterior of Tower

Item	Observations/Recommendations	Priority
Condition of Exterior Wall Panels	<p>Observations:</p> <ol style="list-style-type: none"> Overall condition of panels showed little to no wear. Some areas show signs of minor rust marks along screw lines at various locations of building. Soot buildup at panels adjacent to burn room door and at eave adjacent to burn room door. <p>Recommendations:</p> <ol style="list-style-type: none"> Clean surfaces as recommended in Appendix III (Paint Care and Maintenance Manual). 1* Clean surfaces as recommended in Appendix III (Paint Care and Maintenance Manual). 1* 	<ol style="list-style-type: none"> Low Low
Condition of Exterior Stairs and Landings	<p>Observations:</p> <ol style="list-style-type: none"> Exterior stairs and landings showed minor wear. Minor corrosion at main exterior stair column base plates & stair bar grate treads. <p>Recommendations:</p> <ol style="list-style-type: none"> Remove corrosion via sand blasting and/or power tools. Paint this area with a ZRC 221 Cold Galvanizing Compound by ZRC Corporation or comparable galvanizing paint (1.5 mils minimum. 2*/3* 	<ol style="list-style-type: none"> Low

*Number indicates label of associated photos in Appendix I.

4.2 Structural Observations – Visual

4.2.1 Foundation

Item	Observations/Recommendations	Priority
Exposed Areas of Foundation/Slab -Cracking	<p>Observations:</p> <ol style="list-style-type: none"> Foundation slab and surrounding pavement are in good condition with minor hairline shrinkage cracks. <p>Recommendations:</p> <ol style="list-style-type: none"> As cracks grow to greater than ¼” in width and 2” deep; route, clean, and seal large cracks. Sealant should meet the requirements of ASTM D5893/D5893M. 4* 	<ol style="list-style-type: none"> Low

4.2.2 Red Iron/Structural Steel Issues

Item	Observations/Recommendations	Priority
Exposed Red Iron/Structural Steel at Base Plates/ Columns/Beams/ Plates -Rust -Corrosion	<p>Observations:</p> <ol style="list-style-type: none"> Rust onset occurring at various red iron column bases, columns, base plates & beams. Heavy build-up of soot at exposed red iron/structural steel adjacent to 2nd floor burn room. <p>Recommendations:</p> <ol style="list-style-type: none"> Prep area and re-paint with rust-resistant coating per Rustoleum spec provided in Appendix III. 5* Monitor condition of steel for corrosion & rusting. *6 	<ol style="list-style-type: none"> Low Low



4.2.3 Light Gage Interior Floor Panels/Joists

Item	Observations/Recommendations	Priority
Exposed Light Gage Interior Floor Panels/Joists -Rust -Corrosion	<p>Observations:</p> <ol style="list-style-type: none"> 1. Minor rust occurring at light gage joists at various locations below 2nd floor concrete deck. 2. Heavy soot build-up & areas of rust at 3rd floor light gage floor panels/joists adjacent to 2nd floor burn room. <p>Recommendations:</p> <ol style="list-style-type: none"> 1. Remove rust via sand blasting and/or power tools. Paint this area with a ZRC 221 Cold Galvanizing Compound by ZRC Corporation or comparable galvanizing paint (1.5 mils minimum). 7* 2. Remove rust per 1. Continue to monitor members exhibiting soot buildup for rust or corrosion. 8* 	<ol style="list-style-type: none"> 1. Low 2. Low

4.3 Non-Structural Observations – Visual

4.3.1 Fuel Storage

Item	Observations/Recommendations	Priority
Fuel Source Location	<p>Observations:</p> <ol style="list-style-type: none"> 1. Class A fuel source (Per section 3) being stored near burn Room. <p>Recommendations:</p> <ol style="list-style-type: none"> 1. Remove fuel sources from area adjacent to burn room door to ensure that fire will not spread into unwanted areas. *9 	<ol style="list-style-type: none"> 1. High
Rapelling Anchors	<p>Observations:</p> <ol style="list-style-type: none"> 1. Rapelling anchors and bolts at roof exhibiting rusting/corrosion. <p>Recommendations:</p> <ol style="list-style-type: none"> 1. Ensure covers are installed on the recessed rappelling anchors when not in use. Remove corrosion via hand tools. Paint with ZRC 221 Cold Galvanizing Compound by ZRC Corporation or comparable galvanizing paint (1.5 mils minimum). *9B 	



4.3.2 Burn Rooms

Item	Observations/Recommendations	Priority
Liner System in Annex Burn Room	<p>Observations:</p> <ol style="list-style-type: none"> Numerous areas show screws backing out or missing on the ceilings panels and trims. Minor warping of ceiling panels. <p>Recommendations:</p> <ol style="list-style-type: none"> Periodically tighten all burn room screws to prevent screws from backing out. Use #12x2" stainless steel screws to reattach ceiling Zee trims to panels. The #12 screws should be screwed into place to attach the panels to the zeeks in the proper location (See Appendix II & IV for installation instructions). 10* Monitor ceiling panels for future warping or corrosion. 11* 	<ol style="list-style-type: none"> High None.
Liner System in Burn Room #2 – 2 nd Floor	<p>Observations:</p> <ol style="list-style-type: none"> Heavy warping of all ceiling panels and trims and horizontal bulkhead panels. At some locations, ceiling trim is missing. Minor warping and discoloration of wall panels. Heavily warped wall panels & door trim at north west wall. <p>Recommendations:</p> <ol style="list-style-type: none"> Replace the Westec system on the entire ceiling and bulkhead along with corresponding ceiling and bulkhead trim. See drawings, Appendix IV. 12* Monitor wall panels for future for warping or corrosion. Replace wall panels & door trim at north west wall. See drawings, Appendix IV. 13* 	<ol style="list-style-type: none"> High. High.
Liner System in Burn Room #3 – 2 nd Floor	<p>Observations:</p> <ol style="list-style-type: none"> Minimal warping of wall panels, ceiling panels, and trims. Ceiling trims at various areas missing screws. <p>Recommendations:</p> <ol style="list-style-type: none"> Continue to monitor condition of panels and trim for future warping and discoloration. 14* Fasten ceiling trims to panels with #12 x 3/4" stainless steel hex head self drilling screws at 6 1/2" on center. 15* 	<ol style="list-style-type: none"> None. High.
Burn Room's Wall Studs/Insulation	<p>Observations:</p> <ol style="list-style-type: none"> At each burn room, multiple new penetrations were drilled. A scope camera was inserted into the wall cavities. Wall studs and Westec insulation were viewed. At those locations, studs appeared to show no signs of warping and insulation was intact. <p>Recommendations:</p> <ol style="list-style-type: none"> None. 16*/17* 	<ol style="list-style-type: none"> None.
Pyrometer System	<p>Observations:</p> <ol style="list-style-type: none"> The ceiling probes and Scout pyrometer are currently not being used. Captain Edge communicated the pyrometer needed new batteries. <p>Recommendations:</p> <ol style="list-style-type: none"> Install the required batteries to bring the system operational so heat data can be recorded. 	<ol style="list-style-type: none"> Medium.



Items not inspected – electrical, mechanical, and plumbing (i.e., sprinklers, standpipes, fans, etc.)

5.0 Summary

There is no visible evidence of any deficiencies in the structural integrity of the fire training tower. Structural repairs are not required to allow the continued use of this structure but general maintenance and repairs are required. The maintenance or repairs shown in section 4.0 (above) have been prioritized to ensure that a safe and low maintenance structure is attained. As stated previously, high priority items indicated in section 4.0 must be addressed and rectified before this tower can be used for any future training exercises.

Please note that the condition of the fire training tower will change with the first live fire training evolution conducted after the evaluation. The recommended actions for structural and non-structural items are intended to restore deteriorated areas to good condition in order to prolong the life of the burn trainers. This does not guarantee the burn trainers will remain in good condition for any particular period of time.



Appendix - Photos

1



Rust Marks Along Screw Lines at Exterior Wall Panels/Soot Buildup Adjacent to 2nd Floor Burn Room Door

2



Overall of Hot Dipped Galvanized Exterior Stair Structure

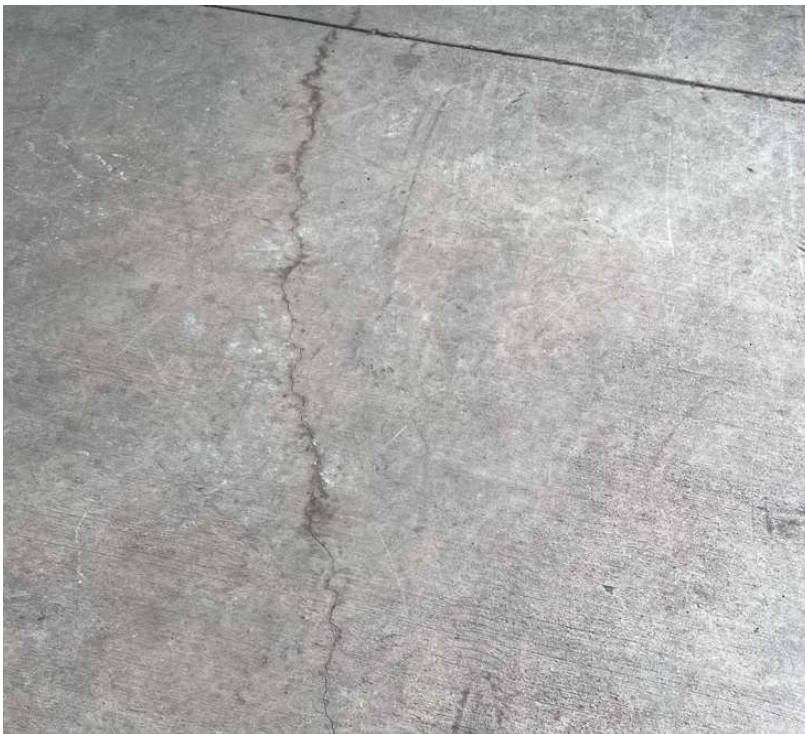


3



Rusting at Exterior Stair Column Baseplate/Rusting at Exterior Stair Grate Treads

4



Hairline Cracking at Exposed Foundation



5



First Floor Columns & Baseplates Exhibiting Rusting/Paint De-lamination

6



Structural Steel Adjacent to 2nd Floor Burn Room



7



Corrosion/Rusting of Light Gage Joists Below 2nd Floor Concrete Deck

8



3rd Floor Floor Joists & Deck (Soot Buildup & Rust)



9



Fuel Source Stored Adjacent to 2nd Floor Burn Room

9B



Rusted Rapelling Anchor



10



Backed out & Missing Ceiling Trim Screws

11



Annex Burn Room w/ Minor Warped Ceiling Panels



12



Burn Room #2 Warped Ceiling Panels & Trim

13



Burn Room #2 Warped Ceiling Panels & Trim / Northwest Wall Panel Heavily Warped & Discolored



14



Burn Room #3 Ceiling Panels, Wall Panels & Trims

15



Burn Room #3 Corner Trim Missing Screws



16



Annex Burn Room – Light Gauge Metal Stud

17



Annex Burn Room Wall Insulation



Appendix II – Service Bulletin

Following these instructions will help keep both the Westec insulating stainless steel system and the Westemp insulating board/panel system in good working order.

The Westec stainless steel panels and trim need to be periodically inspected to ensure that the attachment screws are in place. This periodic inspection should be done after a slight, but noticeable, back-out of the screws begins to occur. These screws should be retightened (fully seated- careful not to strip out) to ensure that the panels and trims remain in place. Failure to follow this recommendation could allow premature degradation to the insulation materials behind the stainless steel covering.

The Westemp panels/boards also need to be periodically inspected to ensure both the attachment screws and washers are in place (with proper torque) and that cracks are not visible in the panels themselves. First ensure that the panel mounting screws are loose enough to allow for thermal expansion. This is done by holding the panel firmly against the wall and attempting to rotate the washers. If the washers won't move, loosen the screw until the washer is loose enough to rotate allowing for thermal expansion of the Westemp panel system (proper torque). Please note that some initial minor "spider" cracking of the panels will occur and this is normal. However, any panels that are cracked/punctured all the way through should be replaced prior to burning because they are no longer providing a thermal barrier for the protection of the structure itself. Generally, Westec panels require periodic retightening of all screws to prevent screws from backing out. Continue to monitor wall panels. If gaps larger than 1/4" begin to appear at panel laps or if the warping does not allow for proper attachment to supports behind the panels, the panels will need to be replaced.

Generally, Westemp panels should be replaced if a crack is wider than 1/16" deep or if a portion of the panel is missing to prevent heat damage to the structure itself. To maximize the life of the Westemp panels, they should be attached with #12 screws and large washers through predrilled 1/2" diameter holes (in the board) to allow for heat expansion and contraction. These attachment screws should be installed at a maximum of two feet on center in all directions with a minimum perimeter distance of 2" from the exterior edge of the panel.

Temperatures of the burn rooms must be continuously monitored to maintain levels below the maximum temperature rating or normal service temperatures of the insulation system. If retightening/reseating of the screws, along with required monitoring and documentation of burn temperatures within these burn rooms is followed, the burn room insulation systems will perform as intended and protect your fire training structure for years to come.

Updates for Westec Insulating Systems: FFI has researched and developed a new screw that will help prevent the back-out of screws. This screw will prolong the time required between tightening and therefore will require less maintenance. We will begin implementing this screw in the new burn rooms shipping out in the second half of 2011.

Updates for Temperature Monitoring: We now offer an improved data logging pyrometer to monitor temperatures within your burn rooms. The new pyrometer now has a download direct to an SD card, removing the need to install software on your computer. These files are date stamped and can be read via text software. Excel users can utilize the visual basic programming provided by FFI for ease of visual graphs and spreadsheets for creating training records. Other features added are an LED backlight, separate battery pack, improved hardware, and a more easily accessible cover removal.



Appendix III – Product Cut Sheets

Paint Cleaning and Care Manual

Care and Maintenance

of TRINAR®, CERAM-A-STAR®, POLYDURE® and ALUM-A-DURE® factory-applied finishes



The factory-applied functional or decorative finish is a baked-on coating designed to give trouble-free performance for years, with little service required.

This brochure serves as a guide to maintaining the aesthetic and protective properties of the coating. It is important to read this brochure thoroughly and completely before attempting to clean, touch-up or repaint factory-finished building panels.

It is the user or their agent's responsibility to select materials and implement procedures specific to the safe, proper and compliant use of cleaning agents, paints and solvents mentioned below.

Cleaning painted surfaces

While factory-applied finishes are so durable that they will last many years longer than ordinary paints, it is desirable to clean them thoroughly on a routine basis. Apparent discoloration of the paint may occur when it has been exposed in dirt-laden atmospheres for long periods of time. Slight chalking may also cause some change in appearance in areas of strong sunlight.

A good cleaning will generally restore the appearance of these coatings and render repainting unnecessary. An occasional light cleaning will also help maintain an aesthetically pleasing appearance.

To maintain the original finish of the coated product, the only regular maintenance necessary is that of annual washing. Mild solutions of biodegradable cleaner or household ammonia will aid in the removal of most dirt, and the following are recommended levels:

- 1.) One cup of Simple Green®, or other non-toxic biodegradable cleaner, which contain less than 0.5% phosphate, dissolved into two gallons of warm water. NOTE: The use of detergents containing greater than 0.5% phosphate is not recommended for use in general cleaning of building panels. NEVER BLEND CLEANSERS OR DETERGENTS WITH BLEACH.
- 2.) One cup of household ammonia dissolved into five gallons of water (room temperature).

Working from the bottom to the top of the coated panels, the panels may be washed with either solution. The use of a well-soaked cloth, sponge, brush (with very soft bristles) and clean water rinse is advised. Do not use a pressure washer.

We do not recommend the use of scouring powders or industrial solvents, since these agents may damage the film. Solvent-containing cleaners such as Fantastic®, however, are very effective and can be used without concern.

If mildew or other fungal growth is a problem and cannot be removed as outlined above, household bleach, mixed at a concentration of one cup of bleach to five gallons of water, along with one cup of a mild soap (e.g., Ivory) to aid wetting, is recommended.

Once the coated product is washed, thorough rinsing with clear water is necessary to eliminate the possibility of residue. Failure to remove all residues from these cleaning steps may damage the film.



Repainting of coated metal panels – including metal roofing building panels

To repaint your factory-finished metal panels, great care must be taken to prepare the factory-applied surface and to carefully assess the adhesion between this well-prepared surface and the coating to be used to repaint the surface.

Field painting of TRINAR, CERAM-A-STAR, POLYDURE and ALUM-A-DURE finishes often requires special considerations. Oil-based Alkyd house paint must not be applied over factory-applied finishes. This entire section must be carefully read before attempting field repainting of building panels.

A. Surface preparation

Any metal panel surface to be repainted must be properly prepared to assure the continued performance of the coating system. The following five problem areas must be addressed before the repainting process can begin:

1.) Dirt and mildew

Dirt, loose chalk and mildew must be removed as recommended by the cleaning method outlined in the section, "Cleaning Painted Surfaces." Heavier dirt accumulations, which must be addressed prior to repainting, may necessitate the use of a dilute solution of Spic and Span® (1 cup into 5 gallons of warm water). NOTE: Detergent containing greater than 0.5% phosphate is recommended only as a preparation prior to re-painting. Do not use such detergents for routine cleaning.

Always rinse the surface thoroughly to remove any of the agents used in the cleaning procedure. Residual cleaners left on the surface will damage the adhesion of the newly applied paint system.

2.) Surface imperfections

Minor scratches, which have not left the metal substrate exposed, can be lightly sanded or buffed to create a smoother surface. Care must be taken, however, not to expose the substrate. Once this exposed condition exists, the likelihood for rusting is greatly increased. Should the metal substrate be observed during this operation, see the following paragraph.

3.) Exposed metal and rust

Exposed metal minimum surface preparation is Hand Tool Cleaning per SSPC-SP2¹ and use of a primer specifically designed to protect any exposed galvanized steel metal from corrosion.¹ Care must be taken, however, not to destroy the galvanized surface. Before priming the metal panel, test for adequate intercoat adhesion (see Section 2 of the Repainting section). Allow sufficient time for the primer to dry before applying the topcoat.

For severely rusted metal panels the recommended preparation is SSPC-SP7¹ – Brush-Off Blast Cleaning. AkzoNobel's Water-Based Epoxy Maintenance Coat, or a maintenance primer designed for use on hot dipped galvanized steel, is recommended to protect the metal panel from further rusting.

4.) Additional surface preparation required for new metal panels

There may still be a layer of factory-applied wax on the surface of the metal panel if it has been installed within the last two years. This material is used to protect the panels during forming and transit, and failure to remove this material will result in poor intercoat adhesion with resultant peeling or flaking of the new coating.

To remove this wax, it will be necessary to lightly scuff the surface with a GRAY (not green) 3M Synthetic Steel Wool pad (equivalent to "000" steel wool) saturated with soapy water. A final wipe and rinse should be done using clean water only, to remove any loose dust or soapy film. Once this procedure is completed, perform the adhesion test in Appendix A to assure that acceptable adhesion is evident. If poor adhesion is still observed, repeat step #4.

It is imperative, of course, that the factory finish itself not be removed during this process. It is necessary to once again test the intercoat adhesion according to Appendix A. If the test results still indicate poor intercoat adhesion, DO NOT PROCEED! Contact your metal panel supplier immediately.

¹ AkzoNobel's Water-Based Epoxy Maintenance Coat, WA9C32800/GW9C32796 or equivalent primer specifically designed for adhesion to galvanized steel.

B. Repainting

1.) Paint

After the metal panels have been properly prepared, they must be coated within 24 hours. (See section D for coatings supplied by AkzoNobel for professional application) As an alternative, exterior acrylic latex DTM (direct to metal) paint may be used. Oil-based Alkyd house paint must not be applied over factory-applied finishes. Before repainting the metal panels, however, it is imperative that the intercoat adhesion be ascertained. See the following section.

2.) Testing for adequate intercoat adhesion

Only after the surface has been carefully prepared and the intercoat adhesion between the repaint material and the metal panels is known to be acceptable should you proceed in repainting your metal panels. Without sufficient intercoat adhesion, delamination after long term exposure may be encountered. (See Appendix A that describes a method to ascertain the intercoat adhesion properties.)



NOTE: It is the sole responsibility of the person doing the repainting to ascertain if acceptable intercoat adhesion is being achieved. AkzoNobel is not responsible for any intercoat adhesion failure or any other unsatisfactory condition result from field coating application to factory-painted panels, either immediately or over time.

3.) Minor scratch touch-up with CERAM-A-CRYL® II

Review section A for surface preparation requirements before using CERAM-A-CRYL II to touch-up minor defects.

Brush Application

CERAM-A-CRYL II coatings are formulated for fast drying and are not ideally suited for brush application in large areas. However, they can be used successfully for spot or scratch touch-up repair and for small area painting. Apply CERAM-A-CRYL II, as supplied, without reduction, as you would any other brushable coating. Work quickly to smooth out brush marks before the coating dries. Use EXP5050, Reducing solvent for cleanup.

4.) Minor scratch touch-up with TRINAR AQUA

Review section A for surface preparation requirements before using TRINAR AQUA to touch-up minor defects.

Brush Application

TRINAR AQUA coatings are formulated for fast drying and are not ideally suited for brush application in large areas. However, they can be used successfully for spot or scratch touch-up repair and for small area painting. Apply TRINAR AQUA, as supplied, without reduction, as you would any other brushable coating. Work quickly to smooth out brush marks before the coating dries. Use Methyl Ethyl Ketone solvent for cleanup.

WARNING: Enforce NO SMOKING and remove all sources of ignition when EXP5050, Reducing Solvent, CERAM-A-CRYL II and TRINAR AQUA coatings are used.

C. Additional precautions and other recommendations

CERAM-A-CRYL II and TRINAR AQUA coatings contain petroleum distillates. Wash hands thoroughly after use. Keep all containers away from heat, sparks and flame. Use only with adequate ventilation. Avoid breathing CERAM-A-CRYL II and TRINAR AQUA vapor or mist and prolonged or repeated contact with skin.

Keep closures tight and containers upright to prevent leakage. In case of spillage, absorb and dispose of all materials in accordance with applicable government regulations.

D. AkzoNobel repaint coatings

If you are considering repainting your building, a family of premium coatings has been developed by AkzoNobel to assure the long-term performance of your metal structure.

CERAM-A-CRYL II: silicone-modified acrylic topcoat

CERAM-A-CRYL II is a highly durable coating recommended for repainting non-corroded, weathered metal panels. The coating system is comprised of a Silicone-modified Acrylic coating, intended for use as a one-coat or two-coat material applied over factory-prepainted panels. Obtain a copy of the CERAM-A-CRYL II, Silicone-modified Acrylic Repaint Finish application guide for additional information.

TRINAR AQUA: fluoropolymer topcoat

TRINAR AQUA is an extreme high durability coating recommended for repainting non-corroded, weathered metal panels. The coating system

is comprised of a polyvinylidene fluoride polymer modified with acrylic, intended for use as a two-coat material applied over factory-prepainted panels. Obtain a copy of the TRINAR AQUA, Water-based Air-dry Fluoropolymer application guide for additional information.

Water-Based Epoxy Maintenance Coating – WA9C32800 and GW9C32796

Two component primer/sealer designed for application over prepainted and bare metal substrates. Maintenance Coat is recommended for sealing aged plastisol coatings, cut edge corrosion, priming metal building roofs and side walls. Intended to be topcoated with AkzoNobel CERAM-A-CRYL II or TRINAR AQUA topcoats. Obtain a copy of the Water-Based Epoxy Maintenance Coating application guide for additional information.

Gray Tiecoat – VA0C31630 and UC0C31631

Designed to provide optimum adhesion to newly erected metal panels. Gray Tiecoat is recommended for metal panels that have less than two years' exposure to the environment. Intended to be topcoated with AkzoNobel CERAM-A-CRYL II or TRINAR AQUA topcoats. Obtain a copy of the Gray Tiecoat application guide for additional information.

Appendix A - evaluating intercoat adhesion

- 1.) After properly cleaning the surface to be repainted, paint a 4" x 4" area with the repaint material according to the manufacturer's instruction. Allow to dry completely before proceeding.
- 2.) Use a utility knife to cut a two-inch "X" into the repaint coating.
- 3.) Place a three-inch strip of Scotch® 610 tape over the "X" and rub 10 times with heavy pressure leaving a half inch of tape free for removal.
- 4.) Pull the tape back over itself at a 180° angle.
- 5.) Examine the tape and the metal panel for any signs of paint removal.

If the tape removes more than 1/16" of the repaint material from the "X" cut, the intercoat adhesion is inadequate.

1 SSSP-SP2 – Hand Tool Cleaning

Hand Tool Cleaning removes all loose mill scale, loose rust and other detrimental foreign matter. It is not intended that adherent mill scale, rust and paint be removed by this process. Mill scale, rust and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before hand tool cleaning, remove visible oil, grease, soluble welding residues and salts by the methods outlined in SSPC-SP1*. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No. 2.

2 SSSP-SP7 - Brush-Off Blast Cleaning

A Brush-Off Blast Cleaned surface when examined without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust and loose paint. Tightly adherent mill scale, rust and paint may remain on the surface. Mill scale, rust and coating are considered adherent if they cannot be removed by lifting with a dull putty knife. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1* or other agreed-upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP7/NACE NO. 4.

3 SSSP-SP1 – Solvent Cleaning

Solvent Cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No. 1.



For more information, please contact:

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We've been pioneering a world of possibilities to bring surfaces to life for well over 200 years. As experts in making coatings, there's a good chance you're only ever a few meters away from one of our products. Our world class portfolio of brands - including Dulux, International, Sikkens and Interpon - is trusted by customers around the globe. We're active in more than 150 countries and have set our sights on becoming the global industry leader. It's what you'd expect from the most sustainable paints company, which has been inventing the future for more than two centuries.

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Red Iron Paint Spec

EPOXY RUST-OLEUM® 	TECHNICAL DATA 9100 SYSTEM DTM EPOXY MASTIC	RO-51
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DESCRIPTION AND USES

The 9100 System DTM Epoxy Mastic is a two-component, high solids epoxy coating for use in moderate to severe environments. It is specifically designed for application directly on sound rusted steel with minimum surface preparation. It can also be used on clean steel, galvanized metal, concrete (including concrete floors), previously coated and slightly damp surfaces. It may also be used for water immersion service, using the DTM Epoxy Mastic standard premix bases only with 9102402 Immersion Activator. (Note: Do not use for immersion service in potable water tanks). The DTM Epoxy Mastic can be used indoors or out. While exposure to sunlight and certain interior lighting conditions causes fading and chalking of all epoxy type coatings, these changes are cosmetic in nature only and film integrity and performance will not be adversely affected.

The 9100 System complies with USDA FSIS regulatory sanitation performance standards for food establishment facilities. This coating is impervious to moisture and easily cleaned and sanitized.

Epoxy coatings will yellow with age. This is most noticeable with interior applications of white or light colors which are not subjected to bleaching from Sunlight. Note: 9102402 Immersion Activator and 9104402 Fast-Cure Activator produce a semi-gloss finish. Also, using the 9104402 Fast-Cure Activator may result with a slight colorshift when compared with products using the 9101402 Standard Activator.

PRODUCTS

BASE COMPONENT

1-Gallon	5-Gallon	Description
9115402	—	Aluminum
9122402	—	Marlin Blue
9125402	—	Safety Blue
9133402	—	Safety Green
9145402	—	Equipment Yellow
9165402	—	Regal Red
9168402	—	Tile Red
9171402	9171300	Dunes Tan
9179402	—	Black
9182402	9182300	Silver Gray
9186402	9186300	Navy Gray
9192402	—	White
9144402	9144300	Safety Yellow
266693	266697	Buff

Made-to-Order only. Contact Rust-Oleum Customer Service for details.

PRODUCTS (cont.)

ACTIVATOR

1-Gallon	5-Gallon	Description
9101402	9101300	Standard Activator
9102402**	9102300	Immersion Activator
9103402	9103300	Low Temp Activator
9104402**	A910008300	Fast Cure Activator

** Not for use with tint bases.

TINT BASES

1-Gallon	5-Gallon	Description
9105405	—	Red
9106405	—	Yellow
9107405	9107375	Masstone
9108421	9108381	Deep
9109408	9109388	Light

Tint bases use the Rust-Oleum 2020 Colorants. Selected color formulas are available for use with Evonik 844 Colorants. Contact Rust-Oleum for the 844 formula book.

Agriculture Canada accepted: 9115, 9145, 9165, 9171, 9179, 9186, 9192 and 9101.

COMPANION PRODUCTS

RECOMMENDED PRIMERS

System is self-priming

COMPATIBLE PRIMERS

Extended Recoat Epoxy Primers (9300 System)

COMPATIBLE TOPCOATS

3700 System DTM Acrylic Enamel

3100 System Speedy-Dry DTM Acrylic Enamel

9400 System High Gloss Polyester Urethane***

9700 System 250 VOC Acrylic Polyester Urethane***

9800 System DTM Urethane Mastic***

***Do not use over 9115402 Aluminum



TECHNICAL DATA

9100 SYSTEM DTM EPOXY MASTIC

PRODUCT APPLICATION

ALL SURFACES: Remove all dirt, grease, oil, salt and chemical contaminants by washing the surface with Pure Strength® Cleaner/Degreaser item #3599402 or other suitable cleaner. Rinse with fresh water and allow to dry.

STEEL: Hand tool (SSPC-SP-2) or power tool (SSPC-SP-3) clean to remove loose rust, scale, and deteriorated previous coatings to obtain a sound rusted surface. For optimum corrosion resistance, abrasive blast to commercial grade SSPC-SP-6, with a blast profile of 1-2 mils (25-50 µ).

STEEL (IMMERSION): Abrasive blast clean to a minimum SSPC-SP-10 Near White Grade (NACE 2) and achieve a surface profile of 1.5-3 mils. All weld spatter must be removed along weld seams, rough welds should be ground smooth, and all sharp edges should be ground to a smooth radius.

PREVIOUSLY COATED: Previously coated surfaces must be sound and in good condition. Smooth, hard, or glossy finishes should be scarified by sanding or sweep blasting to create a surface profile. The DTM Epoxy Mastic is compatible with most coatings, but a test patch is suggested. **WARNING!** If you scrape, sand or remove old paint from any surface, you may release lead paint dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a wet mop or HEPA vacuum. Before you start, find out how to protect yourself and your family by contacting the U.S.EPA/Lead Information Hotline at 1-800-424-LEAD or log onto www.epa.gov/lead.

GALVANIZED METAL: Remove oil, dirt, grease and other chemical deposits with Pure Strength® Cleaner/Degreaser item #3599402 or other suitable cleaner. Remove loose rust, white rust or deteriorated old coatings by hand or power tool cleaning or brush off blasting. Rinse thoroughly with fresh water and allow to fully dry.

CONCRETE OR MASONRY: New concrete or masonry must cure 30 days before coating. Any concrete surface must be protected from moisture transmission from uncoated areas. Remove all loose, unsound concrete. Remove laitance and create a surface profile by either acid etching with Rust-Oleum 108402 Cleaning and Etch Solution, or by grinding. Surface sealers and curing agents must be removed by grinding.

APPLICATION

Airless spray is the preferred method of application. However, brush, roller, or air-atomized spray may also be used. Refer to table for thinning recommendations. For proper performance, a dry film thickness of 5-8 mils per coat is required. Excessive brushing or rolling may reduce film thickness. Apply a second coat if necessary to achieve the recommended film thickness.

PRODUCT APPLICATION (cont.)

Use the DTM Epoxy Mastic with 9101402 Standard Activator or 9104402 Fast Cure Activator at air temperatures between 50-120°F (10-49°C) and when the surface temperature is at least 5°F (3°C) above the dew point and less than 120°F (49°C). Low curing temperatures and/or condensation on the film while curing can affect appearance in the form of an amine blush. This can generally be removed with soap and water, however, in a case of extreme blushing, the performance of the coating may be slightly affected.

When application temperatures are between 40-60°F (5-15°C) and when the surface temperature is at least 5°F (3°C) above the dew point, use the DTM Epoxy Mastic with the 9103402 Low Temperature Activator. Do not apply the material if the temperature is expected to fall below 40°F in the first 24 hours of cure. At 40°F, full cure will be achieved in 7 days.

For water immersion service, use the DTM Epoxy Mastic with the 9102402 Immersion Activator. Do not use the 9102402 Immersion Activator with tint bases. This system may be used for both salt and fresh water; do not use for the inside of potable water tanks. Apply at air and surface temperatures between 60-100°F (15-38°C), when the surface temperature is at least 5°F (3°C) above the dew point, and when relative humidity is below 85%. Apply two coats alternating color between coats to ensure complete hide. Allow 7 days cure after application of the second coat before immersion.

NOTE: The 9104402 Fast Cure Activator may also be used in water immersion. Allow 7 days for full cure prior to beginning immersion service. Do not use tinted colors in water immersion.

NOTE: If using 9102 Immersion Activator or the 9103 Low Temp Activator and curing time exceeds 72 hours, the surface must be scarified by sanding, or other method, prior to application of an additional coat or other finish coating.

Pools

When used with 9102402 Immersion Activator, the DTM Epoxy Mastic premix bases can be used as a pool coating over existing epoxy pool coatings, new bare concrete, plaster, gunite, and fiberglass. The pool must be completely empty and dry before coating. After pool is emptied, this typically requires 7-10 days depending on temperature and humidity. To test the dryness of concrete, gunite or plaster pool surfaces, securely tape a 2 ft. by 2 ft. piece of clear plastic onto a horizontal and vertical surface at the deep end of the pool. Check after 24 hours. If water condensation is visible under the plastic, this is an indication that the surface is not completely dry, and NOT suitable for coating. Allow additional dry time and retest. Follow surface preparation, mixing and application instructions. Avoid painting in midday sun. Application is recommended early in the day or late in the afternoon when at least 2 hours of sunlight remain after completion of the job.



TECHNICAL DATA

9100 SYSTEM DTM EPOXY MASTIC

PRODUCT APPLICATION (cont.)

Allow minimum of 5-7 sunny days cure before filling pool. Early contact with water can cause premature fading, chalking and blistering. Super chlorinated water can cause a bleached out look. Sunlight and UV will cause chalking and fading. **Do not** use over: 1) chlorinated rubber, 2) synthetic rubber, 3) vinyl, 4) acrylic. See Note in Performance Characteristics Section on Page 3.

EQUIPMENT RECOMMENDATIONS

(Comparable equipment also suitable.)

BRUSH: Use a good quality natural or synthetic bristle brush.

ROLLER: Use a good quality lamb's wool or synthetic fiber (3/8-1/2" nap).

AIR-ATOMIZED SPRAY:

Method	Fluid Tip	Fluid Rate	Atomization Pressure
Pressure	0.055-0.070	10-16 oz./min.	25-60 psi
Siphon	0.055-0.070	—	25-60 psi
HVLP	0.043-0.070	8-10 oz./min.	10 psi (at tip)

AIRLESS SPRAY:

Fluid Pressure	Fluid Tip	Filter Mesh
1,800-3,000 psi	0.013-0.017	100

THINNING

Thinning is normally not required, except for air-atomized spray. For air-atomized spray application, thin only up to 10% by volume with 160402 Thinner after the components have been mixed. If the coating is going to be used in immersion service, 9102 or 9104 activator, then, use up to 10% 165402 Thinner for air-atomized spray and up to 5% of 165402 Thinner for airless spray.

NOTE: Addition of more than 10% of 160402 or 165402 Thinner will cause VOC to exceed 340 g/l. In this case, 333402 VOC exempt thinner can be used if needed.

MIXING

Both the base and activator components are highly pigmented. Mix each component thoroughly to ensure any settled pigment is re-dispersed before combining the components together. Combine at a 1:1 ratio by volume in a container large enough to hold the total volume. Mix thoroughly for 2-3 minutes. Power mixing is preferred. Do not mix more material than you plan to use within the listed pot life.

CLEAN-UP

Use 160402 or 165402 Thinner.

SHELF LIFE

Base components	3 years [†]
Activators	2 years [†]

[†]Unopened containers. Some settling may occur requiring mechanical mixing to redisperse pigment.

PERFORMANCE CHARACTERISTICS

System Tested

Topcoat: DTM Epoxy Mastic with 9101 Activator

PENCIL HARDNESS

METHOD: ASTM D3363

RESULT: B (7 days), 4H (30 days)

CONICAL FLEXIBILITY

METHOD: ASTM D522

RESULT: >32%

CYCLIC PROHESION

Rating 1-10, 10=best

METHOD: ASTM D5894, 2300 hours

RESULT: 10 ASTM D714 for blistering

RESULT: 10 ASTM D1654 for corrosion

IMPACT RESISTANCE (direct)

METHOD: ASTM D2794

RESULT: 160 in.-lbs.

TABER ABRASION

METHOD: ASTM D4060 CS-17 wheel, 500 g. load, 1000 cycles

RESULT: 125 mg loss

GLOSS

METHOD: ASTM D4587

RESULT: 80%

Refer to the Rust-Oleum Industrial Brands Catalog Form # 206275, for chemical and corrosion resistance.

NOTE: In swimming pool service, early chalking may occur if the water pH is outside the range of 7.2-7.6 and/or if the water temperature exceeds 100°F (38°C).

CAUTION: Exposure of the 9100 System during the curing stage of the coating to the by products of propane combustion may cause discoloration to occur. During application and curing, propane fueled fork lifts and other vehicles or propane fueled heaters should not be used in the area until the coating is fully cured. At least 72 hours.



TECHNICAL DATA

9100 SYSTEM DTM EPOXY MASTIC

PHYSICAL PROPERTIES

		9101 Activator	9102 Immersion Act.	9103 Low Temp. Act.	9104 Fast-Cure Act.
Resin Type		Aliphatic Amine converted Epoxy	Polyamide converted Epoxy	Aliphatic Amine converted Epoxy	Polyamide/modified Amine converted Epoxy
Inhibitive Pigment		Calcium Borosilicate	Calcium Borosilicate	Calcium Borosilicate	Calcium Borosilicate
Solvents		Xylene, Methyl Isobutyl Ketone, 1-Methoxy-2-propanol	Xylene, Methyl Isobutyl Ketone, 1-Methoxy-2-propanol	Xylene, Methyl Isobutyl Ketone, 1-Methoxy-2-propanol	Xylene, Methyl Isobutyl Ketone, 1-Methoxy-2-propanol
Weight^{††}	Per Gallon	11.4-12.6 lbs.	11.4-12.6 lbs.	9.3-10.4 lbs.	12.0-13.0 lbs.
	Per Liter	1.4-1.5 kg	1.4-1.5 kg	1.1-1.2 kg	1.4-1.6 kg
Solids^{††}	By Weight	86-89%	79-82%	78-81%	81-83%
	By Volume	78-81%	65-68%	72-75%	67-69%
Volatile Organic Compounds^{††}		<340 g/l (2.84 lbs./gal.)	<340 g/l (2.84 lbs./gal.)	<250 g/l (2.08 lbs./gal.)	<340 g/l (2.84 lbs./gal.)
Mixing Ratio		1:1 Act.:Base (by vol.)	1:1 Act.:Base (by vol.)	1:1 Act.:Base (by vol.)	1:1 Act.:Base (by vol.)
Recommended Dry Film Thickness (DFT) Per Coat		5-8 mils (125-200µ)	5-8 mils (125-200µ)	5-8 mils (125-200µ)	5-8 mils (125-200µ)
Wet Film to Achieve DFT (unthinned material)		6.5-10.5 mils (162.5-262.5µ)	7.5-12.0 mils (187.5-300µ)	7-11 mils (175-275µ)	7.5-12.0 mils (187.5-300.0µ)
Theoretical Coverage at 1 mil DFT (25µ)		1250-1300 sq. ft./gal. (30.8-32.0 m ² /l)	1045-1090 sq. ft./gal. (25.7-26.8 m ² /l)	1155-1200 sq. ft./gal. (28.4-29.5 m ² /l)	1075-1100 sq. ft./gal. (26.4-27.3 m ² /l)
Practical Coverage at Recommended DFT (assumes 15% material loss)		125-225 sq. ft./gal. (3.1-5.5 m ² /l)	100-175 sq. ft./gal. (2.5-4.3 m ² /l)	125-200 sq. ft./gal. (3.1-5.0 m ² /l)	115-190 sq. ft./gal. (2.8-4.7 m ² /l)
Induction Period		None required	30 min. (60 min. at 60-70°F)	None required	15 minutes
Pot Life^{†††}	2 gallons	2-4 hours at 70°F (21°C), 2 hours at 90°F (32°C)	1-2 hours at 90°F (32°C) <1 hour at 90°F (32°C)	2-4 hours at 70°F (21°C) 2 hours at 70°F (21°C)	3-5 hours at 60°F (15°C) 3 hours at 60°F (15°C)
	10 gallons	2 hours at 70°F (21°C)	<1 hour at 90°F (32°C)	2 hours at 70°F (21°C)	2 hours at 60°F (15°C)
Dry Times at 50% Relative Humidity	Tack-free	6-8 hours at 70°F (21°C)	12-24 hours at 50°F (10°C)	6-8 hours at 70°F (21°C)	16-20 hours at 40°F (5°C)
	Handle	6-12 hours at 70°F (21°C)	48-72 hours at 50°F (10°C)	8-14 hours at 70°F (21°C)	22-26 hours at 40°F (5°C)
	Recoat	16 hours to 1 year [†] 70°F (21°C)	72 hours to 1 year [†] 50°F (10°C)	16-72 hours at 70°F (21°C)	24 hours to 1 year [†] 70°F (21°C)
Dry Heat Resistance		300°F (149°C), Color may shift above 150°F (66°C)	300°F (149°C), 125°F (52°C): for immersion service Color may shift above 150°F (66°C)	300°F (149°C), Color may shift above 150°F (66°C)	300°F (149°C), Color may shift above 150°F (66°C)
Warning!		FLAMMABLE LIQUID AND VAPOR. HARMFUL IF INHALED. CAUSES RESPIRATORY TRACT, EYE AND SKIN IRRITATION. MAY AFFECT THE BRAIN OR NERVOUS SYSTEM CAUSING DIZZINESS, HEADACHE OR NAUSEA. MAY CAUSE ALLERGIC SKIN REACTION. FOR INDUSTRIAL OR COMMERCIAL USE ONLY. REFER TO MATERIAL SAFETY DATA SHEET (MSDS) FOR ADDITIONAL INFORMATION.			

^{††} Activated material.

^{†††} Pot life is affected by air temperature, amount of material activated and quantity of thinner used. Avoid activating large quantities at temperatures above 80°F (27°C). At temperatures above 90°F (32°C), the pot life of unthinned material in 5 gallon pails may be very short (less than one hour). In hot weather, thin activated material with 10% 160 Thinner or 165 Thinner for 9102 activated material. Final gloss maybe slightly higher for coating applied near the end of the potlife.

[†] If recoat time is extended, be sure the surface is clean and free of all contamination prior to coating. Actual environmental conditions may affect results, so a trial is suggested to ensure acceptable results.

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.



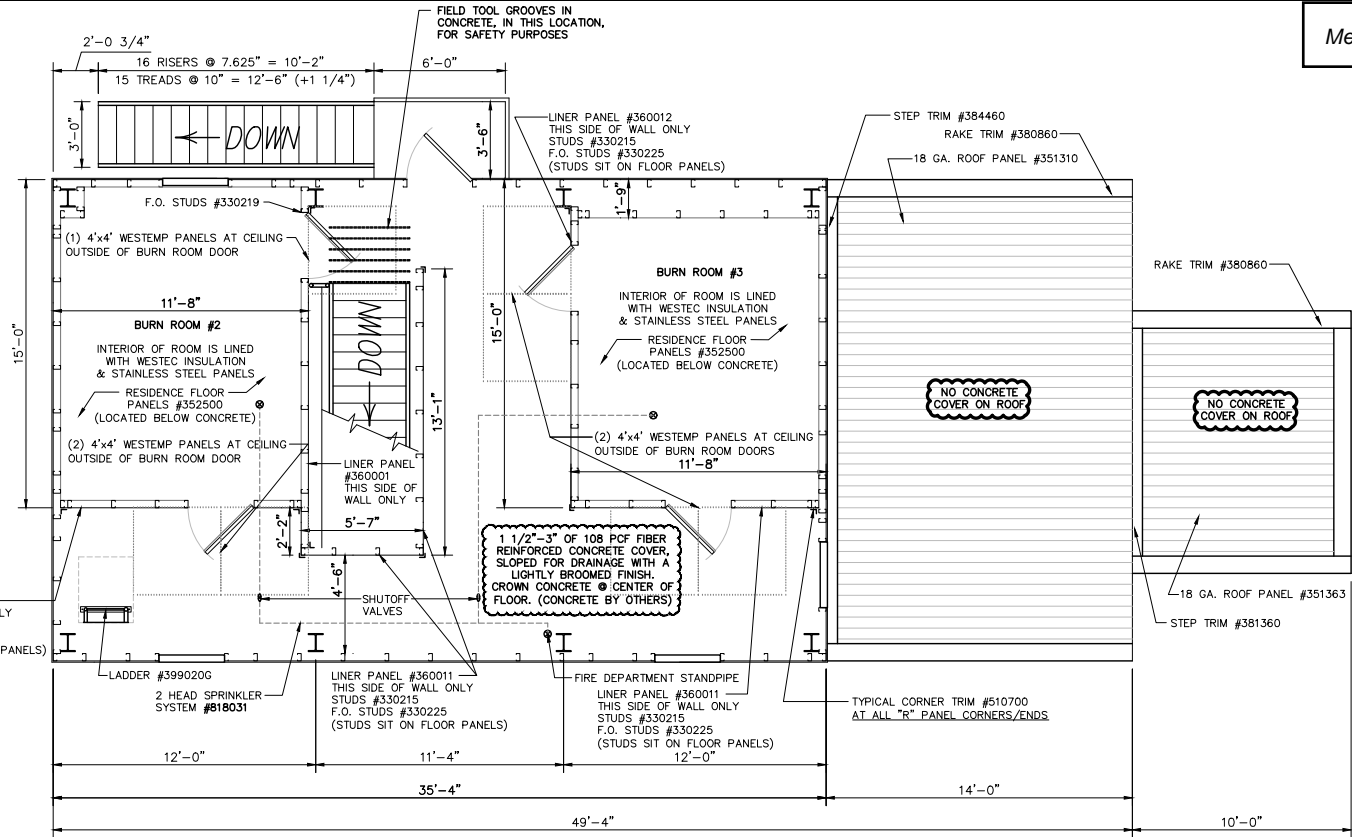
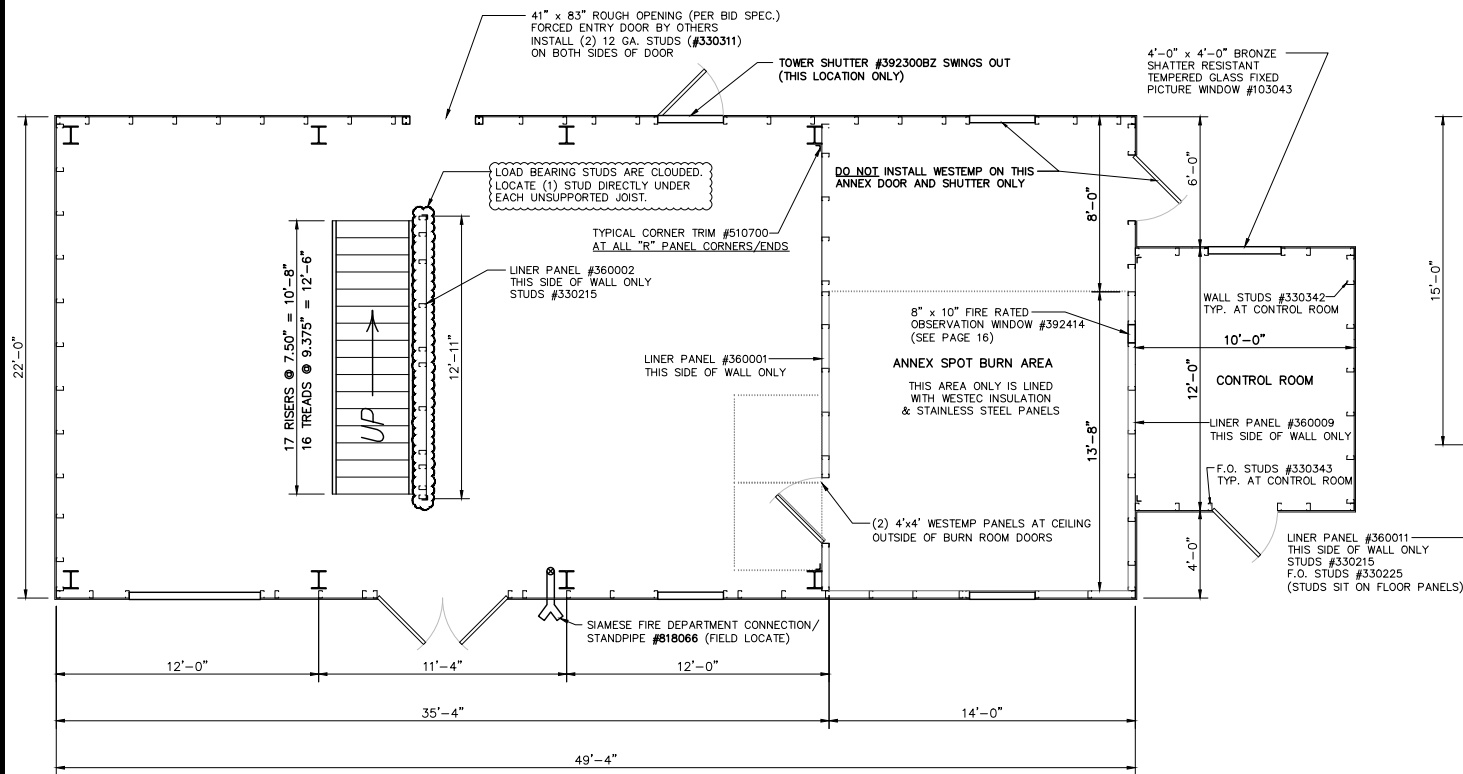
Rust-Oleum Corporation
11 Hawthorn Parkway
Vernon Hills, Illinois 60061
An RPM Company

Phone: 877-385-8155
www.rustoleum.com/industrial

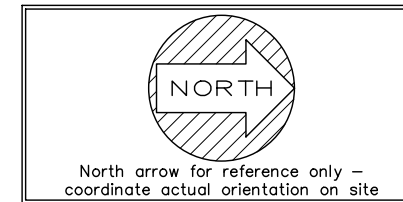
Form: CS515
Rev.: 041014



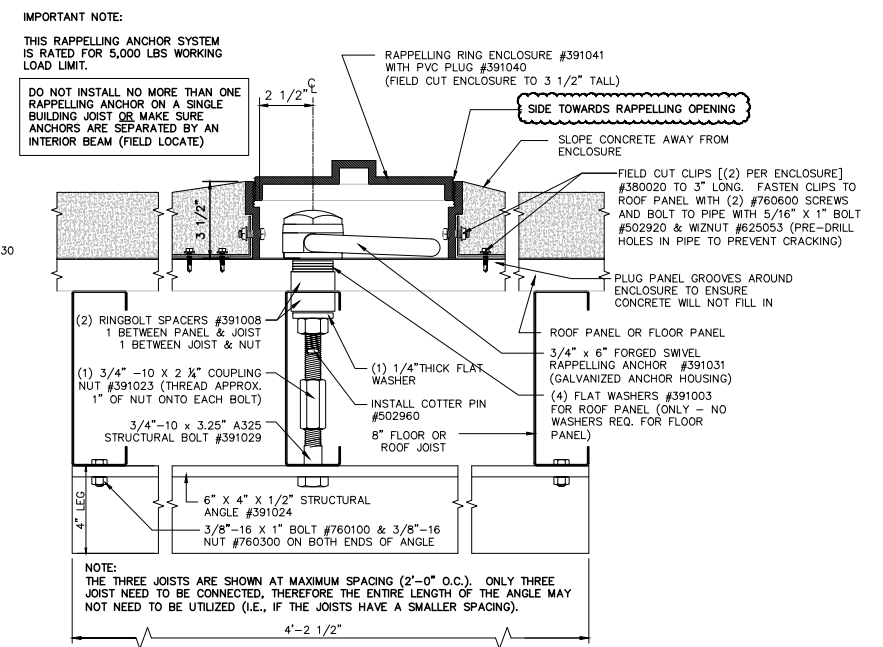
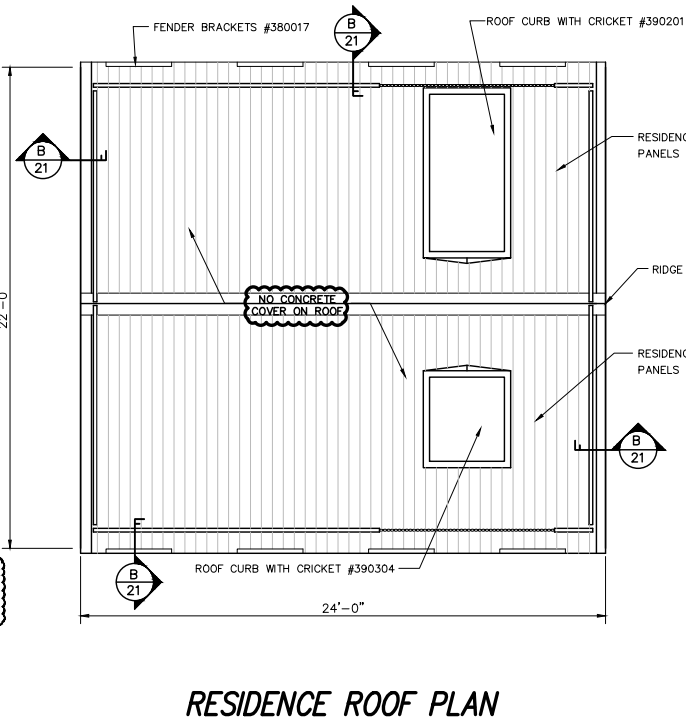
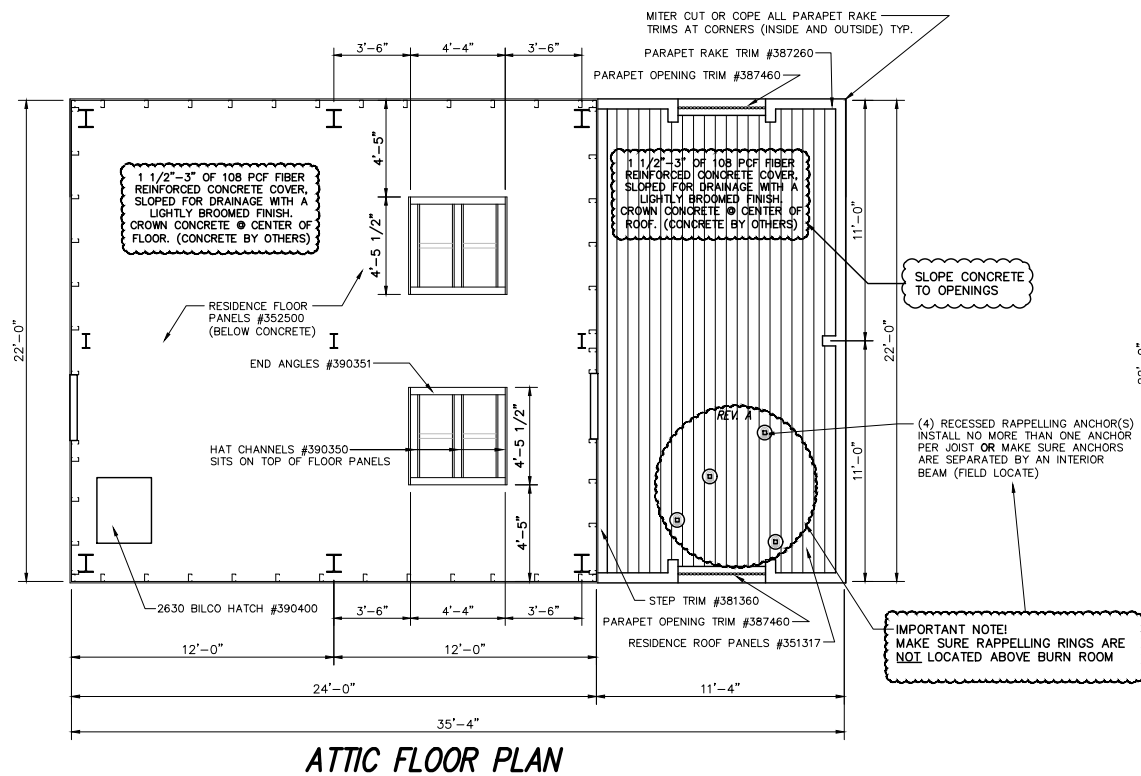
Appendix IV – Drawings – Fire Facilities Burn Room Details



**NOTE: ALL SHUTTERS (#392100BZ) IN TOWER SWING IN, UNLESS OTHERWISE SHOWN
ALL SHUTTERS (#392300BZ) IN BURN ROOM AND ATTIC SWING OUT, UNLESS OTHERWISE SHOWN**

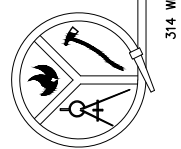


DESIGN LOADS:
 ROOF LIVE LOAD: 100 PSF
 FLOOR LIVE LOAD: 100 PSF
 WIND LOAD: 90 MPH; EXP C
 SEISMIC DESIGN CAT: C
 SITE CLASS: D
 DESIGN CODE: IBC 2006 & NFPA 1402



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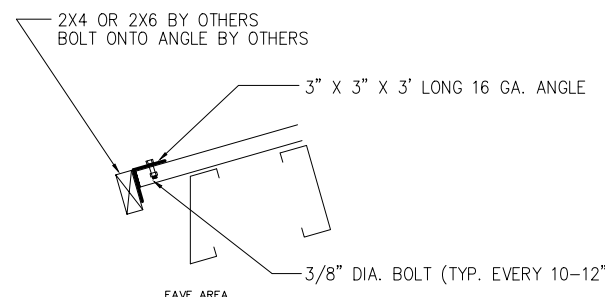
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WESCO MODEL WH-2
 CUSTOM
 CARTERSVILLE, GA

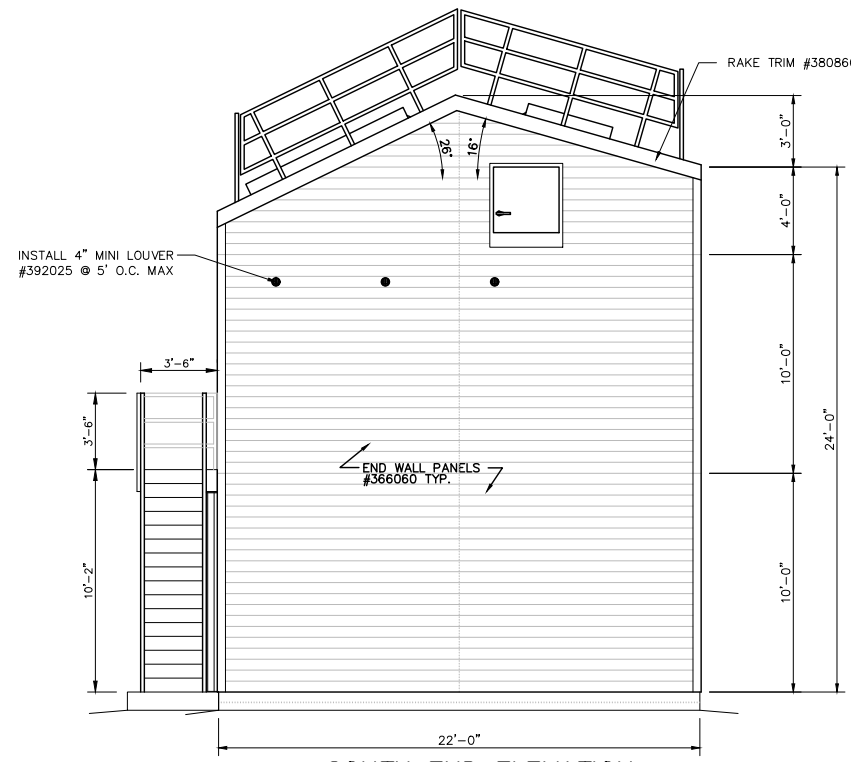
Job Description:
 Sheet Title:
 FLOOR PLANS

Date: JULY 7, 2009
 Drawn by: GWL
 Checked by: SPW
 Scale: SHOWN
 Order No. FTE-509 \ 116324
 Sheet No.



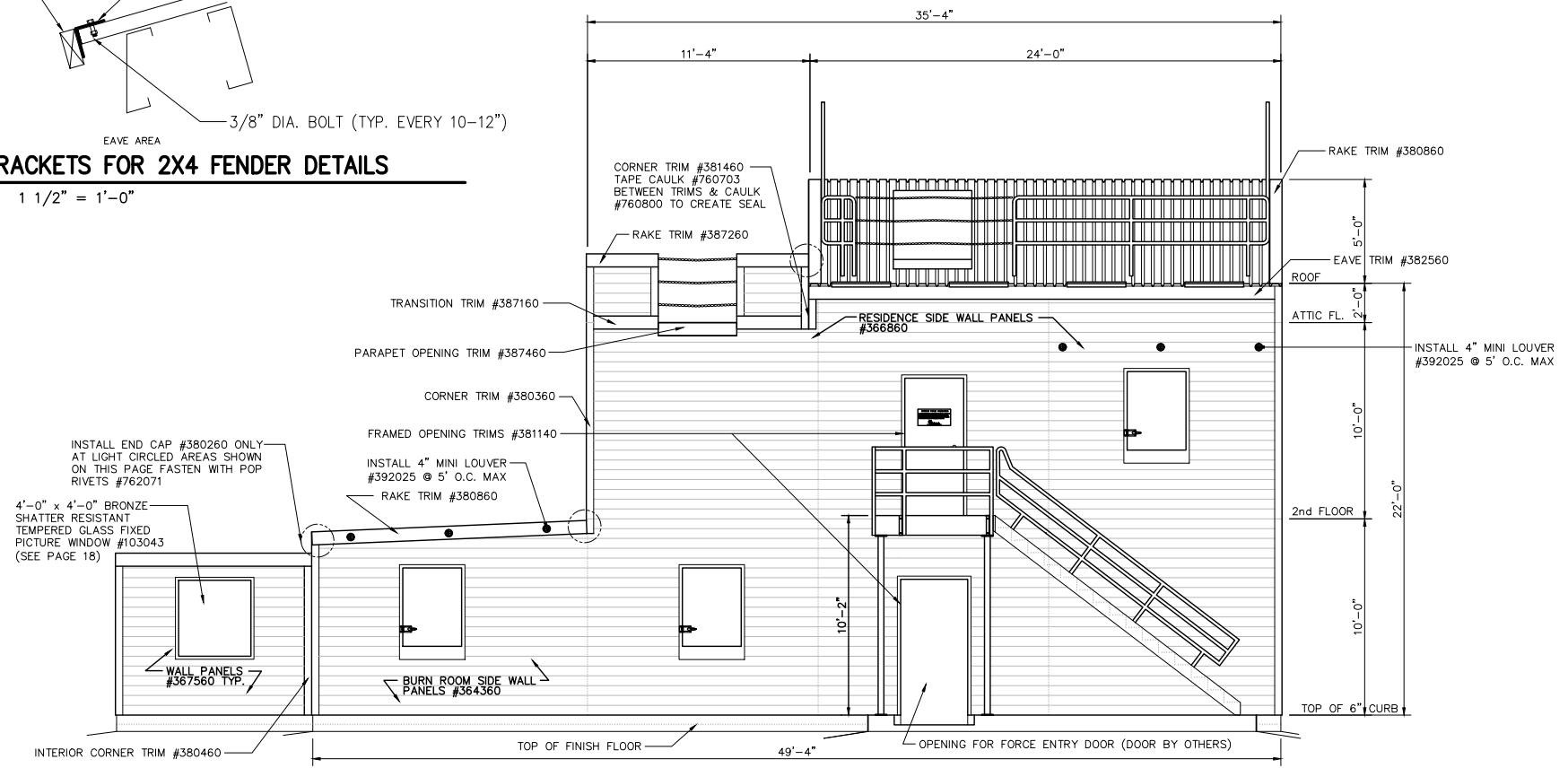
BRACKETS FOR 2X4 FENDER DETAILS

scale: 1 1/2" = 1'-0"



SOUTH END ELEVATION

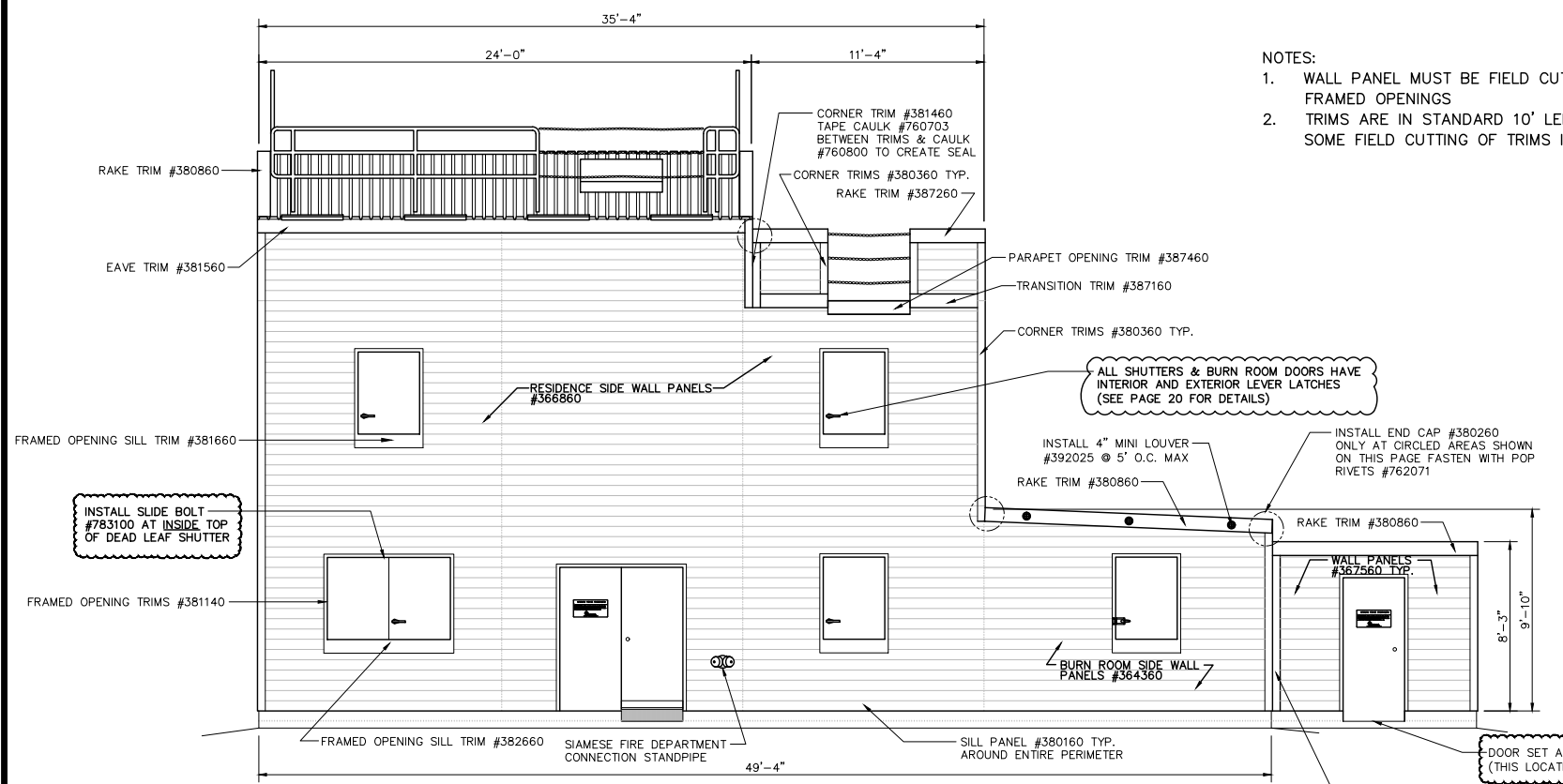
SCALE: 1/4" = 1'-0"



WEST SIDE ELEVATION

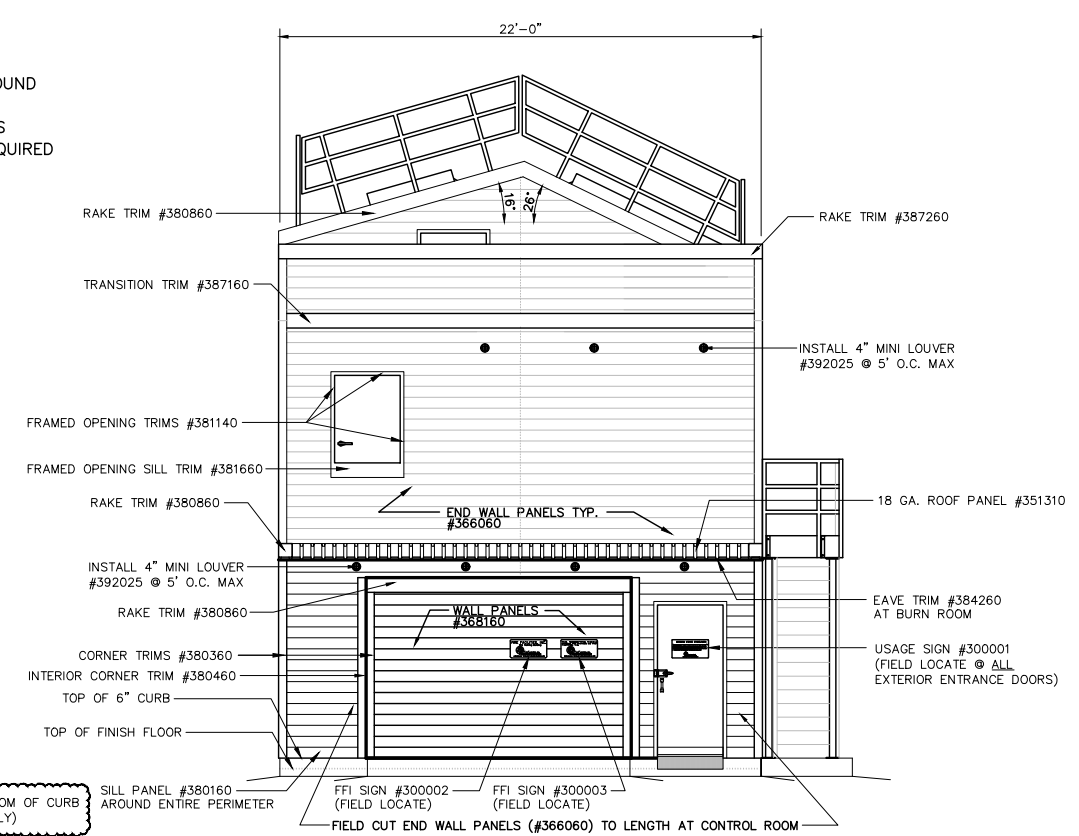
SCALE: 1/4" = 1'-0"

- NOTES:
1. WALL PANEL MUST BE FIELD CUT AROUND FRAMED OPENINGS
 2. TRIMS ARE IN STANDARD 10' LENGTHS SOME FIELD CUTTING OF TRIMS IS REQUIRED



EAST SIDE ELEVATION

SCALE: 1/4" = 1'-0"



NORTH END ELEVATION

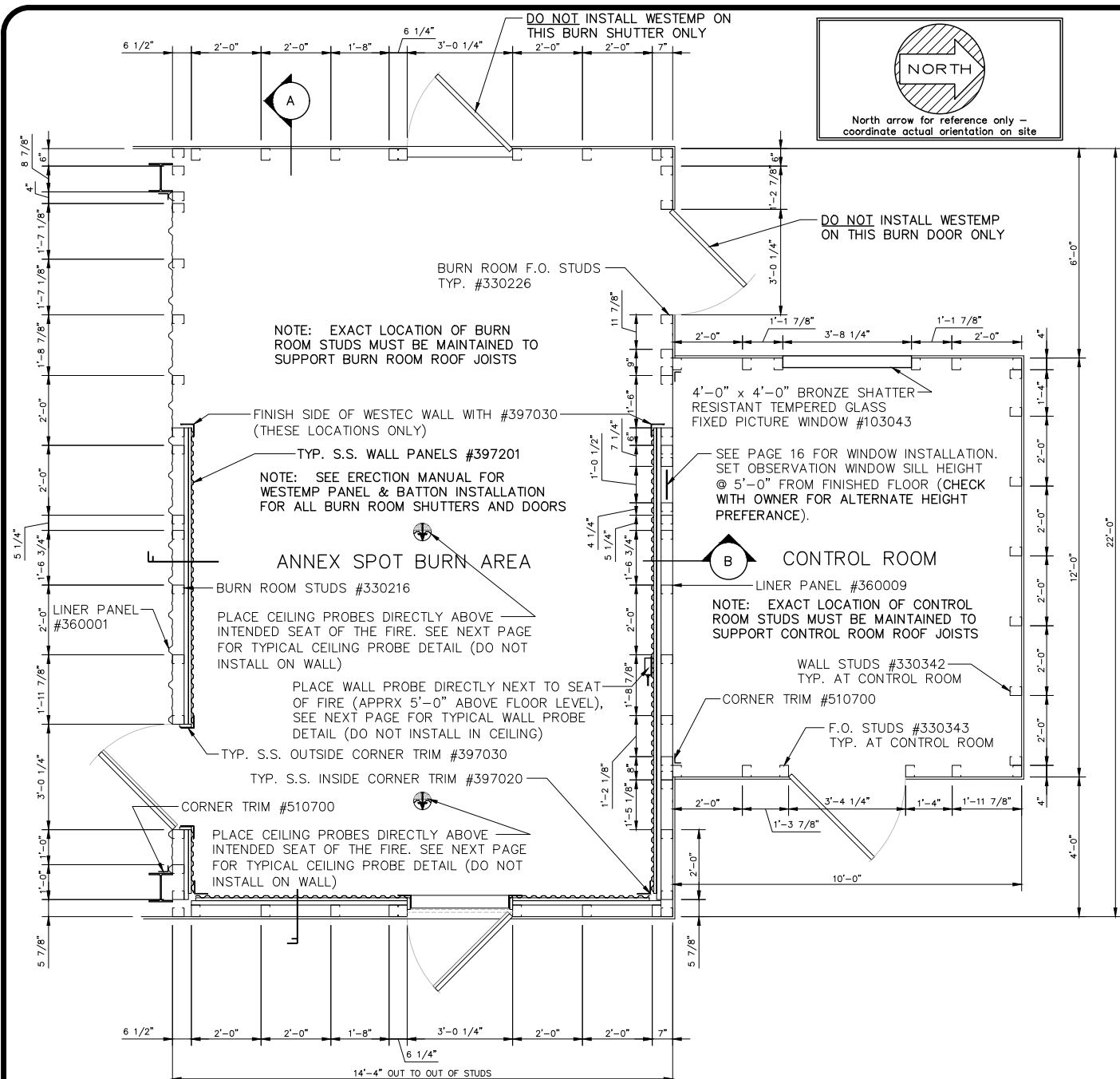
SCALE: 1/4" = 1'-0"

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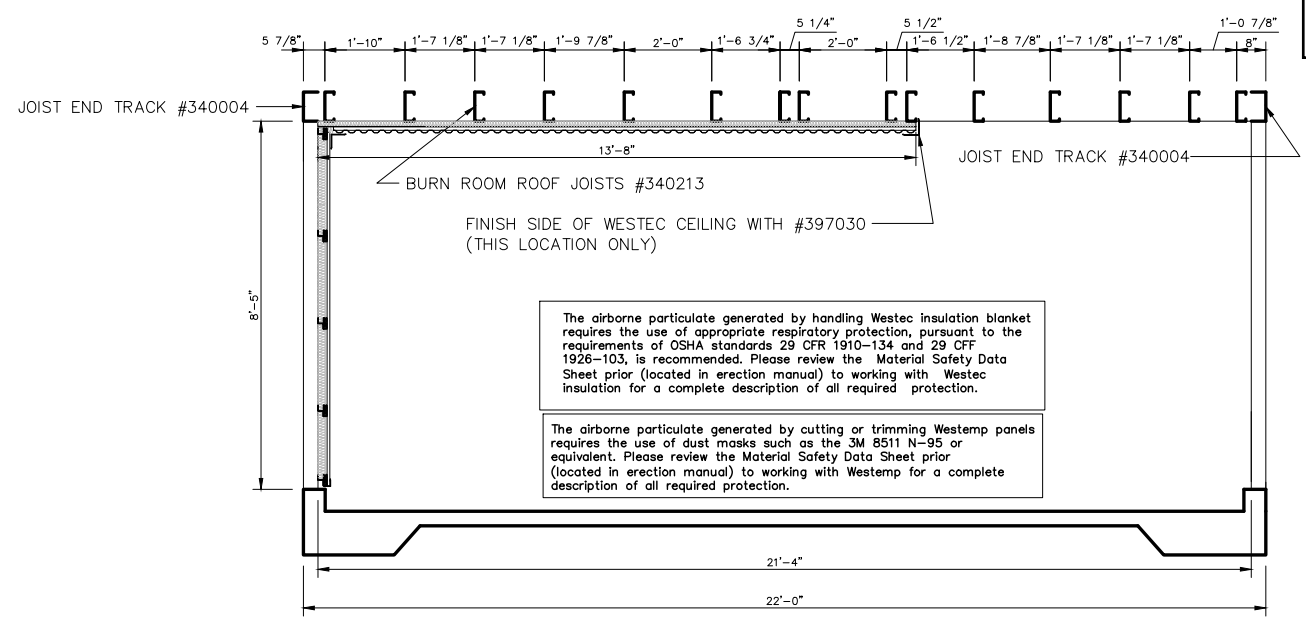
WESCO MODEL WH-2
 CUSTOM
 CARTERSVILLE, GA

Job Description:
 Date: JULY 7, 2009
 Drawn by: GWL
 Checked by: SPW
 Scale: SHOWN
 Order No. FTE-509 \ 116324
 Sheet No. ELEVATIONS



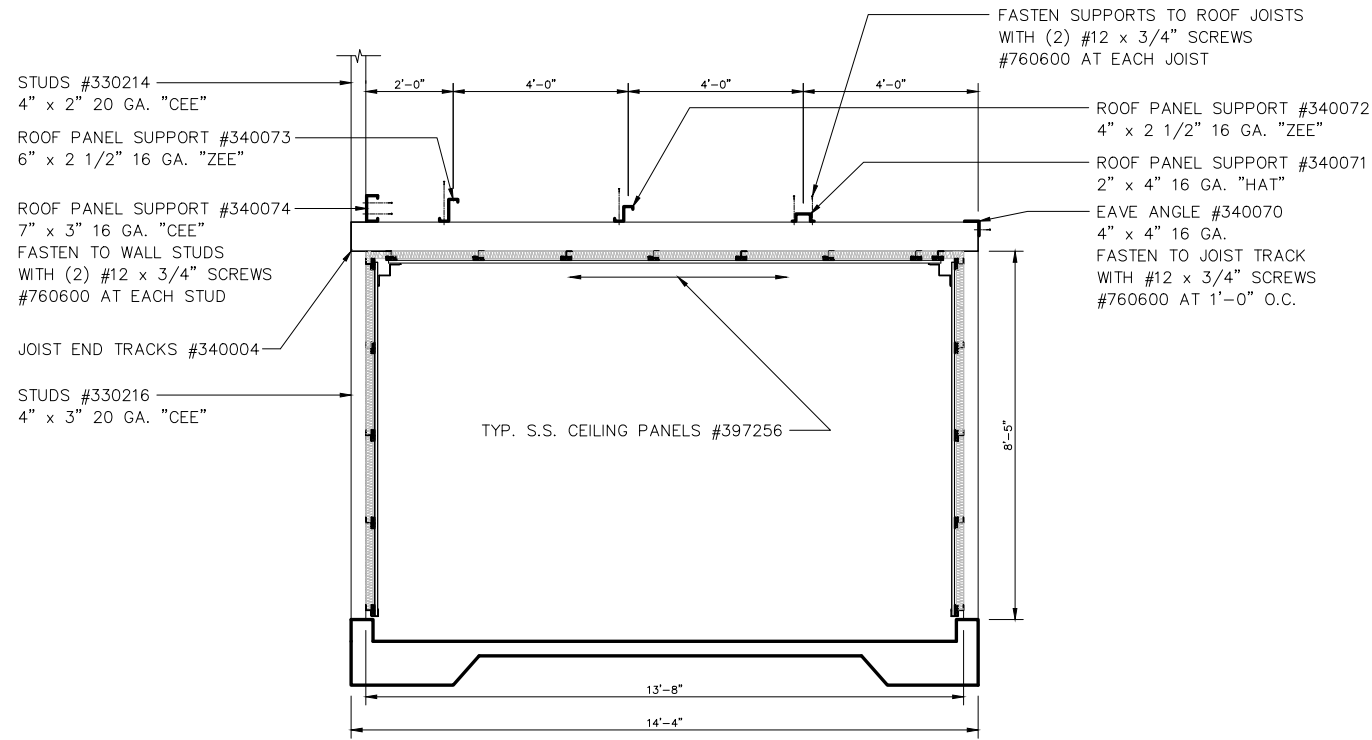
ANNEX SPOT BURN AREA PLAN & CONTROL ROOM STUD LOCATIONS

SCALE: 1/2" = 1'-0"



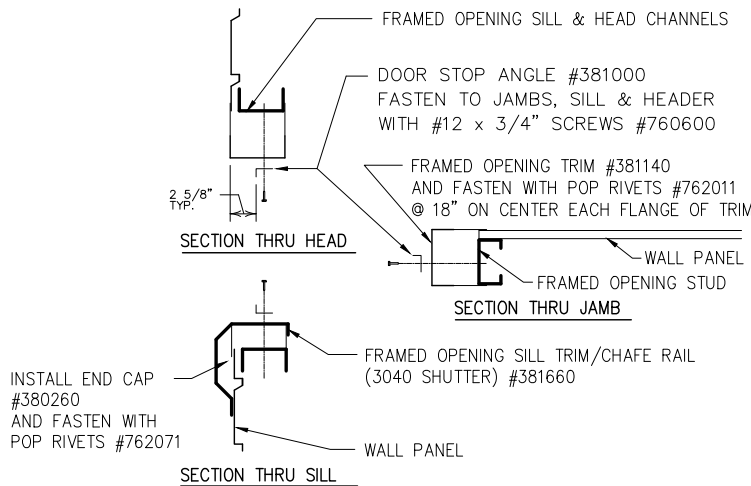
"A" SECTION THRU BURN ROOM

SCALE: 1/2" = 1'-0"



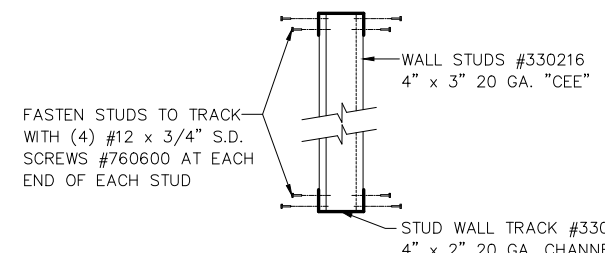
"B" SECTION THRU BURN ROOM ROOF

SCALE: 1/2" = 1'-0"



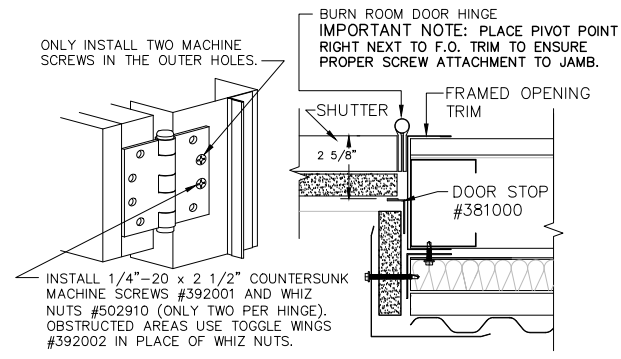
BURN RM. SHUTTER/SWING DOOR TRIM DETAILS

SCALE: 3/4" = 1'-0"



TYPICAL ANNEX/CONTROL ROOM STUD CONNECTION

scale: 1 1/2" = 1'-0"



SECTION THRU JAMB (BURN ROOM ONLY)

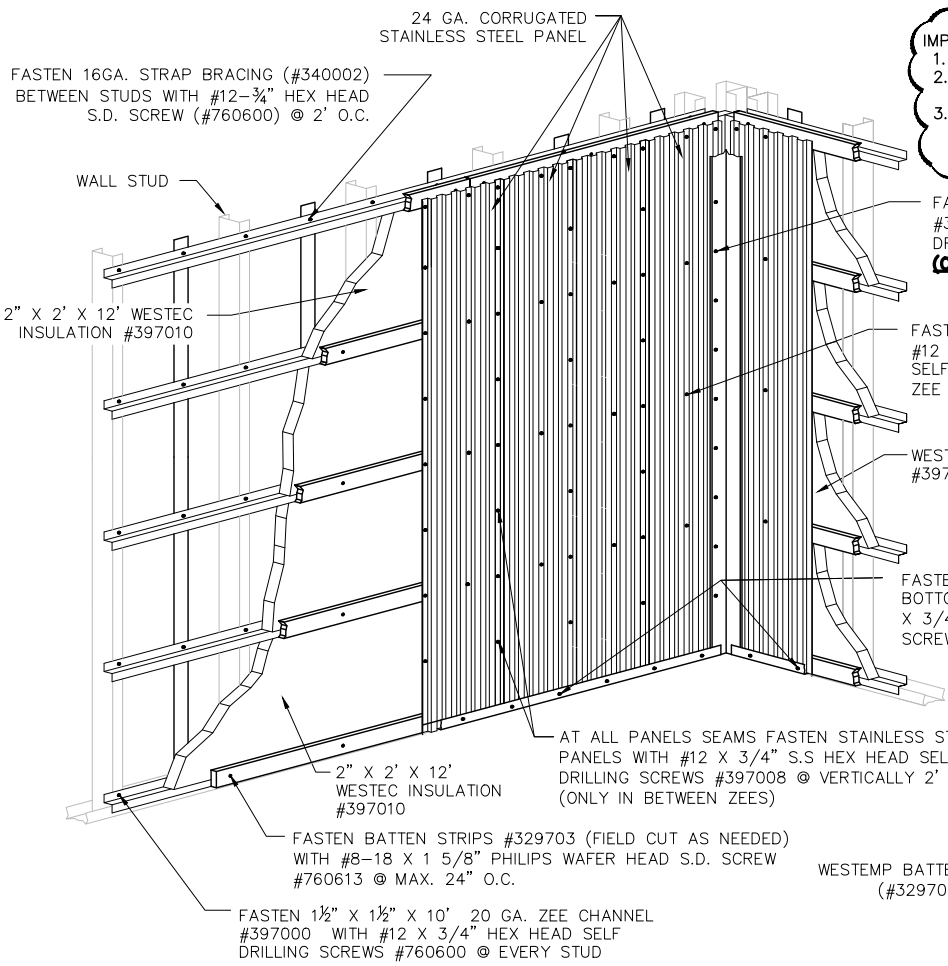
scale: 3" = 1'-0"

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WESCO MODEL WH-2
 CUSTOM
 CARTERSVILLE, GA

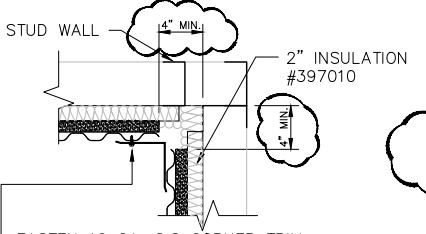
Job Description:
 Date: JULY 7, 2009
 Drawn by: GWL
 Checked by: SPW
 Scale: SHOWN
 Order No. FTE-509 \ #116324
 Sheet No.



ISOMERIC VIEW OF TYPICAL WALL & CORNER DETAIL

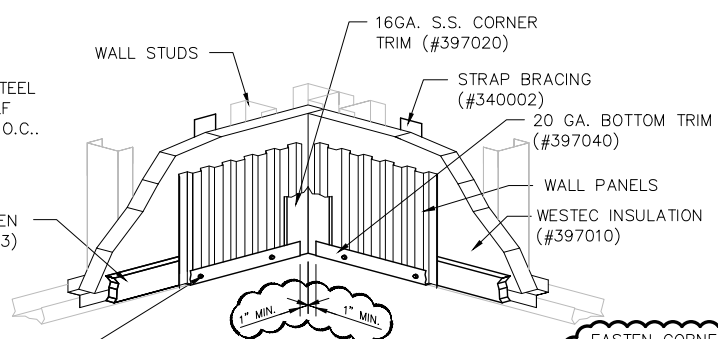
SCALE: 3/4" = 1'-0"

IMPORTANT NOTES:
 1. CEILING PANELS FASTEN EXACTLY THE SAME AS WALL PANELS.
 2. **ALL MIN GAPS SHOWN ON THIS PAGE MUST BE HELD TO ENSURE PANELS CAN EXPAND & CONTRACT TO PREVENT PREMATURE DAMAGE.**
 3. Zee CHANNEL AND STRAP BRACING SHOULD ONLY BE FASTENED WITH **NON STAINLESS STEEL SCREWS (#760600)**. ONLY SCREWS DIRECTLY EXPOSED TO DIRECT FLAMES SHOULD BE STAINLESS STEEL (#397008 OR 397005)



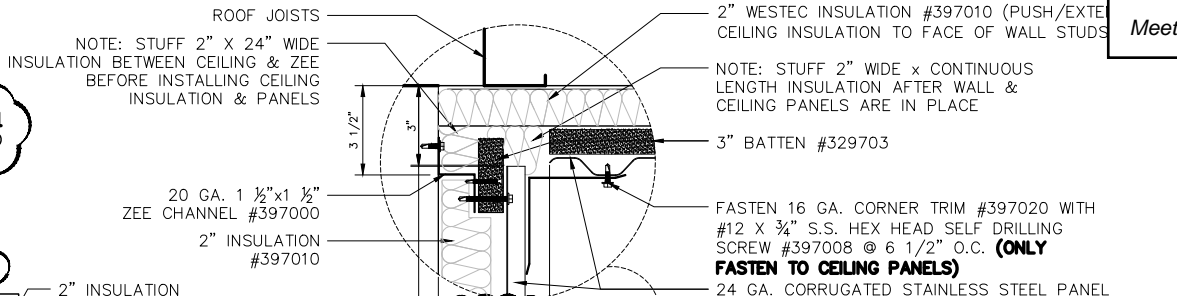
PLAN VIEW OF TYPICAL WALL CORNER

SCALE: 3" = 1'-0"



TYPICAL WALL BOTTOM CORNER DETAILS

SCALE: 3" = 1'-0"

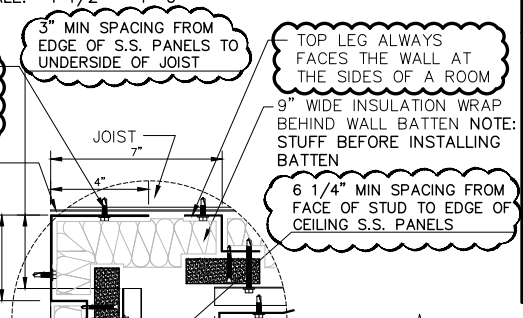


"A" SECTION THRU BURN ROOM

SCALE: 1/2" = 1'-0"

TYPICAL TRIM OVERLAP DETAIL

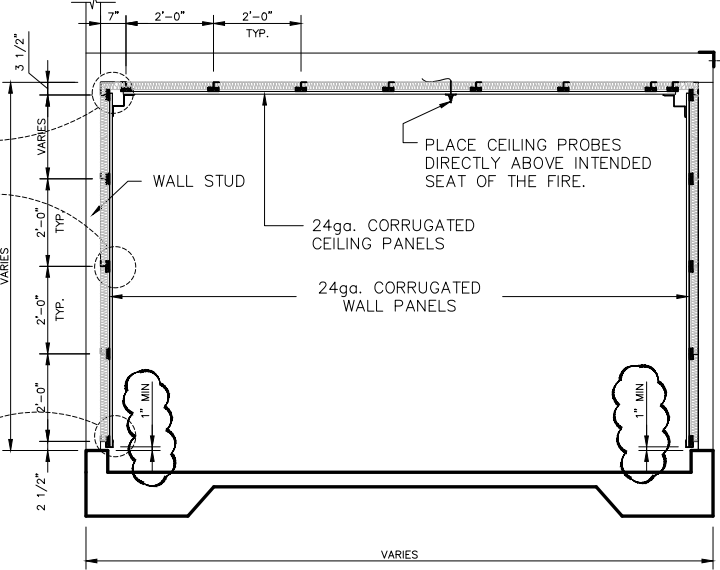
SCALE: 1 1/2" = 1'-0"



TYPICAL WALL TOP CORNER DETAILS

SCALE: 3" = 1'-0"

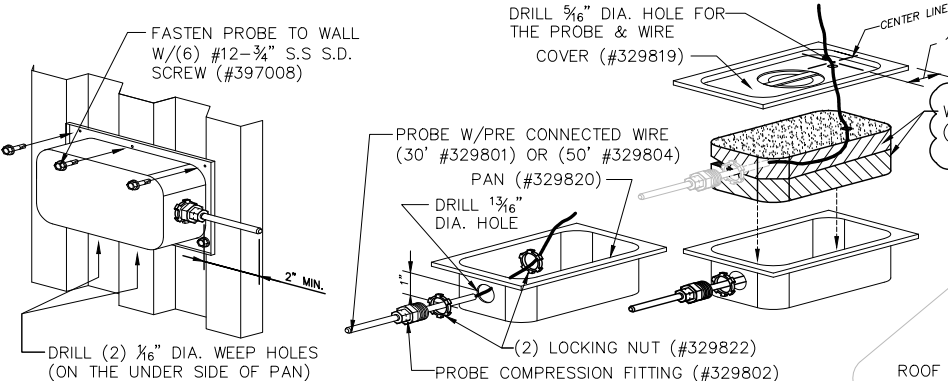
- INSTALLATION PROCEDURE**
1. INSTALL BURN SUPPORT ANGLE (#397015) AT THE CEILING/WALL CORNER BUT **ONLY IN CORNERS WHERE A BOX TRIM WILL BE LOCATED** (SEE SECTION "B" UPPER DETAILS)
 2. INSTALL ALL (ZEE) CHANNELS FACING IN THE SAME DIRECTION, EXCEPT THE (ZEE) CHANNELS RIGHT NEXT TO THE WALLS. TOP LEG NEEDS TO FACE THE WALL (SEE DETAILS)
 3. INSTALL ALL STRAP BRACING @ 2'-0" O.C. MAX. TO SUPPORT INSULATION ON WALLS & CEILING
 4. INSTALL/RUN ALL THERMOCOUPLE WIRES.
 5. INSTALL ALL INSULATION WALLS & CEILINGS.
 6. INSTALL ALL 3" WESTEMP BATTENS.
 7. INSTALL ALL WALL & CEILING PANELS.
 8. INSTALL ALL 16ga. VERTICAL INSIDE CORNER TRIMS.
 9. INSTALL ALL BOTTOM TRIM. (SEE DETAILS)
 10. INSTALL ALL 16ga. HORIZONTAL INSIDE CORNER TRIMS. (SEE DETAILS)
 11. INSTALL ALL 20ga. HORIZONTAL INSIDE BOX CORNER TRIM. (SEE DETAILS)
 12. INSTALL ALL 16ga. OUTSIDE CORNER TRIM AROUND DOOR & WINDOWS.



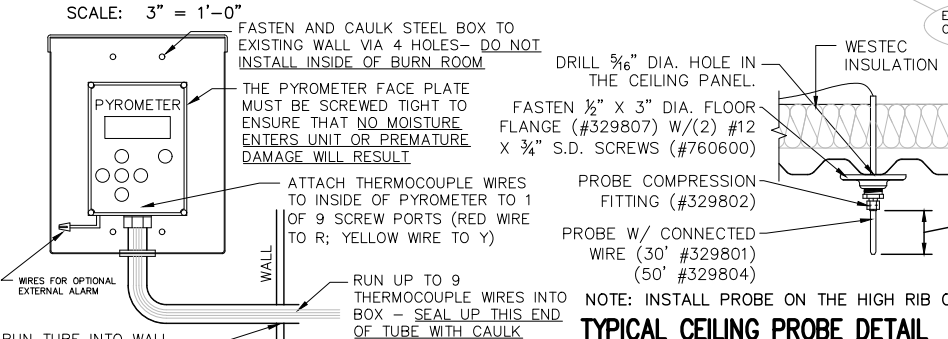
"B" SECTION THRU BURN ROOM ROOF

SCALE: 1/2" = 1'-0"

IMPORTANT NOTE:
 SANDWICH PROBE WITH 1" WESTEC INSULATION (PEEL 2" INSULATION #397010 IN HALF) HALF OF INSULATION ON BOTTOM OF PAN, PLACE WIRE AND COVER EXPOSED WIRE TOP WITH REMAINING HALF OF INSULATION THEN PLACE COVER.



TYPICAL WALL PROBE DETAIL (DO NOT INSTALL IN CEILING)



TYPICAL CEILING PROBE DETAIL (DO NOT INSTALL ON WALL)

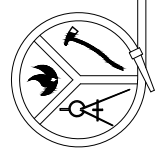
SCALE: 3" = 1'-0"

SCOUT/PYROMETER INSTALL

SCALE: 2" = 1'-0"

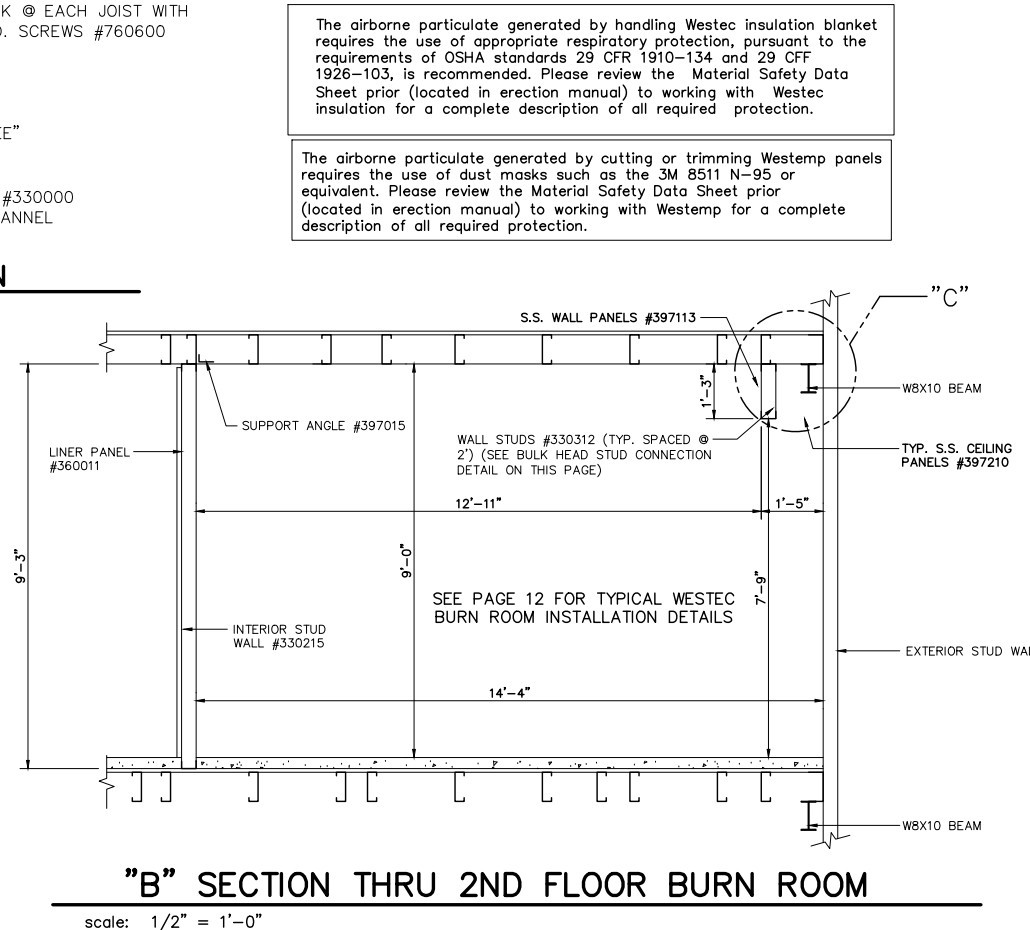
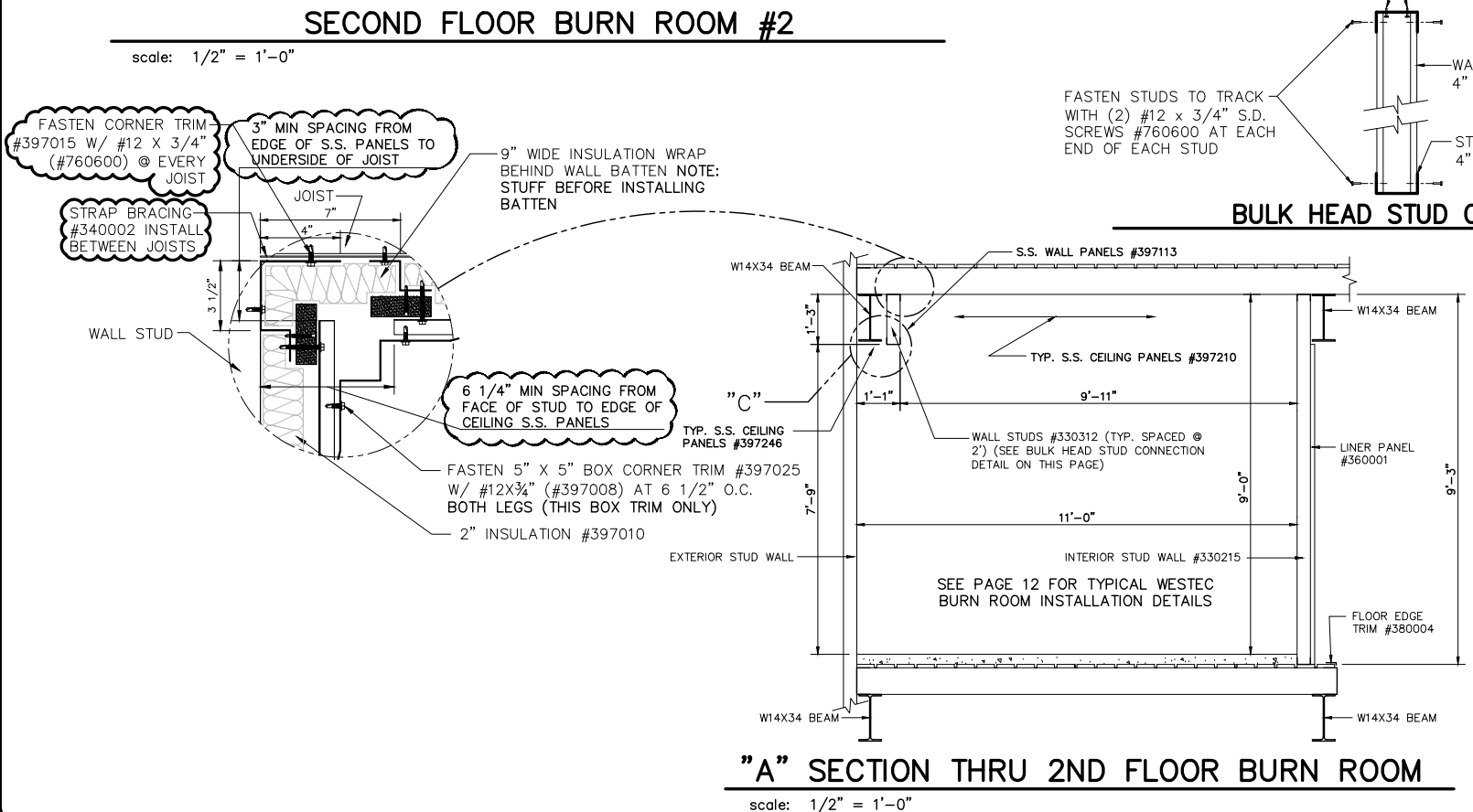
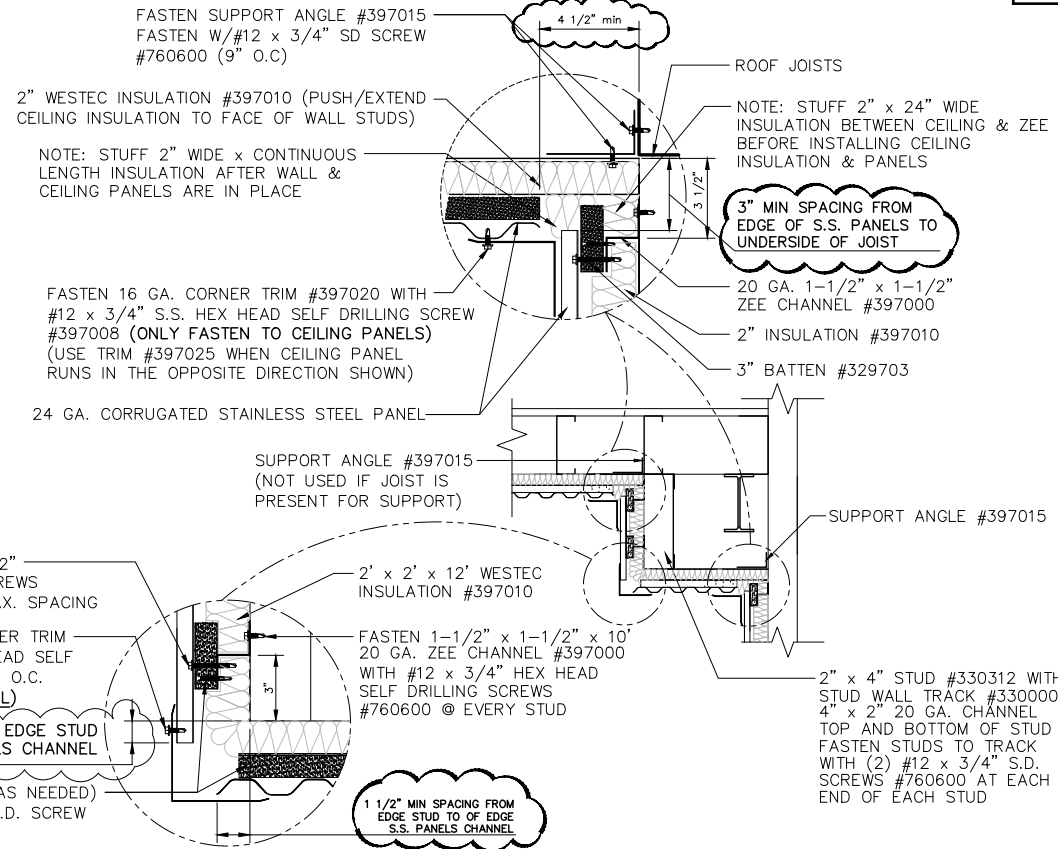
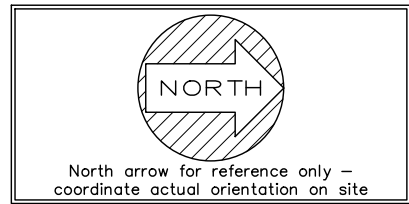
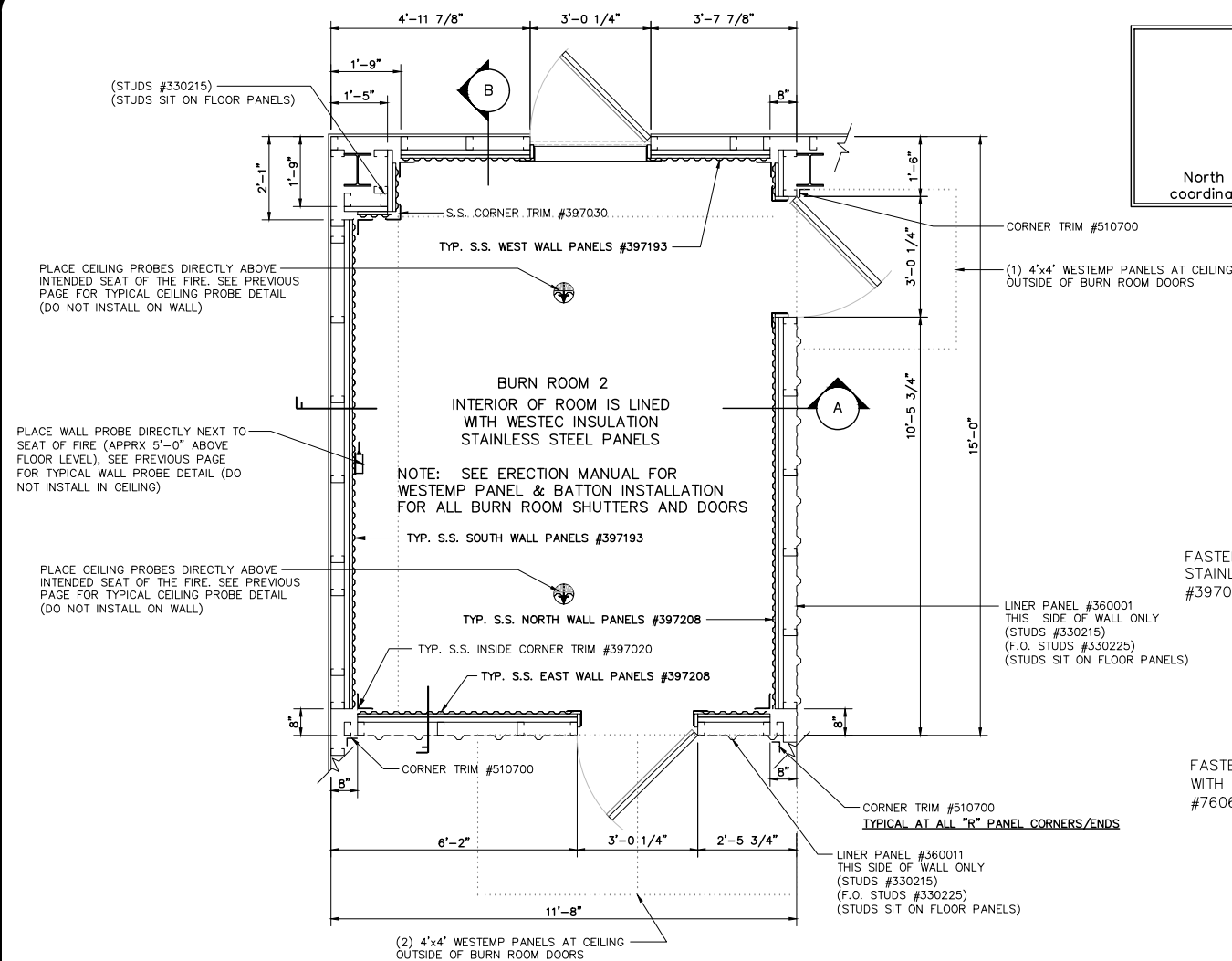
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WESCO MODEL WH-2
 CUSTOM
 CARTERSVILLE, GA

Job Description
 Date JULY 7, 2009
 Drawn by GWL
 Checked by SPW
 Scale SHOWN
 Order No. FTE-509 \ 116324
 Sheet No.



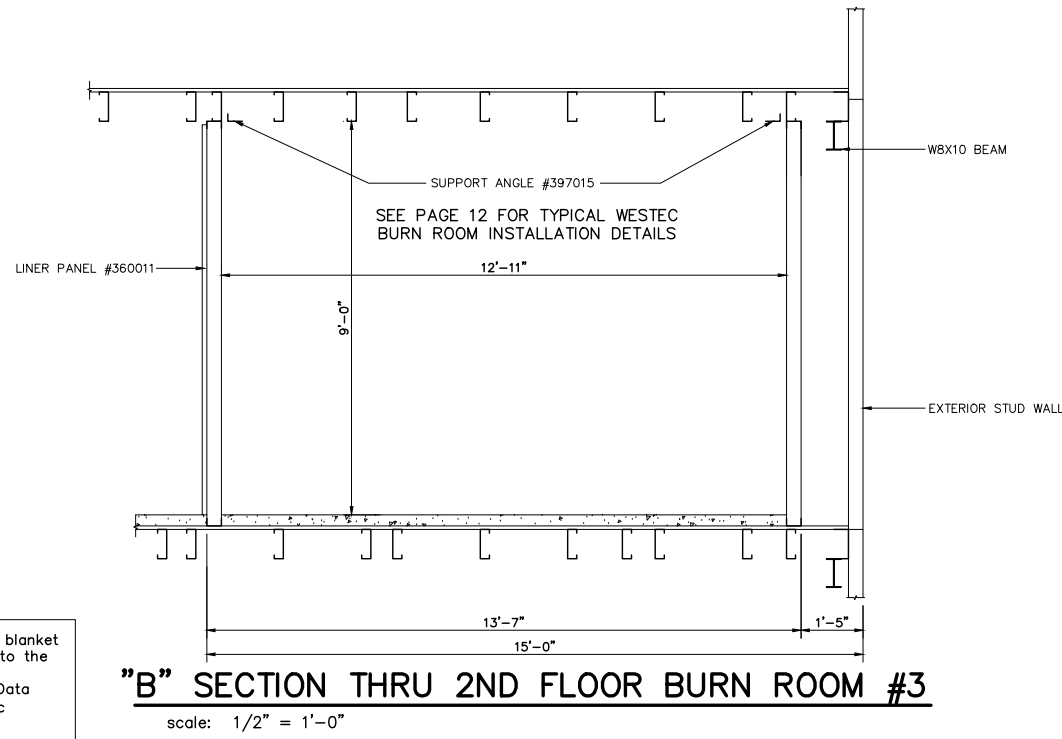
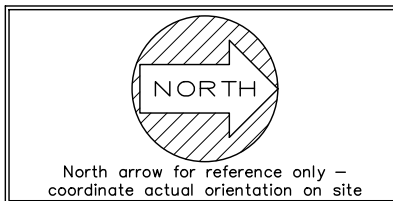
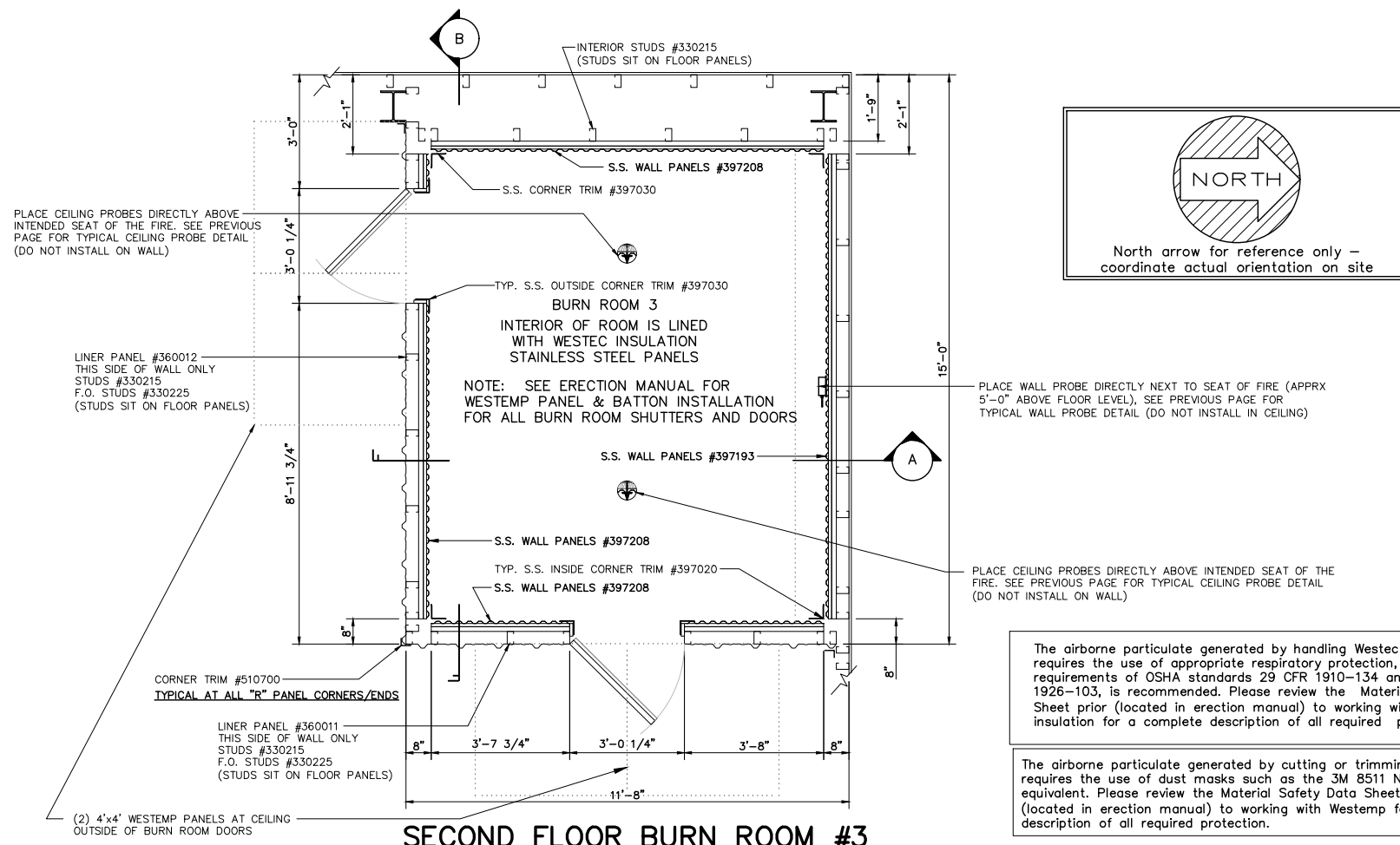
The airborne particulate generated by handling Westec insulation blanket requires the use of appropriate respiratory protection, pursuant to the requirements of OSHA standards 29 CFR 1910-134 and 29 CFR 1926-103, is recommended. Please review the Material Safety Data Sheet prior (located in erection manual) to working with Westec insulation for a complete description of all required protection.

The airborne particulate generated by cutting or trimming Westemp panels requires the use of dust masks such as the 3M 8511 N-95 or equivalent. Please review the Material Safety Data Sheet prior (located in erection manual) to working with Westemp for a complete description of all required protection.

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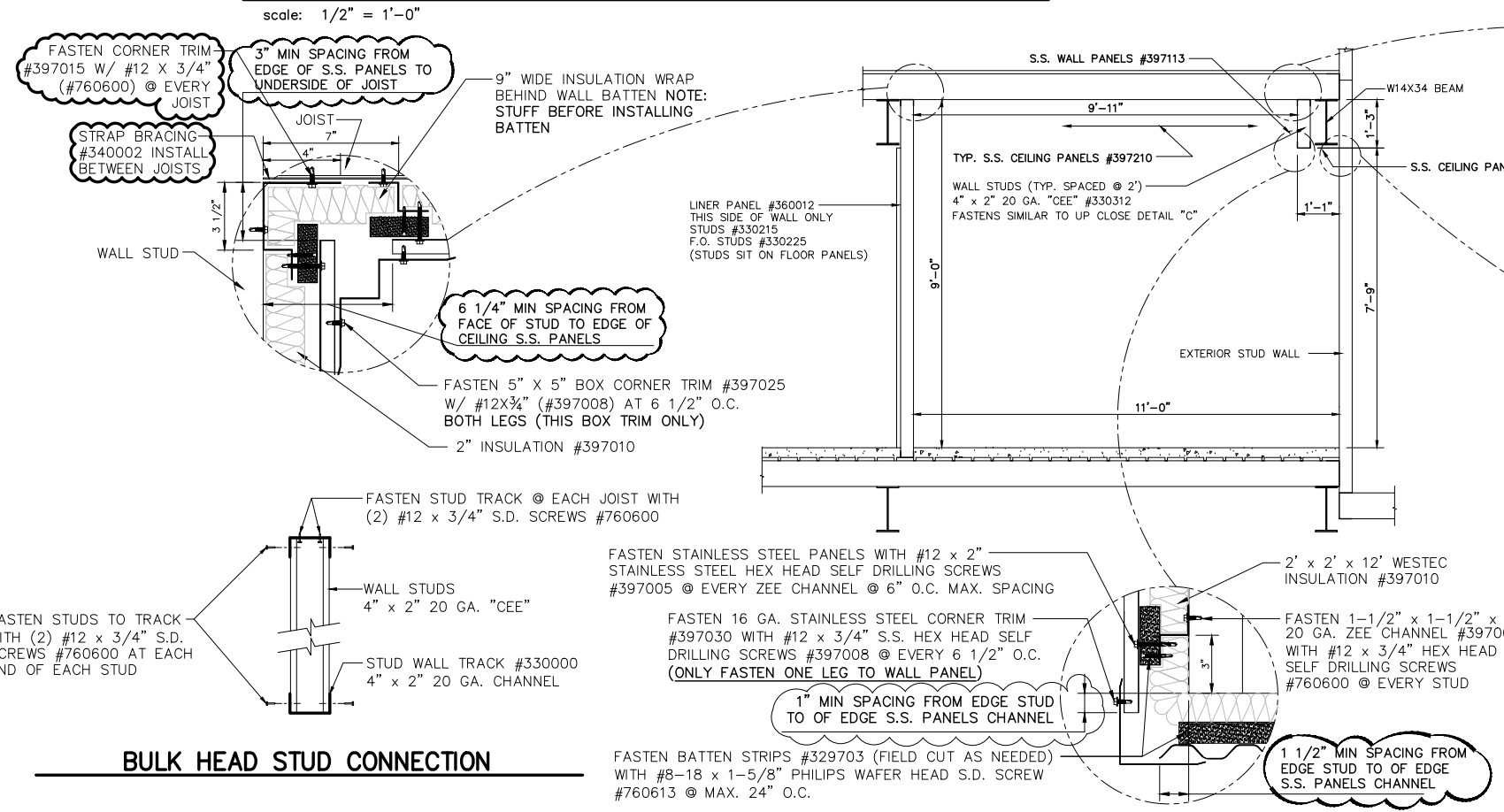
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Job Description:	WESCO MODEL WH-2 CUSTOM CARTERSVILLE, GA
Date:	JULY 7, 2009
Drawn by:	GWL
Checked by:	
Scale:	SHOWN
Order No.	FTE-509 \ #116324
Sheet No.	BURN ROOM DETAILS CONT.



The airborne particulate generated by handling Westec insulation blanket requires the use of appropriate respiratory protection, pursuant to the requirements of OSHA standards 29 CFR 1910-134 and 29 CFF 1926-103, is recommended. Please review the Material Safety Data Sheet prior (located in erection manual) to working with Westec insulation for a complete description of all required protection.

The airborne particulate generated by cutting or trimming Westemp panels requires the use of dust masks such as the 3M 8511 N-95 or equivalent. Please review the Material Safety Data Sheet prior (located in erection manual) to working with Westemp for a complete description of all required protection.



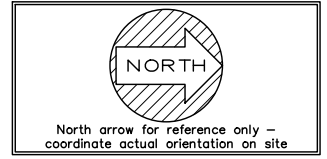
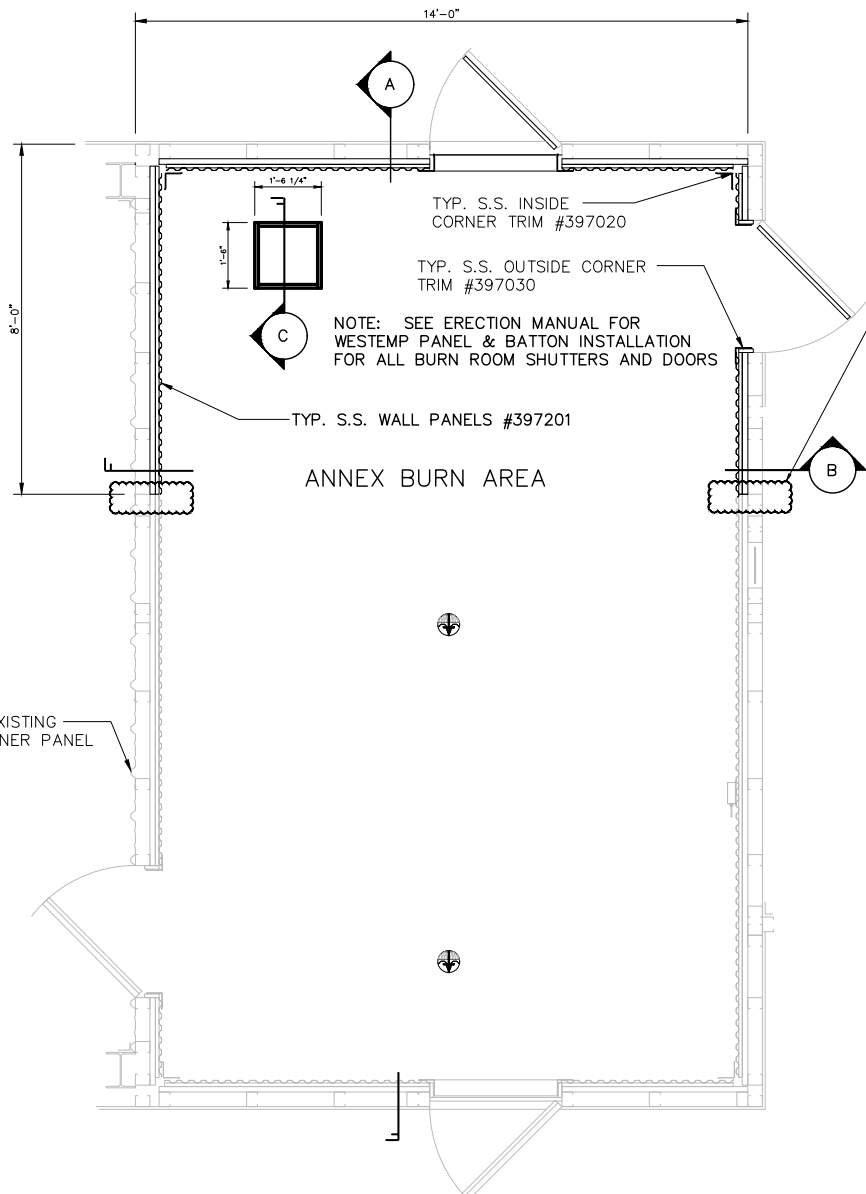
BULK HEAD STUD CONNECTION

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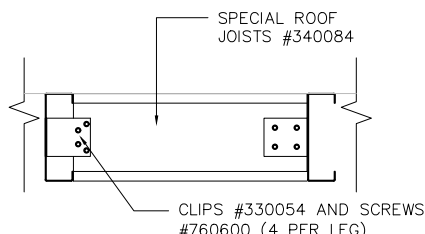
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WESCO MODEL WH-2
CUSTOM
CARTERSVILLE, GA

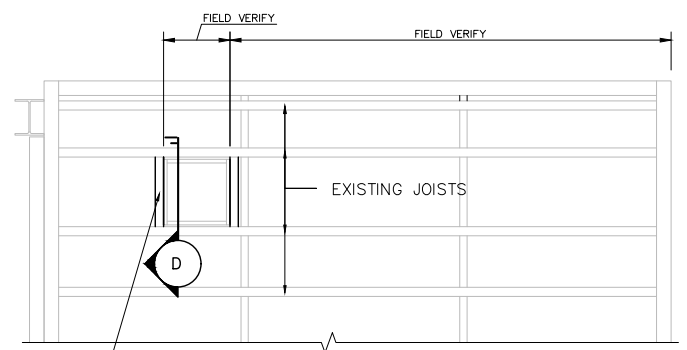
Job Description: BURN ROOM 2 DETAILS
Date: JULY 7, 2009
Drawn by: GWL
Checked by: SPW
Scale: SHOWN
Order No. FTE-509 \ 116324
Sheet No.



REMOVE EXISTING EDGE TRIM ON WALL AND CEILING + INSTEAD OVER LAP NEW PANEL ON EXISTING PANEL BY ONE CORRUGATION



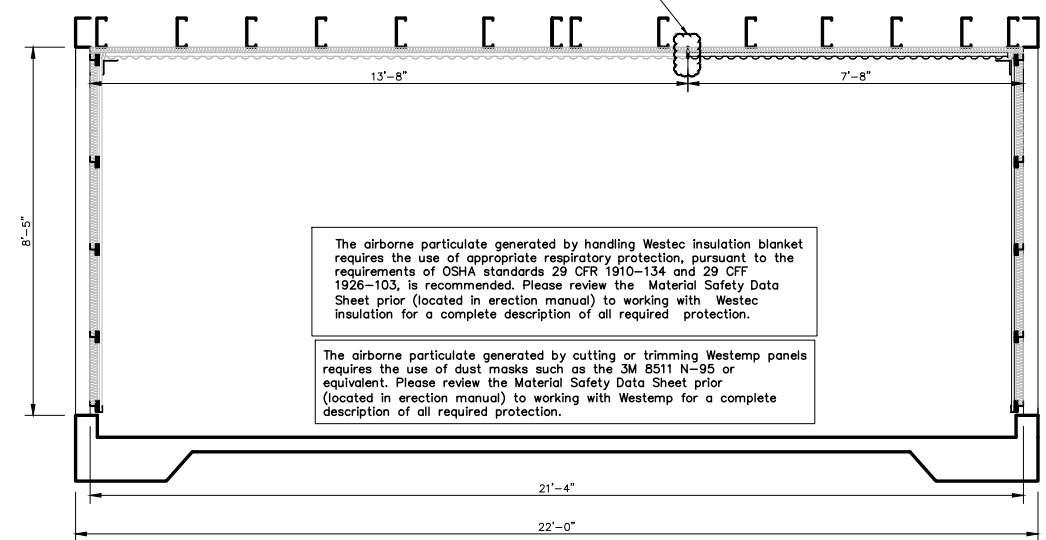
"D" SPECIAL ROOF JOISTS DETAIL



TYP. SPECIAL ROOF JOISTS #340084 FASTEN TO LONGITUDINAL JOISTS WITH CLIPS #330054 AND SCREWS #760600 (4 PER LEG OF ANGLE) (FIELD CUT MAY BE REQUIRED)

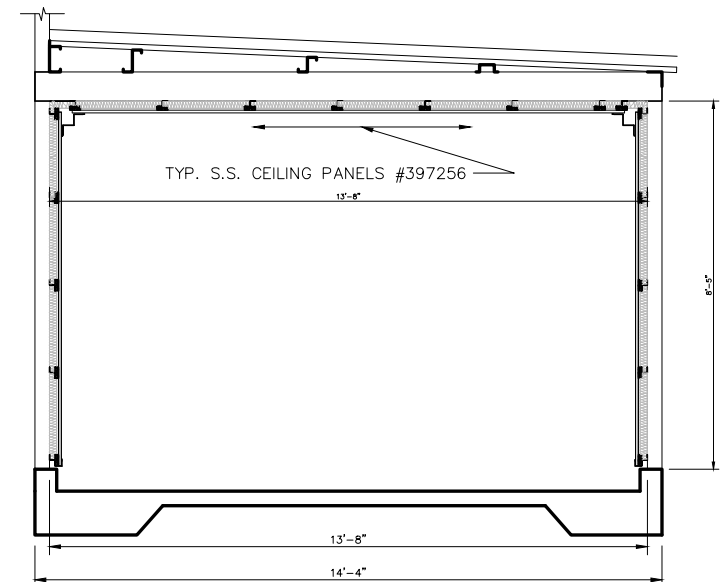
JOIST FRAMING DETAIL

REMOVE EXISTING EDGE TRIM ON WALL AND CEILING + INSTEAD OVER LAP NEW PANEL ON EXISTING PANEL BY ONE CORRUGATION



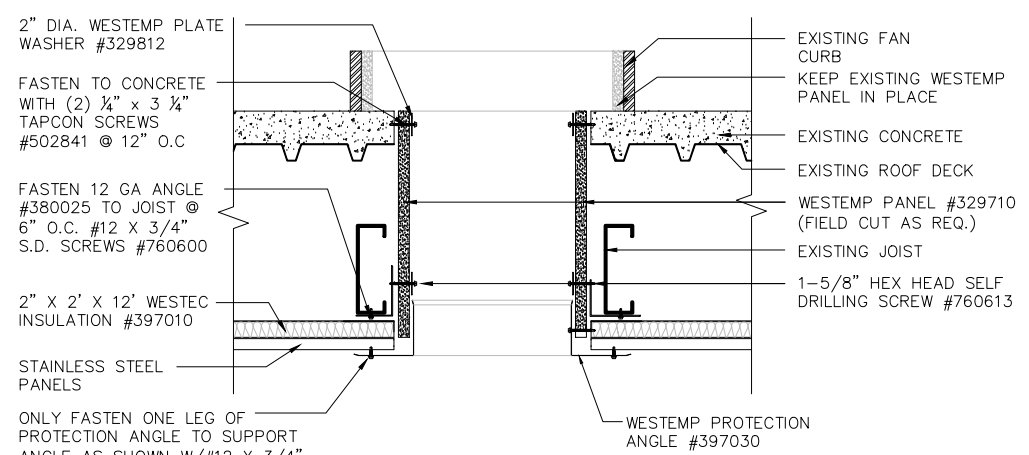
"A" SECTION THRU BURN ROOM

SCALE: 1/2" = 1'-0"



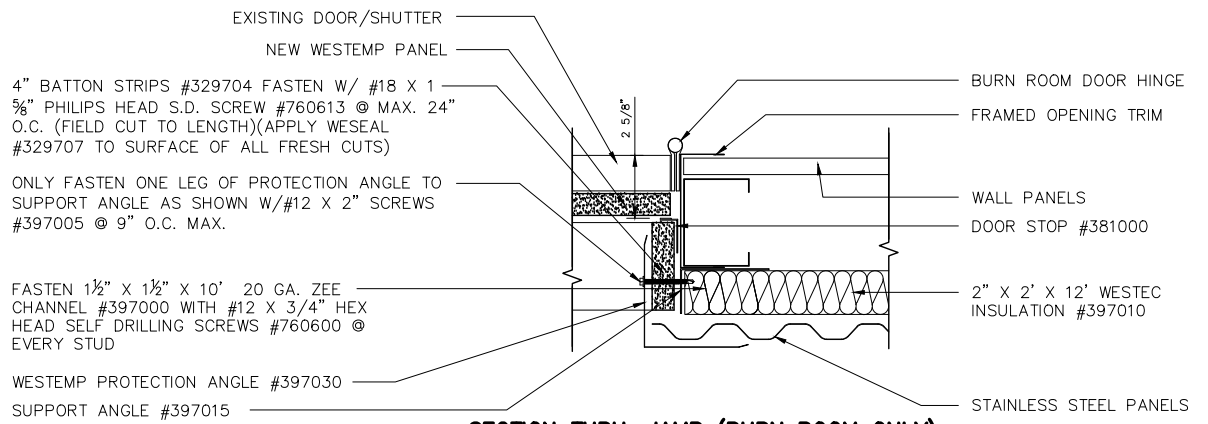
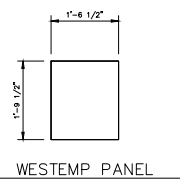
"B" SECTION THRU BURN ROOM ROOF

SCALE: 1/2" = 1'-0"



"C" SECTION THRU FAN CURB

SCALE: 1/2" = 1'-0"



SECTION THRU JAMB (BURN ROOM ONLY)

scale: 3" = 1'-0"

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 314 WILBURN ROAD, SUN PRAIRIE, WI 53590
 OFFICE: (608) 327-4100 FAX (608) 834-1843
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FIRE FACILITIES, INC.

314 WILBURN ROAD, SUN PRAIRIE, WI 53590
 OFFICE: (608) 327-4100 FAX (608) 834-1843
 TOLL FREE (800) 928-3726 TOLL FREE FAX (866) 639-7012

WESCO MODEL WH-2

CUSTOM CARTERSVILLE, GA

Job Description: BURN ROOM DETAILS

Date:	JULY 30, 2010
Drawn by:	KAH
Checked by:	SPW
Scale:	SHOWN
Order No.:	WESTEC-115 / 127071
Sheet No.:	

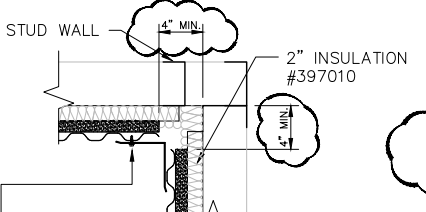
IMPORTANT NOTES:
 1. CEILING PANELS FASTEN EXACTLY THE SAME AS WALL PANELS.
 2. **ALL MIN GAPS SHOWN ON THIS PAGE MUST BE HELD TO ENSURE PANELS CAN EXPAND & CONTRACT TO PREVENT PREMATURE DAMAGE.**
 3. ZEE CHANNEL AND STRAP BRACING SHOULD ONLY BE FASTENED WITH **NON** STAINLESS STEEL SCREWS (#760600). ONLY SCREWS DIRECTLY EXPOSED TO DIRECT FLAMES SHOULD BE STAINLESS STEEL (#397008 OR 397005)

FASTEN 16 GA. STAINLESS STEEL CORNER TRIM #397020 WITH #12 X 3/4" S.S. HEX HEAD SELF DRILLING SCREWS #397008 @ EVERY 9" O.C.
(ONLY FASTEN ONE LEG TO WALL PANEL)

FASTEN STAINLESS STEEL PANELS WITH #12 X 2" STAINLESS STEEL HEX HEAD SELF DRILLING SCREWS #397005 @ EVERY ZEE CHANNEL @ 10" O.C. MAX. SPACING

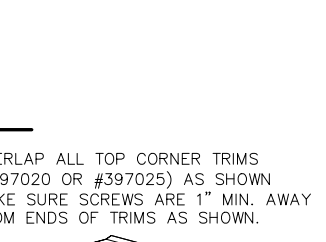
WESTEC INSULATION #397010

FASTEN 20 GA STAINLESS STEEL BOTTOM PANEL TRIM #397040 WITH #12 X 3/4" S.S. HEX HEAD SELF DRILLING SCREWS #397008 @ EVERY 9" O.C.

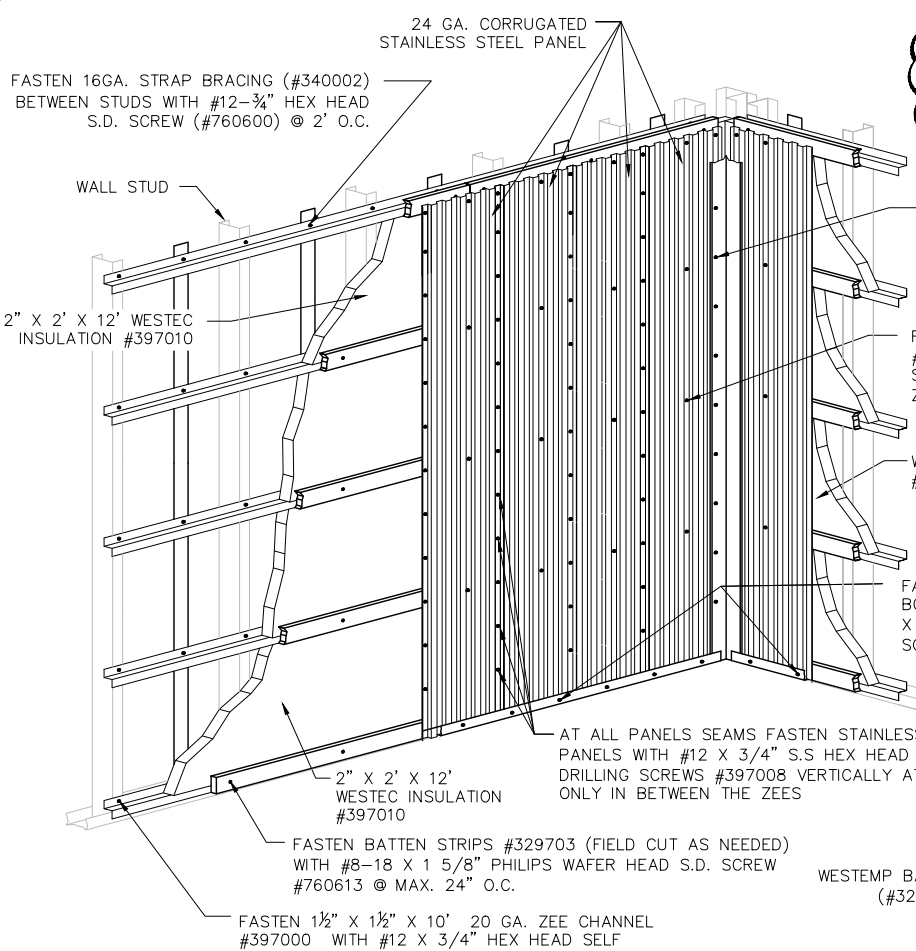


PLAN VIEW OF TYPICAL WALL CORNER
SCALE: 3" = 1'-0"

3" MIN SPACING FROM EDGE OF S.S. PANELS TO UNDERSIDE OF JOIST



TYPICAL TRIM OVERLAP DETAIL
SCALE: 1 1/2" = 1'-0"



ISOMERIC VIEW OF TYPICAL WALL & CORNER DETAIL
SCALE: 3/4" = 1'-0"

NOTE: WHEN FASTENING THE WESTEMP INSULATION PANEL, **DO NOT OVER TIGHTEN THE SCREWS**. A SLIGHT MOVEMENT OF THE PLATE WASHER UNDER THE SCREW HEAD IS DESIRABLE.

WASHER PLATE #329812
 PREDRILL 1/2" DIA. HOLES (9 PLACES)
 FASTEN WESTEMP & PLATES WITH #8-18 X 1-5/8" HEX HEAD SELF DRILLING SCREW #760613

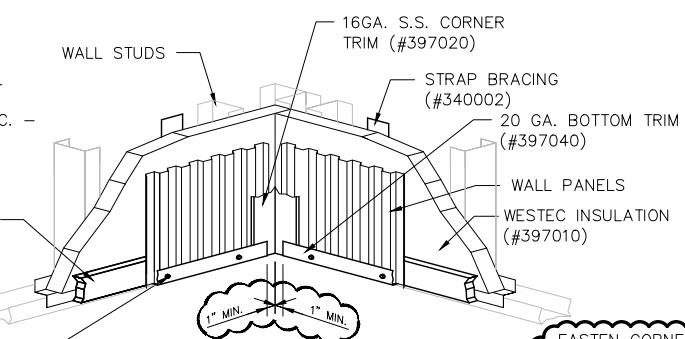
48x36 WESTEMP PANEL #329701 (FIELD CUT PANEL IF NECESSARY)

48x36 WESTEMP PANEL #329701 (FIELD CUT PANEL IF NECESSARY)



NOTE: INSTALL WASHER WITH SMOOTH EDGE DOWN
 NOTE: A SUPPLY OF WESEAL IS PROVIDED. THIS NEEDS TO BE APPLIED TO ANY RAW EDGES EXPOSED AS THE RESULT OF CUTTING OR TRIMMING THE WESTEMP PANELS.

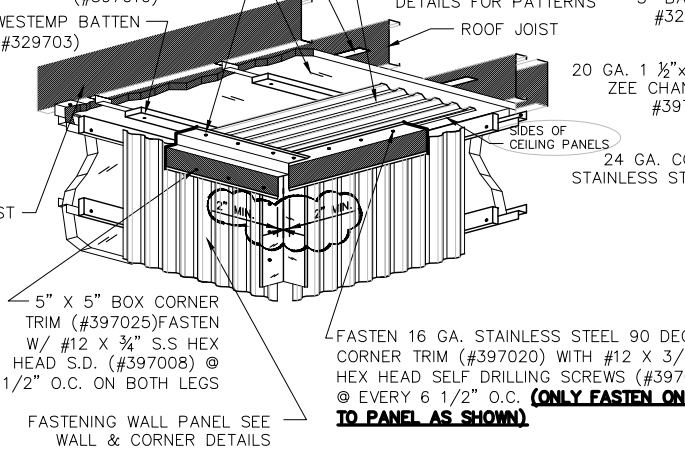
WESTEMP INSTALLATION ON SHUTTERS AND DOORS



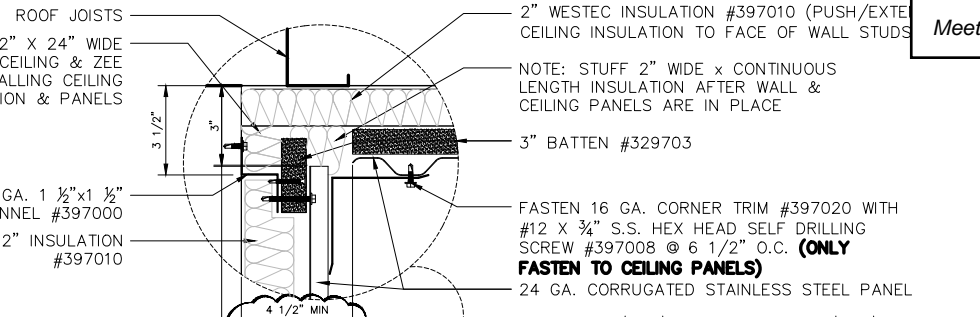
TYPICAL WALL BOTTOM CORNER DETAILS
SCALE: 3" = 1'-0"

TRIMS AT THE TOP OF WALL PANELS ARE EITHER BOX OR 90 DEGREES AS SHOWN BELOW - **RULES OF THUMB: 1) ENDS OF CEILING PANELS ONLY USE BOX CORNER TRIMS. 2) SIDES OF CEILING PANELS ONLY USE 90 CORNER TRIMS**

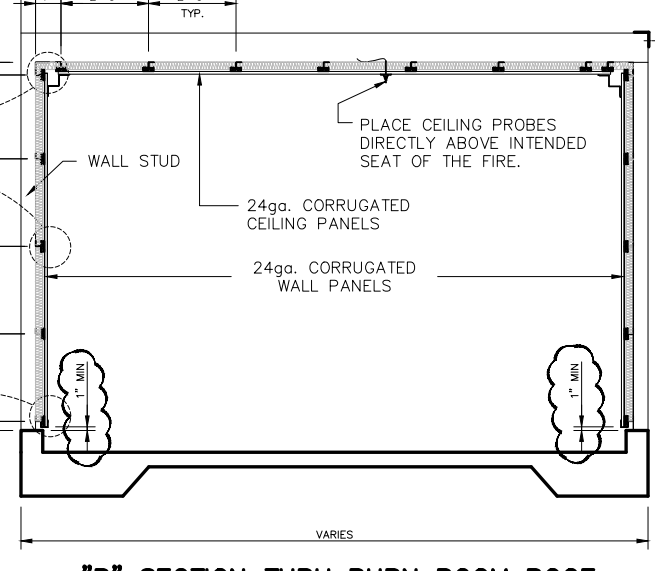
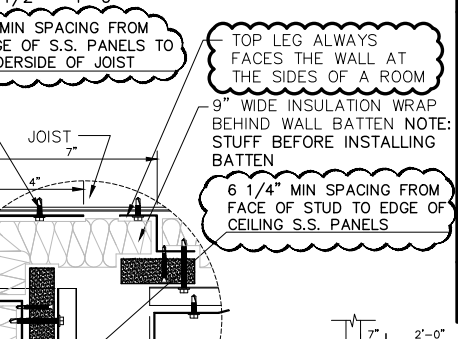
FASTEN 5" X 5" BOX CORNER TRIM #397025 W/ #12X3/4" (#397008) @ 6 1/2" O.C. BOTH LEGS (THIS BOX TRIM ONLY)



TYPICAL WALL TOP CORNER DETAILS
SCALE: 3" = 1'-0"



"A" SECTION THRU BURN ROOM
SCALE: 1/2" = 1'-0"



"B" SECTION THRU BURN ROOM ROOF
SCALE: 1/2" = 1'-0"

INSTALLATION PROCEDURE

1. INSTALL BURN SUPPORT ANGLE (#397015) AT THE CEILING/WALL CORNER BUT **ONLY IN CORNERS WHERE A BOX TRIM WILL BE LOCATED** (SEE SECTION "B" UPPER DETAILS)
2. INSTALL ALL (ZEE) CHANNELS FACING IN THE SAME DIRECTION, EXCEPT THE (ZEE) CHANNELS RIGHT NEXT TO THE WALLS. TOP LEG NEEDS TO FACE THE WALL (SEE DETAILS)
3. INSTALL ALL STRAP BRACING @ 2'-0" O.C. MAX. TO SUPPORT INSULATION ON WALLS & CEILING
4. INSTALL/RUN ALL THERMOCOUPLE WIRES.
5. INSTALL ALL INSULATION WALLS & CEILINGS.
6. INSTALL ALL 3" WESTEMP BATTENS.
7. INSTALL ALL WALL & CEILING PANELS.
8. INSTALL ALL 16ga. VERTICAL INSIDE CORNER TRIMS.
9. INSTALL ALL BOTTOM TRIM. (SEE DETAILS)
10. INSTALL ALL 16ga. HORIZONTAL INSIDE CORNER TRIMS. (SEE DETAILS)
11. INSTALL ALL 20ga. HORIZONTAL INSIDE BOX CORNER TRIM. (SEE DETAILS)
12. INSTALL ALL 16ga. OUTSIDE CORNER TRIM AROUND DOOR & WINDOWS.

DAMAGE TO THE WESTEC SYSTEM CAUSED BY: THE MOUNTING OR PENETRATION OF EQUIPMENT (NOT SUPPLIED BY FFI) WHICH IMPEDES THE MOVEMENT OF THE LINER SYSTEM, OR THE FAILURE TO MONITOR TEMPERATURES AT THE BURN ROOM CEILING, IS NOT COVERED BY THE LIMITED WARRANTY - SEE GUIDELINES IN ERECTION MANUAL.

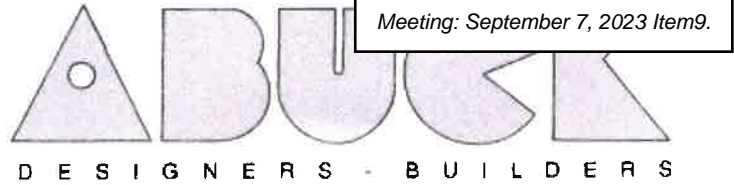
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WESCO MODEL WH-2
 CUSTOM
 CARTERSVILLE, GA

Date JULY 30, 2010
 Drawn by KAH
 Checked by SPW
 Scale SHOWN
 Order No. WESTEC-115 / 127071
 Sheet No.

ABUCK, INC.
526 Discovery Place
Mableton, GA 30126
(404) 799-0101
(404) 799-0622 Fax
www.abuck.com



PROPOSAL

PROPOSAL	<u>City of Cartersville</u>	DATE:	<u>8/18/2023</u>
FOR:	<u>Chief Tracey McFadden</u>	ABUCK #:	<u>E-8961</u>
		PROJECT:	<u>BCFD/Cartersville</u>
			<u>Joint Training Facility</u>
		PROJECT MGR.:	<u>Ed Hill</u>

We submit the following Scope of Work:

Perform repairs noted as **(HIGH) priority** from Response Structural Engineers Five Year inspection of the Wesco Model W-2/Battalion Chief designed by Fire Facilities, Inc. Report date was June 13th, 2023. The report was reviewed in detail with Fire Facilities in depth and all materials utilized will be in compliance with FFI's requirements and standards.

No repairs in the low or medium category will be addressed as part of this proposal. Additionally, any additional damage or deficiencies that are discovered that were unknown or not specifically noted in the report are excluded from this pricing.

We propose to furnish the above scope complete for the sum of:

TERMS OF PAYMENT: **\$ 34,056.00**

Are to be 100% of monthly estimate of work in place or stored material; invoice by 25th, payable by 10th of the month following.

Abuck shall not be responsible for delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, Acts of God, epidemic, pandemic, or public health crisis, strikes or labor disturbances.

Our price is based on the manufacturer's standard products. This price is good for 30 days from above date.

ABUCK INSURANCE:

ABUCK to provide workmen's compensation in accordance with the statutory requirements set forth by the state of Georgia. Comprehensive general liability insurance, including protective liability and contractual liability insurance covering death or bodily injury. Comprehensive automobile liability insurance covering claims arising from owned, hired and non-owned vehicles covering death or bodily injury. Certificates of insurance covering all of the insurance shall be filed with the Owner.

OWNER'S INSURANCE:

Owner shall maintain Builder's all risk insurance containing a limit of not less than the full amount of the contract sum.

Very truly yours,

Ed Hill 

ACCEPTANCE:

Signature: _____

Title: _____ Date: _____

Wesco Model W-2/Battalion Chief

All Labor, Materials and Equipment to perform the following scope:

Furnish and Install Westec stainless steel panels and corresponding battens for one ceiling area and both bulkheads in burn room #2 (14'-4" x 11' area).

Furnish and Install Westec stainless steel panels and corresponding battens for the East wall in burn room #2 (11' x 9' high area).

Furnish and install all new stainless steel ceiling trims for the perimeter of the ceiling, bulkhead, and wall area listed above (includes s.s. trim for door).

Furnish and Install (2) ceiling thermocouple(s) to connect to the existing pyrometer for the ceiling area listed above.

Furnish and Install new bottom brush seals for the exterior door in burn room #1 and the South door in burn room #3.

Furnish and Install new stainless steel trims for the perimeter of the South door in burn room #3.

Furnish and Install (200) additional 3/4" long s.s. screws for reattaching existing s.s. trims.

Furnish and Install (100) additional 2" long s.s. screws for reattaching existing s.s. panels.

Note: Blankets and zees are not included to keep the replacement cost down; utilize the existing blankets and zees.

For pricing purposes, we have assumed that no remobilizations would be required. If multiple mobilizations are required we would need to review the schedule, equipment rentals, etc.

No warranty is included at this time as it is an existing building.

EXCLUSIONS:

Site work, concrete work, doors, frames & hardware, overhead doors, interior finishes, Electrical, Plumbing, Mechanical, Security or Control Systems

Building permits or fees

Overtime, weekend, or night work

Davis-Bacon wages

Special inspections, Engineering or testing

Payment or performance bond

Repairs to any scope beyond the High Priority items listed in Response Structural Engineers Report

Warranties

ABUCK, INC.
STANDARD ERECTION CONDITIONS

1. **CONCRETE SLABS AND COLUMN ANCHOR BOLTS** – (For slabs not provided by Abuck) Shall be set to grade and line with a tolerance of 3/8" in 20' and 1" overall. Diagonal measurements shall be with a tolerance of 1" per 100' of building length.
2. **SITE PREPARATION** – (a) Client shall furnish the building site clean, level, well drained, and compacted to sufficient hardness to support pneumatic tire mounted erection equipment. This shall include a usable passageway at least 15 feet wide and 20 feet high to the building site. The building site, which will include an area at least 10 feet wide on each side and at each end, shall be free and clear of all obstacles, trenches, etc., and readily available for the workmen and equipment to work, store and lay out materials. (b) Client shall provide access ramps at least 8 feet wide and not steeper than 4 to 1 slope to the floor area and will be responsible for their removal.
3. **STORAGE** – This price is based upon storage of all materials within 200 feet of the building site.
4. **ROOF AND WALL PENETRATIONS** – Unless specifically stated, wall and roof penetrations are not included in this price. ABUCK would prefer to quote penetrations and install curbs and frames during the erection of the building to insure weathertightness. The appropriate contractor would be responsible for counter flashing to our curb.
5. **INTERRUPTION** – This price is based upon continuous, full time working days (minimum 8 hours) without interruption or interference during regular working hours, until the work is completed. Any overtime wages or additional costs due to interruption or delay occasioned by the owner, contractor, or other subcontractors, including correcting improperly set anchor bolts, shall be the responsibility of that party. If the work cannot be completed as a continuous operation, the client will be charged an additional \$2800 for each additional day / trip required to complete the work.
6. **ELECTRIC POWER LINES** – Electric power lines within 25 feet of any portion of the building constitute a hazard. All power lines within 25 feet of the building must be made safe by elimination of current or be effectively shielded by competent personnel before crew can commence work. The cost of such shielding and the cost of any delays because of this hazard, shall be the responsibility of the client.
7. ABUCK will exercise reasonable care in protecting floor slabs from damage. Tire marks from equipment are not considered damage to the slab. We do not accept responsibility for cleaning the slab from tire marks or mud from the surrounding site that is tracked onto the slab from erection equipment.
8. ABUCK will exercise reasonable care in keeping the steel clean. However, we do not accept responsibility for cleaning the steel if the site is not properly graveled and well drained.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Fiber Pathway Installation – Constellium Automotive
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This item is for the construction and installation of a fiber pathway to provide internet services to Constellium Automotive at 1 Constellium Dr.</p> <p>The total amount is \$12,027.62 from NCI. A portion of this installation will be paid for by the customer. This is not a budgeted item but will be funded with the 2020 SPLOST. We recommend this installation for your approval.</p>
LEGAL:	N/A

2/22/2023



City of Cartersville - Fibercom
Gatlin Pruitt
1 N Erwin St
Cartersville, GA 30120
404-520-2944
gpruitt@cartersvillega.gov

Thank you for giving Network Cabling Infrastructures the opportunity to provide you with a proposal for the 1 Constellium Dr project. Please take the time to review the below scope of work and feel free to contact me if you have any questions or concerns.

All work will meet state and local codes, follow strict industry standards set forth by the Building Industry Consulting Service International, Inc. (BICSI).

Safety Standards:

All NCI (Network Cabling Infrastructures, LLC.) on-site technicians shall be aware of, and strictly adhere to any and all safety requirements mandated by OSHA, General Contractor and any applicable governmental agency.

Assumptions:

Technicians will have free access to required work areas.
Aerial Work Platforms, bucket trucks, or other overhead equipment will be provided by NCI.
Customer's employees, visitors, and others will be kept clear of active construction areas.
Work will be completed during normal business hours (7AM to 5PM, Monday-Friday).
Additional time requirements or delays may incur additional cost.

Bill Of Materials			
DESCRIPTION	UNITS	UNIT PRICE	EXTENDED PRICE
MATERIAL			
(725) ft Directional Bore (1) 1-1/4" HDPE	725	\$ -	\$ -
(725) ft Install Tracer	725	\$ -	\$ -
(1) ea Install 24"x36"x36" (Handhole With Gravel)	1	\$ 28.73	\$ 28.73
(1) ea Install Marker Pole	1	\$ -	\$ -
(1) ea Building Entry	1	\$ -	\$ -
(5) ea Landscape repair	5	\$ 11.46	\$ 57.31
LABOR			
(725) ft Directional Bore (1) 1-1/4" HDPE	725	\$ 15.00	\$ 10,876.74
(725) ft Install Tracer	725	\$ 0.10	\$ 72.32
(1) ea Install 24"x36"x36" (Handhole With Gravel)	1	\$ 450.00	\$ 450.00
(1) ea Install Marker Pole	1	\$ 30.00	\$ 30.00
(1) ea Building Entry	5	\$ 350.00	\$ 350.00
(5) ea Landscape repair	5	\$ 32.51	\$ 162.53

Material: \$ 86.04
 Labor: \$ 11,941.58
 Total: \$ 12,027.62

All Pricing is Valid for 7 callendar days from date at top of this proposal unless otherwise specified. Material manufacture subject to change based on distributor availability. All substituted products will be of similar quality and functionally interchangeable.

Scope of Work

- Install (1) 24"x36" hand holes
- Install (725') of (1) 1-1/4" HDPE
- Install (725') of tracer wire
- Install (1) 12"x12" wall mounted box

NCI would like to thank you for this great opportunity and once again feel free to contact me if you have any questions or concerns.

Sincerely,

Logan Ghorley
Project Manager
Phone: 470-255-4476
Fax: 770-495-6220
Email: logan.ghorley@ncicabling.com



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Gas System
AGENDA ITEM TITLE:	Gas Main Relocation- State Route 293
DEPARTMENT SUMMARY RECOMMENDATION:	A GDOT bridge replacement project on State Route 293 in Floyd County requires the relocation of existing natural gas facilities in conflict with the bridge construction. Sealed bids were requested for this work, and two were received. The low bidder submitted a bid with conditions to negotiate the terms of the contract, which were unacceptable, so the Gas System recommends accepting the second bid of \$530,601.41 from Pride Utility Construction Company of Gainesville, Georgia. The City previously entered into a force account agreement with GDOT for this project since a portion of the City’s facilities are located within a prescribed easement. There is a reimbursable amount of 9.82% of the total construction cost associated with the relocation of these existing natural gas facilities estimated to be approximately \$60,669.99.
LEGAL:	Reviewed by Archer & Lovell

TABULATION OF PROPOSALS

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	Estimate: \$242,020.00		Contractor: 1 Pike Gas Services, LLC Palm Beach Gardens, FL BASE BID: \$409,881.92		Contractor: 2 Pride Utility Construction Gainesville, Georgia BASE BID: \$530,601.41		BASE BID:	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	8-5/8" O.D.-.219" W.T. F.B.E. Coated, ERW X42/X52 Steel Line Pipe (Installation Labor Only) (Line Pipe Provided by Owner)	1,470	L.F.	\$48.00	\$70,560.00	\$138.00	\$202,860.00	\$113.29	\$166,536.30		
2.	8-5/8" O.D.-.322" W.T. F.B.E. Dual Coated, ERW X42/X52 Steel Line Pipe (Installation Labor Only) (Line Pipe Provided by Owner)	300	L.F.	\$60.00	\$18,000.00	\$88.46	\$26,538.00	\$121.43	\$36,429.00		
3.	3/4" IPS-.113" W.T., F.B.E. Coated, SMLS B Steel Line Pipe (Installation Labor Only) (Line Pipe Provided by Owner)	150	L.F.	\$20.00	\$3,000.00	\$53.08	\$7,962.00	\$147.98	\$22,197.00		
4.	8" Directional Bore (Sta. 105+ 66.90 to Sta. 109+45.56) (Bore Only) (Soil Bore)	380	L.F.	\$75.00	\$28,500.00	\$75.00	\$28,500.00	\$144.87	\$55,050.60		
5.	8" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P. (Stopper Fitting Provided By Owner)	2	Ea.	\$8,450.00	\$16,900.00	\$7,297.90	\$14,595.80	\$26,185.18	\$52,370.36		
6.	8" Line Valve Assembly, ANSI Class 300, 740# W.P. (Line Valve Provided By Owner)	1	Ea.	\$1,500.00	\$1,500.00	\$6,634.45	\$6,634.45	\$2,981.75	\$2,981.75		
7.	3/4" Service Tee, 1200# W.P.	4	Ea.	\$375.00	\$1,500.00	\$414.65	\$1,658.60	\$1,490.88	\$5,963.52		
8.	Connection to Existing 3/4" Steel	4	Ea.	\$375.00	\$1,500.00	\$414.65	\$1,658.60	\$1,490.88	\$5,963.52		
9.	Farm Tap Assembly (Assembly Provided by Owner)	2	Ea.	\$500.00	\$1,000.00	\$1,658.61	\$3,317.22	\$4,472.63	\$8,945.26		
10.	Silt Fence Type "C" ¹	1,060	L.F.	\$3.50	\$3,710.00	\$7.20	\$7,632.00	\$4.17	\$4,420.20		
11.	Pavement Removed and Replaced ²	15	S.Y.	\$0.00	\$0.00	\$221.15	\$3,317.25	\$932.54	\$13,988.10		

TABULATION OF PROPOSALS

				Contractor:		1		2			
				Estimate: \$242,020.00		Pike Gas Services, LLC Palm Beach Gardens, FL BASE BID: \$409,881.92		Pride Utility Construction Gainesville, Georgia BASE BID: \$530,601.41		BASE BID:	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
12.	Purge and Abandon In Place/ Removal	1,900	L.F.	\$2.50	\$4,750.00	\$9.02	\$17,138.00	\$13.18	\$25,042.00		
13.	Temporary Grassing	4,000	S.Y.	\$1.00	\$4,000.00	\$2.19	\$8,760.00	\$0.83	\$3,320.00		
14.	Permanent Grassing	4,000	S.Y.	\$1.75	\$7,000.00	\$2.19	\$8,760.00	\$1.67	\$6,680.00		
15.	Solid Rock Excavation	170	C.Y.	\$80.00	\$13,600.00	\$225.00	\$38,250.00	\$225.00	\$38,250.00		
BID PROPOSAL				Total: \$175,520.00		Total: \$377,581.92		Total: \$448,137.61		Total:	
Additional price bid for Bid Item No. 4 if solid rock is encountered during boring operation. Price bid shall be the total price bid for solid rock bore less price bid for soil bore.											
1.	8" Solid Rock Directional Bore (Bore Only) (Price Differential from Soil Bore) (Adder)	380	L.F.	\$175.00	\$66,500.00	\$85.00	\$32,300.00	\$217.01	\$82,463.80		
BID PROPOSAL W/ROCK BORE				Total: \$242,020.00		Total: \$409,881.92		Total: \$530,601.41		Total:	

¹ Quantity increased from 690 L.F. to 1,060 L.F. following final design.

² Bid Item added following final design.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Purchase of Six Replacement Stalker Lidar Units
DEPARTMENT SUMMARY RECOMMENDATION:	The Police Department is requesting approval to purchase six Stalker Lidar units to replace lidar units that are 15 years old and in constant need of repair. We recommend purchasing the units from Stalker Radar Applied Concepts for \$14,679.00. This is a budgeted item paid for by federal asset forfeiture funds. E-Verify and E-Save documents are on file.
LEGAL:	N/A



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Dan Porta, City Manager
From : Chief Frank L. McCann
Date : August 24, 2023
Ref : Purchase of six Stalker lidar units to replace old lidar units

I am requesting approval to purchase six Stalker lidar units to replace older lidar units (15 years old) that are constantly in the repair shop. I recommend Stalker Radar Applied Concepts to purchase the six lidar units at a cost of \$14,679.00. This purchase will be paid for out of federal asset forfeiture funds.

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



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Michael Wiseman
mwiseman@a-concepts.com

Reg Sales Mgr: Scott Berry
+1-972-837-5129
scottb@stalkerradar.com

Meeting: September 7, 2023 Item 12.
#2077514

Page 1 of 1

Date: 08/22/23

Effective From : 08/22/2023

Valid Through: 11/20/2023

Lead Time: 35 working days

Bill To: Cartersville Police Dept 195 Cassville Rd Cartersville, GA 30120-2643	Customer ID: 023356 Accounts Payable	Ship To: Cartersville Police Dept 195 Cassville Rd Cartersville, GA 30120-2643	<i>FedEx Ground</i> Major Eric Williams
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	6	808-6125-00	Stalker Lidar RLR - w/BT, DL & FTC, 2 Batteries, D	24	\$2,424.00	\$14,544.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	6	200-1278-53	Stalker Lidar RLR			\$0.00
2	12	200-1053-10	Lidar RLR Battery Cell, ACI Build			\$0.00
3	6	200-1092-01	Lidar RLR Dual Bay Battery Charger			\$0.00
4	6	035-0211-00	Soft Storage Bag			\$0.00
5	6	011-0002-00	Lidar Certificate of Accuracy			\$0.00
6	6	011-0231-00	Lidar RLR Quick Start Guide			\$0.00
7	6	035-0389-00	Lidar Shipping Box w/Foam			\$0.00
8	6	060-1000-24	24-Month Warranty			\$0.00
Group Total						\$14,544.00

Product	\$14,544.00	Sub-Total:	\$14,544.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$135.00
		Total: USD	\$14,679.00

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Other
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Federal annual report fiscal year 2022/2023
DEPARTMENT SUMMARY RECOMMENDATION:	<p>As you know, the Cartersville Police Department has to complete the federal annual report for the U.S. Department of Justice each year to account for the federal asset forfeiture money received and spent. The report is for the fiscal year starting July 1, 2022, and ending June 30, 2023. This report was prepared by the Police Department with the assistance of Tom Rhinehart, Finance Director. I am recommending approval of the annual report and authorization for the Mayor to sign it on behalf of the City of Cartersville.</p>
LEGAL:	N/A



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Dan Porta, City Manager
From : Chief Frank L. McCann
Date : August 24, 2023
Ref : Federal annual report fiscal year 2022/2023.

As you know, the Cartersville Police Department has to complete the federal annual report for the U.S. Department of Justice each year to account for the federal asset forfeiture money received and spent. The report is for fiscal year starting July 1, 2022 and ending June 30, 2023. This report was prepared by the police department with the assistance of Tom Rhinehart, Finance Director. I am requesting that this item be added to the agenda for the September 7, 2023 City Council meeting.

FY2023 ESAC

Line #4 (Other Income):

\$24,235.00 – Insurance settlement for vehicle purchased with forfeiture funds

Total = \$24,235.00

Breakdown of Expenditures:

Law Enforcement Equipment:

Uniform / Personal Equipment - \$7245.89

Weapons / Ammunition / Protective Equipment – \$45,888.00

Police Vehicles / Vehicle Related Equipment – \$256,500.00 (to include the purchase of 7 police vehicles)

TOTAL = \$309,633.89

Training and Education:

National Certification (CALEA) - \$11,450.00

TOTAL = \$11,450.00



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA0080100
Agency Name: Cartersville Police Department
Mailing Address: 195 Cassville Rd. / P.O. Box 1390
 Cartersville, GA 30120

Type: Police Department

Agency Finance Contact
Name: McCann, Frank L.
Phone: 7703822526 **Email:** flmcann@cartersvillepolice.com

Jurisdiction Finance Contact
Name: Rhinehart, Tom
Phone: 770 387 5615 **Email:** trhinehart@cityofcartersville.org

ESAC Preparer
Name: Firth, Ryan
Phone: 678-449-4405 **Email:** firth46@cartersvillepolice.com

FY End Date: 06/30/2023

Agency FY 2024 Budget: \$8,270,785.00

Annual Certification Report

	Justice Funds ¹	Treasury Funds ²
1 Beginning Equitable Sharing Fund Balance	\$459,884.99	\$0.00
2 Equitable Sharing Funds Received	\$101,133.58	\$0.00
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$24,235.00	\$0.00
5 Interest Income	\$0.00	\$0.00
6 Total Equitable Sharing Funds Received (total of lines 2-5)	\$125,368.58	\$0.00
7 Equitable Sharing Funds Spent (total of lines a - n)	\$321,083.89	\$0.00
8 Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$264,169.68	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIA, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Justice Funds	Treasury Funds
a Law Enforcement Operations and Investigations	\$0.00	\$0.00
b Training and Education	\$11,450.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d Law Enforcement Equipment	\$309,633.89	\$0.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$0.00	\$0.00
g Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
Total	\$321,083.89	\$0.00

Equitable Sharing Funds Received From Other Agencies

Meeting: September 7, 2023 Item 13.

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Other-Insurance settlement for vehicle purchased with forfeiture	\$24,235.00	

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: McKellar, Christopher
Company: Mauldin & Jenkins
Phone: 770-541-5433

Email: mjconnect@mjcpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold, select Threshold Not Met.

Meeting: September 7, 2023 Item 13.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 973946

Affidavit

Meeting: September 7, 2023 Item 13.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: McCann, Frank
Title: Chief of Police
Email: flmccann@cartersvillepolice.com

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Santini, Matthew
Title: Mayor
Email: cartersvillemayor@yahoo.com

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Other
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Bartow County Health Department Permit Fee
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County requests the city to waive the building permit fee of \$17,062.50 for the renovation of the Health Department, which serves city and county residents. The remodel is funded with \$1.5 million from County SPLOST funds and a \$1 million CDBG grant. I recommend waiving this fee.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Lindsey Engineering Services Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The City will be required by the Georgia Environmental Protection Division, as of January 1st, 2024 to have a documented asset management program for its water system. Documentation of this program must be submitted before the renewal of the City’s water withdrawal or water system operating permits.</p> <p>Lindsey Engineering has specific expertise in preparing water system asset management programs. This is a budgeted expense, and I am requesting for the Mayor and City Clerk to sign the Engineering Services agreement with Lindsey Engineering.</p>
LEGAL:	Reviewed by Archer & Lovell

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is effective as of August 15, 2023, (Effective Date) between City of Cartersville, Georgia (OWNER) and Lindsay Engineering & Consulting, LLC (ENGINEER). OWNER's Project (OWNER may or may not be the property owner), of which ENGINEER's services under this Agreement are a part, is generally identified as follows: On-call engineering and consulting related to water, wastewater, and stormwater programs and infrastructure, as authorized from time to time by written Task Orders issued by OWNER and accepted by ENGINEER, each designated as a Project. A completed Task Order form is attached to this Agreement as Exhibit A.

ARTICLE 1 – ENGINEER'S SERVICES

ENGINEER shall provide the Services set forth herein and in Task Orders under Exhibit A. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services as set forth in Exhibit A. ENGINEER will be compensated for Services as set forth in each Task Order as specified therein.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 Owner shall:

- A. Provide ENGINEER with OWNER's requirements, criteria and information for the Project; furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable; and furnish any other available information pertinent to the Project including reports and data relative to previous designs or investigation at or adjacent to the site.
- B. Furnish or otherwise make available such additional Project-related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following: (1) property descriptions; (2) zoning, deed, and other land use restrictions; (3) property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points; (4) explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof; (5) environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas; (6) data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto; (7) all surveys will be provided in hard copy in addition to digital format.
- C. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any Constituent of Concern or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- D. Authorize ENGINEER to provide Additional Services as set forth in Exhibit A of the Agreement as required.
- E. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- F. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
- G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Provide all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the OWNER's needs and interests.
- I. Advise ENGINEER of the identity and scope of services of independent consultants employed by OWNER and coordinate the services of such consultants with those services provided by ENGINEER.
- J. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may assist OWNER in collating the various cost categories which comprise Total Project Costs.
- K. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

- L. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an Exhibit hereto that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- M. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment observation reviews.
- N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- O. Provide ENGINEER with the findings and reports generated by the entities providing services to OWNER pursuant to this paragraph.
- P. Inform ENGINEER in writing of any specific requirements of safety or security programs that are applicable to ENGINEER, as a visitor to the Site.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 General

- A. ENGINEER shall complete its obligations within a reasonable time. If specific periods of time for rendering services or specific dates by which services are to be completed are set forth in Exhibit A. In providing such periods of time, it is recognized that Engineer has no control over the meeting/review times or schedules of the Owner or authorities having jurisdiction over the Project. The project duration is based on Engineer’s reasonable professional judgment and experience and does not in any way whatsoever constitute a warranty, express or implied, that the provided periods of time will not vary from the Owner’s expected schedule or from any additional project schedules prepared by Engineer or others as the project progresses. Any construction activity timing or scheduling provided by Engineer is provided only for planning information and will be superseded by a detailed construction schedule(s) provided by the Contractor at a later date.
- B. If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER’s services is impaired, or ENGINEER’s services are delayed or suspended, then the time for completion of ENGINEER’s services, and the rates and amounts of ENGINEER’s compensation, shall be adjusted equitably. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER’s services, and the rates and amounts of ENGINEER’s compensation, shall be adjusted equitably.

3.02 Suspension

- A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER’s services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- B. If ENGINEER’s services are delayed or suspended by OWNER, or if ENGINEER’s services are extended by Contractor’s actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 – ENGINEER’S COMPENSATION

4.01 Methods of Payment for Services and Reimbursable Expenses - OWNER shall pay ENGINEER for Basic Services as set forth in Exhibit A.

4.02 Other Provisions Regarding Compensation

- A. Preparation of Invoices. Invoices will be prepared in accordance with ENGINEER’s standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit A.
- B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER’s invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination. In the event of:

1. any termination, ENGINEER will be entitled to invoice and be paid by OWNER in accordance with Exhibit A for all services performed and all Reimbursable Expenses incurred through the effective date of termination.
2. by OWNER for convenience or by ENGINEER for cause, ENGINEER shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit A.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Construction Cost - ENGINEER's opinions of probable construction cost are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If Owner requires greater assurance as to probable construction cost, Owner must employ an independent cost estimator.

5.02 Opinions of Total Project Costs - ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances, time and location. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. Technical Accuracy. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

C. Consultants. ENGINEER may employ such consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

D. Right to rely. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such documentation in performing or furnishing services under this Agreement.

E. Reliance on Others. Subject to the standard of care set forth herein, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

F. Compliance with Laws and Regulations. ENGINEER and OWNER shall comply with applicable laws or regulations. ENGINEER shall comply with OWNER-mandated standards, subject to the standard of care set forth herein and to the extent compliance is not inconsistent with professional practice requirements. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

G. Certifications. ENGINEER shall not be required to sign any documents that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

H. General Conditions. The general conditions for any construction contract documents prepared hereunder are to be the current edition "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee unless both parties mutually agree to use other general conditions.

I. Contractor's Means and Methods. ENGINEER shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

J. Contractor's Performance and Actions. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. ENGINEER shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their employees or of any other persons (except ENGINEER's own agents, employees, and consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by ENGINEER.

K. Site Safety. While at the Site, ENGINEER's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which ENGINEER has been informed in writing.

6.02 Authorized Project Representatives –ENGINEER and OWNER shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party so as to not delay ENGINEER's services.

6.03 Design Without Construction Phase Services - ENGINEER shall be responsible only for those construction phase services expressly required of ENGINEER in Exhibit A. With the exception of such expressly required services, ENGINEER shall have no design, shop drawing review, or other obligations during construction and OWNER waives all claims against the ENGINEER that may be connected in any way to construction phase engineering or professional services except for those services that are expressly required in Exhibit A

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER and its consultants shall retain an ownership and property interest therein (including copyright and right of reuse) whether or not the Project is completed.

B. Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER or its consultants. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER are only for convenience. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. The party receiving electronic files agrees that it will perform acceptance tests or procedures within 3 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 3-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. If OWNER and ENGINEER intend to transmit the Materials or any other information or documentation in digital form during the design and/or construction phases of the Project, OWNER and ENGINEER agree to use ENGINEER's digital document management software system (OneDrive) to which ENGINEER shall provide OWNER and the contractor access. Should OWNER not agree to use ENGINEER's document management software or, at the request of the contractor, OWNER directs ENGINEER to use a different such software for transmission and management of construction phase documentation, ENGINEER's fees and time schedules shall be equitably adjusted.

F. ENGINEER grants OWNER a non-exclusive license to use the Documents on the Project and to make and retain copies of Documents for reference in connection with extensions of the Project, and for related uses of the OWNER, subject to receipt by ENGINEER of full and prompt payment for all services relating to preparation of the Documents. OWNER acknowledges that: (1) such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to its officers, directors, members, partners, employees, and consultants, and OWNER specifically indemnifies and holds ENGINEER harmless for such use, reuse or modification; and (3) such limited license to OWNER shall not create any rights in third parties.

G. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall maintain insurance coverage as follows:

1. COMMERCIAL GENERAL LIABILITY insurance with \$1,000,000 per occurrence, \$2,000,000 aggregate.

2. COMMERCIAL AUTOMOBILE LIABILITY insurance with \$1,000,000 combined single limit each accident.
 3. PROFESSIONAL LIABILITY insurance with \$1,000,000 each claim and \$1,000,000 annual aggregate.
 4. WORKER'S COMPENSATION insurance in amounts required by state law.
- B. ENGINEER shall provide Certificates of Insurance evidencing coverage as applicable prior to commencement of services.
- C. OWNER shall require Contractor to purchase and maintain general liability insurance and other insurance as specified in the Contract Documents and to cause ENGINEER and its consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. All policies of property insurance relating to the Project shall contain provisions to the effect that ENGINEER's and its consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against ENGINEER or its consultants, or any insureds, additional insureds, or loss payees thereunder.

6.06 Termination

- A. The obligation to provide further services under this Agreement, or under an individual Task Order, may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party. In the event of any termination under this clause, Engineer will be entitled to invoice Owner and to receive full payment for all services performed and all Reimbursable Expenses incurred through the effective date of termination.

6.07 Lien Rights - Within 15 days after receipt of a written request from the Engineer, the Owner shall furnish any requested information as necessary and relevant for the Engineer to evaluate, give notice of, or enforce lien rights. Evaluation, notice and enforcement of lien rights shall be determined at the Engineer's discretion.

6.08 Controlling Law - This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.09 Claims and Dispute Resolution

- A. For all conflicts arising out of this Agreement or the Project, OWNER and ENGINEER agree to negotiate disputes between them in good faith for a period of 60 days after notice.
- B. OWNER and ENGINEER agree that any disputes not settled between them shall be submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and shall include a list of no less than three nor more than six names, addresses and qualifications of industry-experienced mediators which the filing party will accept to conduct the mediation. Mediation shall proceed in advance of legal or equitable proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- C. If such mediation is unsuccessful in resolving a dispute, then either party may seek to have the dispute resolved by a court of competent jurisdiction. In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover in accordance with State law.
- D. OWNER and ENGINEER shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law in effect at the time this Agreement was executed, but, in any case, not more than 10 years after the date of Substantial Completion of the Work. Owner and Engineer waive all claims and causes of action not commenced in accordance with this Paragraph 6.09 D.

6.10 Environmental Condition of Site

- A. OWNER has disclosed to ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location and represents to ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing exist at the Site.
- B. If ENGINEER encounters or learns of an undisclosed Constituent of Concern at the Site, then ENGINEER shall notify (1) OWNER and (2) appropriate governmental officials if ENGINEER reasonably concludes that doing so is required by applicable laws or regulations.
- D. Both parties acknowledge that ENGINEER's scope of services does not include any services related to Constituents of Concern. If an undisclosed Constituent of Concern is encountered, or if investigative, remedial action or other professional services are necessary with respect to disclosed or undisclosed Constituents of Concern, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of

services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable laws and regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause.

F. Owner acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in CERCLA, as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Allocation of Risks

A. Indemnification.

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER and OWNER's officers, directors, members, partners, consultants, and employees from and against any and all costs, losses, and damages (including but not limited to reasonable fees and charges of all professionals, and all court costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, or consultants in the performance services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and consultants from and against any and all costs, losses, and damages (including but not limited to reasonable fees and charges of all professionals, and all court costs) to the extent caused by the OWNER or OWNER's officers, directors, partners, employees, consultants or contractors with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent contributor, shall not exceed the percentage share that the party's negligence bears to the total negligence of all negligent contributors.

4. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and consultants from and against all claims, costs, losses, and damages, including but not limited to reasonable fees and charges of all professionals, and all court costs, (collectively Claim) caused by, arising out of or resulting from a Constituent of Concern, provided that (1) any such Claim is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

B. Mutual Waiver. To the fullest extent permitted by law, OWNER and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

C. Limitation of Liability. In recognition of the relative risk of benefits of the project to both OWNER and ENGINEER, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of ENGINEER and its consultants to the OWNER and to all construction contractors and subcontractors on the project for any and all claims expenses from any cause or causes, so that the total aggregate liability of ENGINEER and its consultants to all those named shall not exceed ENGINEER's total compensation for services rendered on the Project, up to \$1,000,000. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

D. Premium Cost. If, after the construction has begun, an error or omission is discovered and the item can still be provided in the planned sequence of construction without a premium cost to the OWNER; then the OWNER will pay for this entire item just as if it had been included in the original Contract Documents. If this error or omission is discovered out of sequence with the planned construction schedule resulting in a premium cost to add or correct the item, but such premium cost falls within twenty percent (20%) of the defined construction cost, then such cost shall be borne by OWNER as if it had been included in the original Contract Documents.

6.12 Successors, Assigns and Beneficiaries

A. The OWNER and ENGINEER, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement.

B. Neither the OWNER nor ENGINEER shall assign this Agreement without the written consent of the other.

C. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ENGINEER.

6.13 Miscellaneous Provisions

A. Notices. Notices will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. Survival and Severability. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason. Should any provisions of this Agreement be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed void and all remaining provisions shall continue in force. Further, such provision so determined shall be amended by the parties hereto so as to make it valid, legal and enforceable, but keeping it close to the original meaning as possible.

C. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

D. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

E. Photographic or Artistic Representations: Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. Engineer shall be given reasonable access to the completed Project to make such representations. However, Engineer's material shall not include Owner's confidential or proprietary information if Owner has previously advised engineer in writing of the specific information considered by Owner to be confidential or proprietary. Owner shall provide professional credit for Engineer in Owner's promotional materials for the Project.

F. Immigration Reform Compliance: Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of the "Georgia Security and Immigration Compliance Act" {O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1 et seq.} and the Immigration Reform and Control Act of 1986 {8 USC § 1621 (c)} and will provide the required documentation regarding said compliance.

6.14 Definitions

A. Constituent of Concern. Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (CERCLA); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (RCRA); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

B. Contract Documents. Those items so designated in the construction contract, including the drawings, specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the construction contract are Contract Documents. Approved shop drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

C. Contractor. The entity or individual with which Owner has entered into a construction contract.

D. Documents. Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

E. Substantial Completion. The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

F. Total Project Costs. The sum of the construction cost, allowances for contingencies, and the total costs of services of Engineer and all design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

G. Work. The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 7 – SCOPE OF THIS AGREEMENT

7.01 Total Agreement - This Agreement and the Exhibits thereto represents the entire and integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

7.02 The Exhibits to this Agreement include:
Exhibit A – Engineer’s Scope and Compensation of Services (Task Order Template and Task Order No. 01)

IN WITNESS WHEREOF, OWNER and ENGINEER have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written herein.

OWNER: City of Cartersville, GA

By: _____ **Attest:** _____

Name/Title: Matthew J. Santini, Mayor **Name/Title:** Julia Drake, City Clerk

Date: _____ **[affix seal]**

Designated Representative:
J. Sidney Forsyth, Water Department Director
Cartersville Water Department
148 Walnut Grove Road
Cartersville, GA 30120
(770) 607-6234
sforsyth@cityofcartersville.org

ENGINEER: Lindsay Engineering & Consulting, LLC

By: Rebecca J. Lindsay

Name/Title: Rebecca Lindsay, President

Date: August 15, 2023

Address for Giving Notices:
881 Adams Road
Jefferson, GA 30549
(678) 300-9789
rebecca@lindsay-engineering.com

Exhibit A – Engineer’s Scope and Compensation of Services (Task Order Template)

Task Order No. 01 – On-Call General Consulting Services

SCOPE:

Engineer’s services for this Project are described as follows: Consulting, advisement, assessment, and peer review as requested by the City Water Department.

COMPENSATION:

For the specified category of service, the OWNER shall pay ENGINEER an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class as presented hereafter. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified below.

Standard Hourly Rates

1. Principal Engineer, \$230/hour.
2. Peer Review, \$150.00/hour.
3. Project Controls, \$137.50/hour.
4. GIS, \$126.50/hour.
5. Additional staff categories and rates may be proposed by Engineer for Owner’s consideration as-needed or upon request.

Reimbursable Expenses

1. Mileage, billed at the current federal GSA rate.
2. Reproduction, billed at cost.

The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually as of July 1st (beginning in 2024) to reflect equitable changes in the compensation payable to Engineer, with notice to the Owner.

All provisions of this Task Order are as set forth in the Agreement dated August 15, 2023. The Effective Date of this Task Order is August 15, 2023.

OWNER: City of Cartersville, GA

By: _____

Name/Title: _____

Date: _____

ENGINEER: Lindsay Engineering & Consulting, LLC

By: Rebecca J. Lindsay

Name/Title: Rebecca Lindsay, President

Date: August 15, 2023



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Laboratory Fume Hood
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The current fume hood in the wastewater laboratory is fifteen years old and needs frequent maintenance to remain certified and usable. We intend to maintain it until the lab moves to the new Water Department Admin Complex next May, at which time should be replaced. Since this is a specialty lab item, we chose to specify and bid this unit separately from the lab construction.</p> <p>We received four quotes for this unit, with the lowest bid, including factory installation from Avantar/VWR for \$19,656.41. This is a budgeted item, and I recommend purchasing this fume hood from the low bidder.</p>
LEGAL:	N/A



Meeting: September 7, 2023 Item 16.

QUOTATION

Quote Number	Valid From	Valid To	Page
8032181634	07/20/2023	08/18/2023	1 of 3
Currency	Sales Representative	Customer Reference	
USD	DI INSDSLS-SOUTHEAST 5 COU		

To Place an Order	
Phone :	1-800-932-5000
Fax :	1-866-329-2897
Web :	www.vwr.com

Quote Prepared For	Contact Phone / Fax / E-Mail
Brent Beck	bbeck@cityofcartersville.org
Ship To :	Sold To :
80134856	80058531
CARTERSVILLE CITY OF WATER POLLUTION CTR PLT 102 WALNUT GROVE RD SE CARTERSVILLE GA 30120	CARTERSVILLE CITY OF ACCOUNTS PAYABLE PO BOX 1390 CARTERSVILLE GA 30120-1390

When placing your order, please include your quotation number and account number to ensure you receive the correct price.

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS.

Row	VWR Catalog Number	Product Description	Qty	UOM	Unit Price	Extended Price
10	MISCFURN-STDP	11150000/5' Protector XL Benchtop/EA	1	EA	9,226.03	9,226.03
<p>Customer Ref # : 11150000 Availability :</p> <p>Product Ships Directly from Manufacturer</p> <p>Additional Information : 5' Protector XL Benchtop Laboratory Hood, 24" interior depth</p> <p>Lead time is 11 weeks</p> <p>White glove delivery charges.</p> <p>The hood needs to be set up on top of the cabinets. In order to complete the white glove service for this order, ALL ITEMS MUST SHIP COMPLETE.</p> <p>Pricing for shipping 1 hood with 2 cabinets & blower at 900 Lb total from Kansas City, MO to Cartersville, GA with inside delivery, white glove service and debris removal at destination would be an estimated \$2,114.30. Pricing includes 4 men with a pallet jack, genie lift and dolly with up to 90 minutes onsite time at destination for delivery. Should more time or labor be required for delivery and assembly, additional charges would apply.</p> <p>*Genie lift and extra labor required to place hood on top of cabinet.</p> <p>**NOTE: PRICING DOES NOT INCLUDE ADHESIVE IF NEEDED FOR INSTALLATION. Customer will need to supply adhesive if required.</p> <p>Please reference Quote# 0818-11.</p> <p>-Quotes are non-binding and subject to actual loads and services rendered.</p>						
20	89232-806	WS/PREMIER/5FT/NOCUTOUT	1	EA	1,205.47	1,205.47
<p>Customer Ref # : 9500500</p> <p>Accessories for Protector® Premier® Laboratory Hoods, Labconco</p> <p>Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=89232-806</p> <p>Shipping Dimensions Weight / Size (L*W*H) per UOM : 150.000 LB / 32.000*62.000*6.000 IN</p> <p>UOM Component Info : EA(1 items)</p> <p>Availability : Product Ships Directly from Manufacturer</p>						

QUOTATION			
Quote Number	Valid From	Valid To	Page
8032181634	07/20/2023	08/18/2023	2 of 3
Currency	Sales Representative	Customer Reference	
USD	DI INSDSLS-SOUTHEAST 5 COU		

Row	VWR Catalog Number	Product Description	Qty	UOM	Unit Price	Extended Price
30	46610-456	ACID STORAGE CABINET 30IN	1	EA	1,629.36	1,629.36
		Customer Ref # : 9901200 Protector® Acid Storage Cabinets, Labconco® Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=46610-456 Shipping Dimensions Weight / Size (L*W*H) per UOM : 175.000 LB / 22.000*30.000*35.800 IN UOM Component Info : EA(1items) Availability : In Stock				
40	15202-504	VENT KIT F/ACID STRGE CABINET	1	EA	276.50	276.50
		Customer Ref # : 3591100 Accessories for Protector® Acid Storage Cabinets, Labconco Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=15202-504 Shipping Dimensions Weight / Size (L*W*H) per UOM : 5.800 LB / 30.900*10.300*9.800 IN UOM Component Info : EA(1items) Availability : In Stock				
50	46610-462	STANDARD BASE CABINET 30IN W	1	EA	1,332.48	1,332.48
		Customer Ref # : 9900200 Protector® Standard Storage Cabinets, Labconco® Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=46610-462 Shipping Dimensions Weight / Size (L*W*H) per UOM : 175.000 LB / 22.000*30.000*35.800 IN UOM Component Info : EA(1items) Availability : In Stock				
60	89260-114	DUPLX RECEPTACLE KT 115V 60HZ	1	EA	124.60	124.60
		Customer Ref # : 9851100 Protector® Fume Hood Airflow Monitors, Service Fixture Kits, and Duplex Receptacle Kits, Labconco Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=89260-114 Shipping Dimensions Weight / Size (L*W*H) per UOM : 4.000 LB / 12.000*12.000*10.000 IN UOM Component Info : EA(1items) Availability : In Stock				
70	89260-082	GUARDIAN AIRFLOW MONITOR, 115V	1	EA	938.00	938.00
		Customer Ref # : 9413300 Protector® Fume Hood Airflow Monitors, Service Fixture Kits, and Duplex Receptacle Kits, Labconco Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=89260-082 Shipping Dimensions Weight / Size (L*W*H) per UOM : 10.000 LB / 12.000*12.000*10.000 IN UOM Component Info : EA(1items) Availability : In Stock				
80	82006-788	FIBERGLASS BLOWER 1/2HP 115V	1	EA	3,403.84	3,403.84
		Customer Ref # : 7181200 Blowers for Laboratory Hoods, Labconco® Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=82006-788 Shipping Dimensions Weight / Size (L*W*H) per UOM : 100.000 LB / 27.000*23.000*26.000 IN UOM Component Info : EA(1items) Availability : In Stock				
90	30185-000	WEATHER CAP ZERO PRESSURE	1	EA	1,520.13	1,520.13
		Customer Ref # : 5622100 Zero Pressure Weather Caps, Labconco® Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=30185-000 Shipping Dimensions Weight / Size (L*W*H) per UOM : 35.000 LB / 13.000*13.000*56.000 IN UOM Component Info : EA(1items) Availability : Product Ships Directly from Manufacturer				

Item Total : 19,656.41
Quote Total : 19,656.41



Meeting: September 7, 2023 Item 16.

QUOTATION			
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8032181634	07/20/2023	08/18/2023	3 of 3
Currency	Sales Representative	Customer Reference	
USD	DI INSDSLS-SOUTHEAST 5 COU		

Financing Available. Contact your VWR Representative for details about flexible financing programs.

VWR International's Terms and Conditions of Sale apply. A copy is available on our website (https://us.vwr.com/store/content/externalContentPage.jsp?path=/en_US/about_vwr_terms_conditions_product_sales.jsp), or by request. Customer represents that it has read and agrees to VWR International's Terms and Conditions of Sale.

Identified stock status is based on product availability at time of the quote and may change at time of order. Delivery dates are based on standard lead times from suppliers.

Charges displayed on the quotation including freight, tax and other charges are estimates and may vary at time of order.

Any images used are not necessarily representative of any product offering from VWR International and do not constitute the basis for purchase decisions.

Customer is responsible for unloading and providing standard receiving facilities for large and/or heavy shipments. Special unloading or delivery can be arranged, provided VWR International is notified at the time of order placement. For such arrangements, please contact VWR International for a quotation. All quotes for installation assume that services related to the equipment are in place at the Customer site (including, but not limited to, gas, plumbing, electrical and ventilation) as per the equipment manufacturer's specifications prior to the installation of the equipment. Installation or other services are not included in this quotation, unless otherwise noted on the quotation.

Customer has a limited amount of time to document and report any shipping damage. Please inspect all shipments upon receipt and refer to Section 4 of VWR International's Terms and Conditions of Sale for additional information.

Items prefixed with "MISC" are subject to regulatory approval once VWR International receives acceptance from the customer. They are special order, and as such may not be returnable. Please allow 6-8 weeks delivery from the time of your first order or acceptance of this quotation.



Meeting: September 7, 2023 Item 16.

1.800.521.0754
 Fax 215.442.9202
 www.labrepco.com

To	Phone	PROPOSAL		
Brent Beck Cartersville Water Department 148 Walnut Grove Road SE Cartersville, GA 30120	(770) 607-1166			
	Fax	Terms	Date	Quote No.
		NO TERMS - Credit	8/29/2023	QD08452
	Email	Needed	Sales Representative	
	bbeck@cityofcartersville.org		Nicole Poske ext.177	
Proposal Valid for	Ship Date	F.O.B.	Rep Email	
60 Days		Fact PP&A	nicole.poske@labrepco.com	

SALES TAX NOTICE

Unless your tax exemption certificate is on file with us all applicable state sales tax charges will be applied at the time of invoicing.

EMAIL OR FAX ORDER TO

LABREPCO, LLC
 purchaseorders@labrepco.com
 Fax: (215) 442-9202

Qty	Item No.	Description	Unit Price	Extension
<p>Please note your company has not yet established payment terms. To avoid a delay in order processing, a credit application is required please reach out to us for further information.</p> <p>updated 8/29/2023</p>				
1	111500000	5' Protector XL Benchtop Hood, 31.7" exterior depth, 100-115V, 50/60Hz	\$ 8,898.00	\$ 8,898.00
1	9500500	SpillStopper Work Surface, 5' w x 30" d, no cutouts	\$ 1,760.00	\$ 1,760.00
1	9901200	30" Acid Cabinet	\$ 1,938.00	\$ 1,938.00
1	9900200	30" Standard Base Cabinet	\$ 1,626.00	\$ 1,626.00
1	9851100	Duplex Outlet, 115V, 20A	\$ 157.00	\$ 157.00
1	9413300	Guardian Airflow Monitor	\$ 1,178.00	\$ 1,178.00
<p>Specifications: Voltage: 100-115V, 50/60Hz</p>				
1	7181200	Fiberglass Blower, 12", 1/2 hp	\$ 5,246.00	\$ 5,246.00
1	5622100	Zero Pressure Weathercap, 12" dia.	\$ 1,381.00	\$ 1,381.00
1	3591100	Vent Kit for Acid Storage Cabinet	\$ 349.00	\$ 349.00
1	INSTALL	Installation via NCI	\$ 2,000.00	\$ 2,000.00
<p>*FINAL CONNECTIONS ARE THE RESPONSIBILITY OF THE CUSTOMER*</p>				
1	FREIGHT#	Dock to dock freight only	\$ 1,200.00	\$ 1,200.00
<p>(End user has a raised dock and does not require any assistance with unloading the unit)</p>				

Continued

LABREPCO, LLC will not be responsible for freight charges, rigging or any special delivery requirements such as lift gate delivery or delivery inside a customer's facility unless noted on this quotation.



Meeting: September 7, 2023 Item 16.

1.800.521.0754
 Fax 215.442.9202
 www.labrepco.com

To Brent Beck Cartersville Water Department 148 Walnut Grove Road SE Cartersville, GA 30120	Phone		PROPOSAL		
	(770) 607-1166				
	Fax		Terms	Date	Quote No.
			NO TERMS - Credit	8/29/2023	QD08452
Email		Needed		Sales Representative	
bbeck@cityofcartersville.org				Nicole Poske ext.177	
Proposal Valid for		Ship Date	F.O.B.	Rep Email	
60 Days			Fact PP&A	nicole.poske@labrepco.com	

SALES TAX NOTICE

Unless your tax exemption certificate is on file with us all applicable state sales tax charges will be applied at the time of invoicing.

EMAIL OR FAX ORDER TO

LABREPCO, LLC
 purchaseorders@labrepco.com
 Fax: (215) 442-9202

Qty	Item No.	Description	Unit Price	Extension
-----	----------	-------------	------------	-----------

*Consignee has (3) business days, including the day of delivery, to report freight damage including concealed damage. Please report all freight damage to freightdamage@labrepco.com

Please reference our proposal number, beginning with a QD, at the time of purchase.

Please forward all purchase orders to purchaseorders@labrepco.com.

Terms and Conditions

Thank you for allowing LABREPCO to offer this proposal. Please take a few minutes to read and familiarize yourself with the following terms and order instructions:

1. Mail, fax or e-mail order to:
LABREPCO, LLC, 101 Witmer Road, Suite 700, Horsham, PA 19044
215-442-9202, purchaseorders@labrepco.com
2. Proposal Valid For: **60 Days**
3. Sales Tax Notice: Unless your sales tax exemption certificate is on file with us, all applicable state sales tax charges will be applied to your order at time of invoicing
4. Unless specifically noted on this proposal, this pricing does not include and LABREPCO is not responsible for freight charges, rigging or special delivery requirements such as lift-gate or inside delivery. You will be responsible for any special services associated with delivery of equipment noted on this proposal
5. The pricing provided within this proposal is for 1) transactions with pre-approved credit terms or 2) prepaid orders via ACH or check only. If paying by credit card, please contact your salesperson. LabRepCo reserves the right to charge a 3.5% credit card fee (where permissible by law) for the pass-through credit card fees charged to LabRepCo by merchant services processing.
6. Terms: **NO TERMS - Credit Needed**
7. At time of delivery, you are responsible for REFUSAL of any items that have visible damage. Should you accept damaged items, LABREPCO will bear no responsibility for replacement or repair of those damaged items. If freight damage has occurred, refuse acceptance and immediately contact freightdamage@labrepco.com.
8. Any returns/exchanges must be handled by promptly contacting us at 800-521-0754 or returns@labrepco.com. RMA documentation will be issued for returning items and no replacement items will be shipped until returned items are received by LABREPCO. All time limits on RMA documentation will be strictly applied. Failure to adhere to these instructions may result in additional charges.

Equitech of Georgia Inc.

3760 Sixes Rd.
 Suite 126-129
 Canton, GA 30114

Phone # 770-455-3774

Meeting: September 7, 2023 Item 16.

Estimate

Date	Estimate #
2/25/2023	44162

Name / Address
City of Cartersville Water Dept

Ship To

Terms	
--------------	--

Description	Qty	Rate	Total
City of Cartersville Water Dept Brenton Beck 770-607-1166			
Catalog# 111500000 Labconco 5' Protector XL Benchtop Hood, 31.7" exterior depth, 100-115V, 50/60Hz	1	9,485.13	9,485.13T
Catalog# 9500500 Labconco SpillStopper Work Surface, 5' w x 30" d, no cutouts	1	1,875.90	1,875.90T
Catalog# 9901200 Labconco 30" Acid Cabinet without Shelf	1	2,066.03	2,066.03T
Catalog# 9900200 Labconco 30" Standard Base Cabinet	1	1,732.25	1,732.25T
Catalog# 9900200 Labconco Duplex Electrical Receptacle Kit, 115V, 20A	1	160.20	160.20T
Catalog# 9413300 Labconco Guardian Airflow Monitor, 100-115V, 50/60Hz	1	1,201.50	1,201.50T
Catalog# 7181200 Labconco Fiberglass Blower, 12", 1/2 hp	1	5,376.88	5,376.88T
Catalog# 5622100 Labconco Zero Pressure Weathercap, 12" dia.	1	1,408.50	1,408.50T

Let us know if you have any questions. Thank you.

Subtotal
Sales Tax (7.0%)
Total

www.equitechofgeorgia.com

Equitech of Georgia Inc.

3760 Sixes Rd.
Suite 126-129
Canton, GA 30114

Phone # 770-455-3774

Meeting: September 7, 2023 Item 16.

Estimate

Date	Estimate #
2/25/2023	44162

Name / Address
City of Cartersville Water Dept

Ship To

Terms	
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Description	Qty	Rate	Total
Catalog# 3591100 Labconco Vent Kit for Acid Storage Cabinet FOB is not included ***ESTIMATED SHIPPING COST \$1080.00*** Pricing based off 2024 Delivery INSTALLATION NOT INCLUDED ESTIMATE IS VALID UNTIL 04/25/2023 15 WEEK LEAD TIME	1	355.50	355.50T

Let us know if you have any questions. Thank you.

www.equitechofgeorgia.com

Subtotal	\$23,661.89
Sales Tax (7.0%)	\$1,656.33
Total	\$25,318.22

Sales Quotation



Meeting: September 7, 2023 Item 16.

Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

[Review and Place Order](#)



[Click here or go through your purchasing system to fishersci.com quotes](#)

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fishersci.com

For complete Terms and Conditions, please [click here.](#)

*Quote Nbr	Creation Date	Due Date	Page
3062-6504-11	03/03/2023		1 of 3
Payment Terms		Delivery Terms	
NET 30 DAYS		DEST	
Valid To		Prepared By	
07/01/2023		CRAMER, MONICA	
Customer Reference		Sales Representative	
QTE 3.3.23		MONICA CRAMER	
To place an order	Ph: 800-766-7000	Fx: 800-926-1166	
Submitted To:		Customer Account: 125851-001	
BRENT BECK MONICA.CRAMER@THERMOFISHER.COM 770-607-1166		CITY OF CARTERSVILLE WATER POLLUTION CONTROL 148 WALNUT GROVE RD SE CARTERSVILLE GA 30120	

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	NC2089850	LABCONCO 5PROTECT BNCHTP HOOD Vendor Catalog # 111500000 Hazardous Material Original Catalog Number 111500000 List Price: 11,420.00 CDC: 999 Product - Non-Returnable	9,690.65	9,690.65
				<small>No image Available.</small>		
2	1	EA	10369154	ECO FOIL PROTCTR PREMR 5 30 Labconco SpillStopper Work Surfaces for 5ft. ProtectorPremierHoods, No cutout, Epoxy resin Vendor Catalog # 9500500 This item is being sold as 1 per each Original Catalog Number 9500500 List Price: 2,830.00 CDC: 014	1,816.40	1,816.40
						
3	1	EA	1630587	ACID STORAGE CABINET 30IN W Labconco Protector Acid Storage Cabinets, Width Exterior: 30 in., 76cm, Depth Exterior: 29.9 in., 76cm, Door Style: Manual-close, Double, Height Exterior: 35.5 to 36.75 in., 90.17 to 93.3cm, Steel, No. of Doors: 2, Capacity: Up to 800 lb., Description: Glacier White; Liner: Polyethylene Vendor Catalog # 9901200 This item is being sold as 1 per each Original Catalog Number 9901200 List Price: 3,300.00 CDC: 010	2,150.80	2,150.80
						





Sales Quotation



Meeting: September 7, 2023 Item 16.

Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
3062-6504-11	QTE 3.3.23	2 of 3

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
4	1	EA	1630581	STANDARD BASE CABINET 30IN W  Labconco Protector Standard Storage Cabinet, Width: 30 in., 76.2cm, Door Type: Dual, Manual Close, Weight: 155 lb., 70.3kg, White, For Use With: Ideal for storage and venting of small laboratory instrument and mild acid and other reagent Vendor Catalog # 9900200 This item is being sold as 1 per each Original Catalog Number 9900200 List Price: 2,550.00 CDC: 010	1,740.40	1,740.40
5	2	EA	09039036	DUPLEX KIT 115V 20A  Labconco Electrical Receptacle Kits, Amperage: 15A, For Use With: Protector Premier laboratory hood, Protector PVC acid digestion laboratory hood, Protector PVC perchloric acid laboratory hood, Mounting in left or right side of any Protector Premier, XStream, XL hood, Voltage: 115V Vendor Catalog # 9851100 This item is being sold as 1 per each Original Catalog Number 9851100 List Price: 168.30 CDC: 010	127.91	255.82
6	1	EA	10369204	GRDN ARFLW MNTR 115 V 60 HZ  Labconco Guardian Airflow Monitor, For Use With: Protector Premier Laboratory Hoods, Protector XL Laboratory Hoods, Protector XStream Laboratory Hoods, Electrical Requirements: 100-115V, 50/60 Hz, Model: Guardian Airflow Monitor, Alarm Range: 30 to 250 fpm, Voltage: 100/115V, Weight: 6 lb., 2.7kg Vendor Catalog # 9413300 This item is being sold as 1 per each Original Catalog Number 9413300 List Price: 1,245.00 CDC: 014	946.20	946.20
7	1	EA	1631111	BLOWER FIBERGLASS 1/2 HP  Labconco Fiberglass Motor Blowers, Horsepower: 0.5hp, Electrical Requirements: 115V 60Hz, Flow Rate: Between 1000 and 2000 cfm, Amperage: 8.4A, For Use With: Fume hood exhaust system, Hertz: 60Hz, Range: 753-978rpm range, Speed Range: 753-978rpm range, Voltage: 115V, Weight: 100 lb., 45kg Vendor Catalog # 7181200 This item is being sold as 1 per each Original Catalog Number 7181200 List Price: 7,600.00 CDC: 012	4,947.60	4,947.60

Sales Quotation



Par Meeting: September 7, 2023 Item 16.

Quote Nbr	Customer Reference	Page
3062-6504-11	QTE 3.3.23	3 of 3

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
8	1	EA	16307209	WEATHER CUP 12 IN 0 PRESSURE Labconco Ducting Parts: Weathercap, Diameter: 30.48cm, 12 in., Height: 142.2cm, 56 in., PVC, For Use With: Allows vertical discharge of effluent air, Weight: 35 lb., 15.9kg Vendor Catalog # 5622100 This item is being sold as 1 per each Original Catalog Number 5622100 List Price: 1,978.00 CDC: 010	1,272.42	1,272.42

MERCHANDISE TOTAL 22,820.29

NOTES:
Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

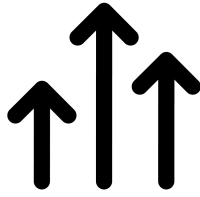
Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2

<http://survey.medallia.com/fishersci>



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Land Application Farm Tree Clearing
DEPARTMENT SUMMARY RECOMMENDATION:	<p>For over 40 years, the Water Department has land-applied biosolids as a beneficial reuse of residual solids produced at the Water Pollution Control Plant. We currently have 1,280 permitted acres of private and City-owned land to apply these solids. Recently, two landowners representing 509 acres of permitted land informed the City that they no longer wish to have biosolids applied to their property. At a minimum, 500 acres are needed for this process.</p> <p>The city-owned farm on Wade Road in Taylorsville has only 285 of its total 499 acres permitted for biosolids application. We solicited bids from local contractors to remove trees and thus convert an additional 200 acres to pasture. After the land has been cleared and converted to pasture, we will submit the additional acreage to the State for permitting, which will likely take up to a year to obtain.</p> <p>Three contractors submitted bids, and I recommend awarding this work to Hickory Ridge Land Management LLC for a cost not to exceed \$200,000.00. This is not a budgeted cost, but funds are available from Water Department Revenues.</p>
LEGAL:	N/A



Meeting: September 7, 2023 Item 17.

D&M Tree Service

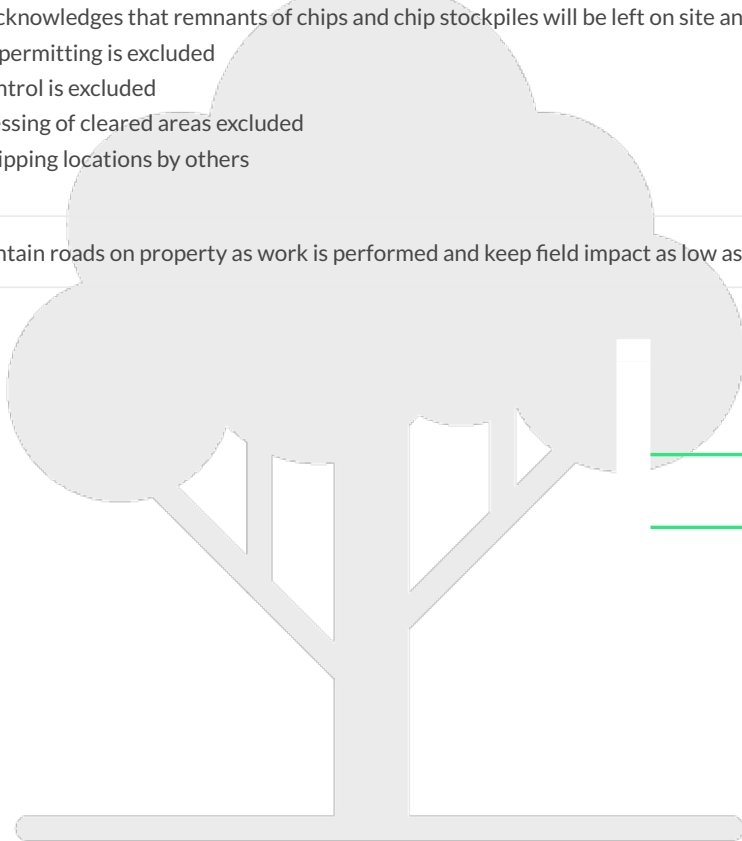
2413 Old Cartersville Rd
Dallas, GA, 30132
phillip110776@gmail.com
(770) 480-5943

Estimate

Estimate No: 182379
Date: 06/26/2023

For: City Of Cartersville
Tjordan@cityofcartersville.org

Description	Quantity	Rate	Amount
Stump and grub estimated 300 acres grind and haul chipped materials off site	300	\$9,100.00	\$2,730,000.00
Quote is based on 300 acres minimum. Acreage will be surveyed to verify actual acreage. All erosion control, grassing, construction exits, dust control, and street sweeping excluded. All stumps and tree debris to be grubbed, piled windrowed, and ready to be ground. All piles/windrows of grubbed material to be free of excessive dirt. Customer acknowledges that remnants of chips and chip stockpiles will be left on site and used in low areas all required permitting is excluded all traffic control is excluded grading/ dressing of cleared areas excluded access to chipping locations by others	1	\$0.00	\$0.00
We will maintain roads on property as work is performed and keep field impact as low as possible	1	\$0.00	\$0.00
Subtotal			\$2,730,000.00
Total			\$2,730,000.00
Total			\$2,730,000.00





Meeting: September 7, 2023 Item 17.

INVOICE

#10

Date 22-08-2023
Due Date 21-09-2023

Hickory Hill Land Clearing

Hickoryhilllandclearing@gmail.com
Michael Hogan
(770) 880-9290

City of Cartersville

Bsears@cityofcartersville.org

Item(s) Name	Rate (\$)	Quantity	Amount (\$)
Land Clearing Mulching	2,000.00	200Per acre	400,000.00

Subtotal \$400,000.00
Total \$400,000.00

Balance Due
\$400,000.00



PROPOSAL

Date: 6/20/23

Bart Sears
Cartersville City Farms
Taylorsville, Ga 30178

Qty	Description	Unit Price	Line Total
200 acres	Timber + \$1000/acre forestry mulching to turn into pasture		\$200,000
		Total	\$200,000

Thank you for your business!

9669 Cartersville Hwy Dallas, Ga 30132
Email: HickoryRidge84@yahoo.com
Phone: 770-547-5416



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Replacement Biosolids Spreader
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The current spreader used for biosolids land application is a 2010 model that has served well but is nearing the end of its useful life. It will need substantial, costly refurbishment to continue in everyday use.</p> <p>Three bids were received for a replacement spreader, with the lowest qualifying bid submitted by Smith Family Farm Equipment LLC of Calhoun, GA, for \$67,000.00. I recommend purchasing this spreader from the low bidder. This is a budgeted item to be paid from account #505.3330.54.2100.</p>
LEGAL:	N/A

**Smith Family Farm
Equipment LLC**

2890 Hwy 41 South SE
Calhoun, GA 30701
706-629-8681
smithequipment1@mindspring.com

QUOTE


8/15/2003

TO: City of Cartersville

SLC126 8 Bolt with Scales \$67,000.00

Will have 2 splash guards, 1000rpm cv pto and 21.5x16.1 flotation tires.

Quoted price requires item being picked up at Smith Family Farm Equipment, Calhoun, GA


MICHAEL SMITH
OWNER

Sidney Forsyth

From: Timothy Ownby <TOwnby@agproco.com>
Sent: Thursday, August 10, 2023 3:32 PM
To: Bart Sears
Subject: [EXTERNAL]

*****CAUTION***** : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Sender : townby@agproco.com

Updated Quote for Kuhn Slinger spreader SLC126:
\$71,900.00
Availability ordering now Spring 2024

Tim Ownby | Sales
Ag-Pro Companies
(423) 745-0133 w | (423) 506-5673 C
1109 Congress Pkwy S
Athens, TN 37303 | USA | AgProCo.com



Strong on Service

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High Tech Equipment
271 CO RD 778
IDER, AL 35981
(256)632-8880
htequipment@farmerstel.com
htequipment.net

Meeting: September 7, 2023 Item 18.

ADDRESS
Bart Sears
City of Cartersville
P.O.Box 1390
Cartersville, GA 30120

SHIP TO
Bart Sears
City of Cartersville
City of Cartersville
P.O.Box 1390
Cartersville, GA 30120

ESTIMATE # 1142
DATE 08/14/2023
EXPIRATION DATE 09/01/2023

SALES REP
Marty

ACTIVITY	QTY	RATE	AMOUNT
Equipment Sales	1	79,248.00	79,248.00
KUHN KNIGHT SLC-126			
600/55R X 22.5 FLOTATION TIRES			
1 3/4 20 SPLINE 1000 RPM CV DRIVE LINE			

FOB HIGH TECH TOTAL **\$79,248.00**

Accepted By

Accepted Date