



**CARTERSVILLE  
CITY COUNCIL MEETING**  
Council Chambers, Third Floor of City Hall  
Thursday, May 20, 2021 at 7:00 PM

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**AGENDA**

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**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.](#) May 6, 2021

**APPOINTMENTS**

[2.](#) Appointment of Assistant City Manager

[3.](#) Alcohol Control Board Appointment

[4.](#) Cartersville-Bartow Library Board

[5.](#) Land Bank Board

**PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS**

[6.](#) AZ21-04. 1412 Hwy 411 and 38 Oak Dr.

[7.](#) SU21-03

## **CONTRACTS/AGREEMENTS**

- [8.](#) 5 Boatner Ave., Abbey M. Agan
- [9.](#) Goodyear Clubhouse Renovation
- [10.](#) Main Street MOU with DCA
- [11.](#) Extension Agreement: Commerce 75
- [12.](#) Extension Agreement: Commerce Centre at 75

## **BID AWARD/PURCHASES**

- [13.](#) Highland 75 Phase II
- [14.](#) Northwest 75 Logistics Center Turn Lane Conflict Main Relocation
- [15.](#) CrowdStrike Annual Support Renewal
- [16.](#) Travelers Insurance Deductible Reimbursement
- [17.](#) Fairview Tank Exterior Painting
- [18.](#) Water Tank Cleaning and Inspection

## **CONTRACTS/AGREEMENTS**

- [19.](#) Gresham Smith Engineering Services Agreement/ Task Order #1

## **MONTHLY FINANCIAL STATEMENT**

- [20.](#) March 2021 Financial Report

## **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](http://www.cityofcartersville.org)**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	City Council Minutes
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	May 6, 2021
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The minutes from the May 6, 2021 City Council Meeting have been uploaded for your review and approval.
<b>LEGAL:</b>	N/A

City Council Meeting  
10 N. Public Square  
May 6, 2021  
6:00 P.M. – Work Session  
7:00 P.M. – Council Meeting

## **WORK SESSION**

Mayor Matthew Santini opened Work Session at 6:00 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Stepp made a motion to enter into Executive/Closed Session for the reasons of Personnel and Pending Litigation. Council Member Roth seconded the motion. Motion carried unanimously. Vote 5-0

Mayor Santini closed Work Session at 6:25 P.M.

## **OPENING MEETING**

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

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Fox.

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

Absent: Kari Hodge, Council Member Ward One

## **REGULAR AGENDA**

### **COUNCIL MEETING MINUTES**

#### **1. April 15, 2021**

A motion to approve the April 15, 2021 Council Meeting Minutes was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0

Scott Carter, Fire Chief, came forward to share a video of a prime example of above and beyond the call of duty that was performed by one of his employees, Paul Varvel.

After viewing the video, Mayor Santini presented the Award of Heroism to Cartersville Firefighter, Paul Varvel, for his courageous actions in saving Mr. Orton's life.

Thank you, FAO Paul Varvel, and to all First Responders, we honor and salute what you do.

**PUBLIC HEARING – 2<sup>nd</sup> READING OF ZONING/ANNEXATION REQUESTS**

**2. ZMA21-021: Annual Zoning Map Amendment**

Randy Mannino, Planning and Development Department Head, stated this is the annual re-adoption of the official zoning map. It includes the annexation/de-annexations and zoning actions approved by City Council in the last 11 months. Map corrections are also included. The last zoning map adoption was June 4<sup>th</sup>, 2020. Planning Commission recommends approval, 4-0.

Public hearing open.

With no one to come forward, the public hearing was closed.

A motion was made to approve ZMA21-01 by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

**SECOND READING OF ORDINANCES**

**3. Wastewater Discharge Surcharge**

Sidney Forsyth, Water Department Director, stated during a recent review of Industrial Pretreatment Permit discharge limits, an inconsistency between two similar sections of the Sewer Use and Pretreatment ordinance was discovered. Section 24-145(h) incorrectly listed the Biochemical Oxygen Demand (BOD) discharge limit as 600 milligrams per liter (mg/L). This ordinance corrects the BOD limit to 850 mg/L, which is correct and consistent with Section 22-44(h).

A motion was made to approve the correction to the Wastewater Discharge Surcharge ordinance, Section 24-145(h) by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

**Ordinance no. 17-21**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24, UTILITIES, ARTICLE V, SEWER USE, PRETREATMENT AND SEWAGE DISPOSAL, DIVISION 14 WASTEWATER TREATMENT RATES, SEC. 24-145, GENERALLY, subparagraph (h) is hereby amended by deleting said paragraph in its entirety and replacing as follows:

1.

Sec. 24-145. - Generally.

(h) Wastewater discharges between three hundred (300) mg/L and eight hundred fifty (850) mg/L of BOD will be assessed a surcharge. Enforcement shall be initiated for BOD discharges exceeding eight hundred fifty (850) mg/L. Wastewater discharges between three hundred (300) mg/L and one thousand five hundred (1,500) mg/L of TSS will be assessed a surcharge. Enforcement shall be initiated for TSS discharges exceeding one thousand five hundred (1,500) mg/L. The purpose of the surcharge is to encourage treatment of wastes rather than relying on the POTW to handle excess BOD and/or TSS, and to require industries generating high strength waste to bear the cost.

(1) For samples with a difficult BOD to measure accurately, chemical oxygen demand (COD) may be substituted for BOD analysis. Wastewater discharges between seven hundred fifty (750) and two thousand five hundred (2,500) mg/l of COD will be assessed a surcharge. Enforcement shall be initiated for discharges exceeding two thousand five hundred (2,500) mg/l.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention and any ordinance or part thereof not amended shall remain in effect and be unchanged.

**BE IT AND IT IS HEREBY ORDAINED.**

FIRST READING: April 15, 2021

SECOND READING: May 6, 2021

ATTEST:   
JULIA DRAKE, CITY CLERK

  
MATTHEW J. SANTINI, MAYOR



## **BID AWARD/PURCHASES**

### **4. WPCP Limatorque Slide Gate Actuator**

Mr. Forsyth stated the discharge gate for a primary screw lift pump must be operated from completely open to completely closed every time a pump is started or stopped. When cycled by hand, this operation takes either two people, or a large “cheater” bar to accomplish, in addition to a significant amount of time. In 2015, we installed electric actuators for the 3 most used pumps. The plant upgrade installed a new pump in the fourth location, which now needs an electric actuator. The Limatorque actuator would complete and standardize the actuators for this pump station.

This is a sole source item to ensure standardization of parts and repairs for all actuators. The attached quote from Chalmers and Kubeck South for \$10,550.00 is recommended for your approval.

This purchase is a budgeted expense to be paid from the “Maintenance to WPC Plant” line item, 505-3330-52-2361.

A motion was made to approve the WPCP Limatorque Slide Gate Actuator by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

### **5. Press Building AC Replacement**

Mr. Forsyth stated the air conditioning unit for the press building at the WPCP has a ruptured evaporator coil and needs replacing. This unit is 8 years old and not under warranty.

Quotes were solicited from local vendors with the lowest bid being from Weaver Heating and Air Inc. for \$9,618.00. This recommended purchase is a budgeted expense to be paid from the “Maintenance – Heating & A/C” line item, 505-3330-52-2350.

A motion was made to approve Press Building AC Replacement by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0

### **6. Self-Contained Breathing Apparatus (SCBA)**

Scott Carter, Fire Chief, stated the Fire Department is requesting approval to purchase two Self Contained Breathing Apparatus (SCBA). These are replacement breathing apparatus. Firefighters use them to provide breathable air in hazardous and toxic environments. These SCBA are single source to match the remaining units within the department.

They comply with NFPA standards and are budgeted items under the account code of 100.2400.53.1133. We request approval to order two Scott Air-Pak SCBA from

Municipal Emergency services for \$12,741.98.

A motion to approve purchase of two Self-Contained Breathing Apparatus' was made by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

**7. Replacement Generator for Fire Station 2**

Mr. Carter requested approval to purchase a generator for Cartersville Fire Station #2 located on Peeples Valley Rd. The current generator was scheduled to be replaced in the FY 21/22 budget and was moved from old station 1 on Erwin St in 2011. It is approximately 25 years old with increased maintenance costs. Normal lead-time for construction of a new generator is 20 to 22 weeks. We located a new Kohler 80KW that only has 17 hours of operation on it. It is available for immediate delivery and set up. This will be accomplished through Nixon Power, who is our maintenance provider. This is single source to match the other generators in the city's fleet. The purchase price will be \$27,000.00, which is \$3,000.00 below our budget amount for a 60 KW and there are funds in the current budget for this purchase.

A motion was made to approve the Replacement Generator for Fire Station 2 by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

**CONTRACTS/AGREEMENTS**

**8. Preventative Maintenance Contract for the Public Safety Building**

Mr. Carter stated at the beginning of this year, we sought new maintenance proposals for our Public Safety building. We included emergency repairs, call back rates and various others fees associated with keeping the system in working order in the RFP (Request for Proposal). We received nine proposals by the deadline and six met all of the requirements. After extensive review of the qualified RFPs and references, it was recommended that the low bid of Georgia Mechanical, Inc.

The annual cost of the maintenance program will be \$15,324.84, which will be paid in quarterly payments. This is \$1370.16 below our annual current provider cost and also includes a regular hourly rate decrease of \$16.00 per hour and a \$74.50 per hour decrease in weekend response rates. Trip charges are reduced from \$52.00 per trip to \$35.00 per trip.

The proposal is a budget item that is funded jointly between Police and Fire. The City Attorney has reviewed and all requested revisions have been completed.

A motion was made to approve the Preventive Maintenance Contract for the Public Safety Building by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0



**9. Goodyear Clubhouse Renovation**

Tom Gilliam, Parks and Recreation Department Head, stated This item includes the recommended contractors/companies for the Goodyear Clubhouse Renovation projects.

- RFP 21-01 Paint Abatement – Aegis Environmental / \$52,500
- RFP 21-02 Plumbing – Gilstrap Plumbing / \$43,198
- RFP 21-03 HVAC – Weaver Heating & Air / \$68,998
- RFP 21-04 Concrete Slab – Rick B GC / \$23,050
- RFP 21-05 Concrete Grind & Finish – Creted / \$24,500
- RFP 21-06 Paint – Ideas Painting / \$13,800

These projects are not budgeted, but will be paid using the Tourism Product Development (TPD) funds, the remainder of the GO Bond funds and the General Fund. These contractors/companies are recommended for your approval for the renovation of the Goodyear Clubhouse.

A motion was made to approve the Goodyear Clubhouse Renovation by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

**10. Relocation Agreement Turn Lane Conflict**

Michael Dickson, Gas Department Head, stated this relocation agreement is for the turn lane conflict at Northwest 75 Logistics Center. This agreement stipulates that the Owner/Developer agrees to reimburse the City all the costs and overruns associated with the relocation of the natural gas facilities in conflict with this project. The total amount of the project is \$57,869.94. This is not a budgeted item, but the City will be reimbursed for the costs and overruns.

A motion was made to approve the Relocation Agreement Turn Lane Conflict by Council Member Cooley and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0

**BID AWARD/PURCHASES**

**11. Transco – Replacement Meter Cartridge**

Mr. Dickson stated this is for a replacement meter cartridge for the two meters being using on the Transco Project. The T35 502 module with high frequency pulse output and conduit connection comes from Equipment Control, who is the sole source provider for this item. The cost is \$12,016.78. This is a budgeted item.

A motion was made to approve Transco – Replacement Meter Cartridge by Council Member Stepp and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0

## **12. Backhoe Repair**

Tommy Sanders, Public Works Department Head, stated Stormwater's backhoe needs a new torque converter and related parts. Franklin Tractor is doing the repair and the estimate is \$17,061.84. This is a budgeted item.

A motion was made to approve Backhoe Repair by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0

## **13. Grapple Loader Truck**

Mr. Sanders stated Public Works solicited bids for a Grapple Loader Truck to replace a 1996 Grapple Boom Body that has been recommended for replacement by the City Garage. The prices ranged from \$146K to \$181K and we recommend a Peterson TL-3 loader on a Kenworth chassis from Environmental Products Group for \$157,911.00. This price is within our proposed budget and is also the Georgia State Contract Sale Price, Contract #99999-001-SPD0000102-0010. This item was advertised on the Georgia Procurement Registry.

The purchase of this truck was initially planned for the FY21-22 budget. Even though it was not budgeted for this fiscal year, it was recommended that we go ahead with the purchase as there were funds available in the General Fund for the purchase of the truck.

A motion was made to approve Grapple Loader Truck by Council Member Roth and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

## **14. New Router and Bandwidth Shaper for Collocation Space**

Steven Grier, Network Administrator, stated this item is the purchase of new routing and bandwidth shaping appliances used for serving FiberCom internet connections. These devices will be installed in collocated space in a new datacenter for a total cost of \$67,456. These are not budgeted items, but the cost will be paid from the 2020 SPLOST.

A motion was made to approve New Router and Bandwidth Shaper for Collocation Space by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0

## **15. SpryPoint**

Mr. Grier stated in order to get metering data from the Cogsdale Utility Billing Software and to import the new AMI meters from Sensus into Cogsdale in a timely manner, we would like to hire SpryPoint to assist in getting this information. Our experience in working with Cogsdale directly is that we may not get the data in a timely manner which will impact our change to the new AMI meters. The project cost of

\$12,200 from SpryPoint is part of the overall budgeted amount of the \$13 million in project costs.

A motion was made to approve SpryPoint by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0

Council Member Stepp made a motion to adjourn.

Meeting Adjourned at 7:23 PM

/s/ \_\_\_\_\_  
Matthew J. Santini  
Mayor

ATTEST:  
/s/ \_\_\_\_\_  
Julia Drake  
City Clerk



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Appointment of Assistant City Manager
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The City Manager recommends the appointment of Freddy Morgan as the next Assistant City Manager. Mr. Morgan has over 31 years of local government experience with extensive knowledge in electric utilities and is recommended for your approval.
<b>LEGAL:</b>	N/A



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Alcohol Control Board Appointment
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The current term for Ric Napps on the Alcohol Control Board will expire on June 3, 2021. He would like to continue serving as the Mayor's appointee and if reappointed, his new term would expire on June 3, 2023.
<b>LEGAL:</b>	N/A



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Cartersville-Bartow Library Board
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Randi Sonenshine serves on the Cartersville-Bartow Library Board and her current term will expire on June 30, 2021. She would like to continue serving and if her reappointment is approved, her new term would expire on June 30, 2024.
<b>LEGAL:</b>	N/A



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Land Bank Board
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The terms of four members of the Land Bank Board will expire on June 30, 2021. All four of these members, Antwuan Hill, Fritz Dent, Jessica Mitcham and Scott Panter, would like to continue serving. If reappointed, their new terms would expire on June 30, 2025.
<b>LEGAL:</b>	N/A



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	June 3 , 2021
<b>SUBCATEGORY:</b>	Public Hearing – 1 <sup>st</sup> Reading of Zoning/Annexation
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	AZ21-04. 1412 Hwy 411 and 38 Oak Dr.
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Request to annex property located at 1412 Hwy 411 and 38 Oak Drive for additional space and use by the Savoy Automobile Museum. An approval of this application will conclude the zoning steps needed to complete the current development plans for the Museum. Planning Commission recommended approval May 11, 2021.
<b>LEGAL:</b>	N/A



## ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ21-04

### APPLICANT INFORMATION AND PROPERTY DESCRIPTION

**Applicant:** Highlands Development Associates, LLC  
**Representative:** Dale Baumann  
  
**Location:** 1412 Hwy 411 (0079B-0003-012) & 38 Oak Drive (0079B-0002-001)  
  
**District:** 4<sup>th</sup>    **Section:** 3<sup>rd</sup>    **LL(S):** 23  
  
**Total Acreage:** Approx. 1.38 Acres

### LAND USE INFORMATION

**Current Zoning:** County C-1 (Commercial) and County A-1 (Agriculture)  
**Proposed Zoning:** G-C (General Commercial)  
**Proposed Use:** Savoy Auto Museum

#### **Current Zoning of Adjacent Property:**

**1412 Hwy 411**  
**North:** County R-2 (Residential)  
**South:** G-C (General Commercial)  
**East:** G-C (General Commercial)  
**West:** G-C (General Commercial)

**38 Oak Drive**  
**North:** County A-1 (Agriculture)  
**South:** G-C (General Commercial)  
**East:** County A-1 (Agriculture)  
**West:** G-C (General Commercial)

#### **For All Tracts:**

**Voting Ward:** 6    **Council Member:** Taff Wren

**The Future Development Map designates the subject property as:** Highlands

**The Future Land Use Map designates adjacent or nearby city properties as:** Commercial

## ANALYSIS

### City Departments Reviews

**Electric:** Takes no exception

**Fibercom:** Takes no exception

**Fire:** Takes no exception

**Gas:** Takes no exception

**Public Works:** *No comments received*

**Water and Sewer:** *No comments received*

**Cartersville School District:** Takes no exception

**Bartow County:** Takes no Exception

**Public comments:** No comments received

### REQUEST SUMMARY:

The request is to annex property located at 1412 Hwy 411 and 38 Oak Drive. The applicant requests the property to be annexed for additional space and use by the Savoy Automobile Museum. The applicant has submitted two other annexation applications, AZ17-03 and AZ18-03, for zoning and development of the Savoy Museum. These applications were approved. An approval of this application is expected to conclude the zoning steps needed to complete the current development plans for the Museum.

G-C (General Commercial) zoning is requested for the two (2) parcels in order to be consistent with the current museum property. The existing zoning is County C-1 (County) and A-1 (Agriculture).

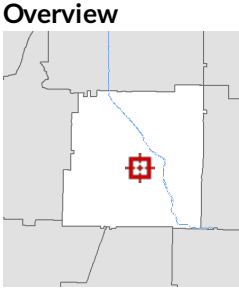
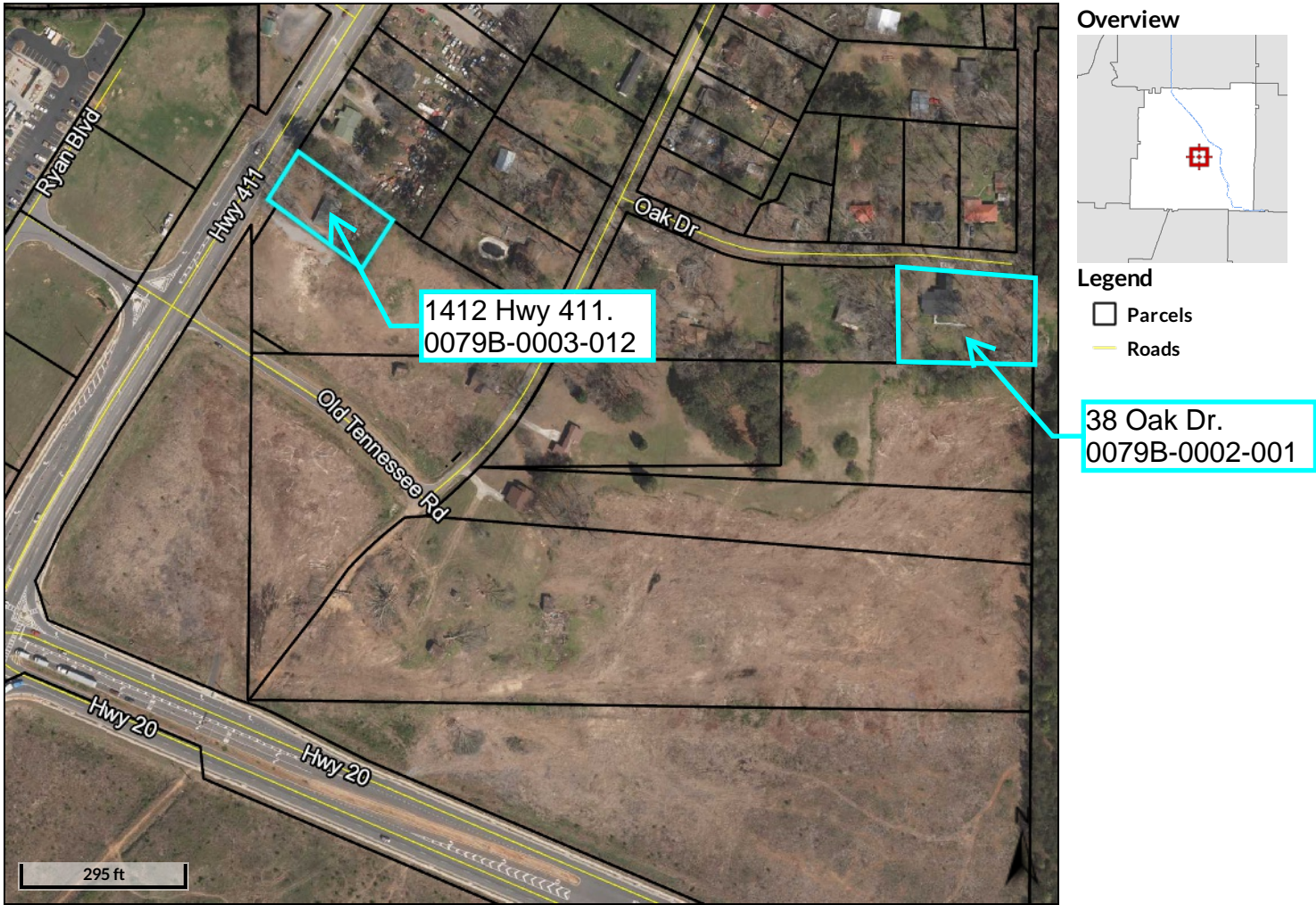
### STANDARDS FOR EXERCISE OF ZONING POWERS.

- 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 G-C zoning district is appropriate for the museum.**

- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*  
**The proposed application will not create an isolated district.**
- 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 of adjacent property. Buffers will be required adjacent to residential land uses.**
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*  
**The current properties may have a reasonable economic use as commercial and a residential use property.**
- 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 annexation and zoning would conform to the city's land use plan for the area.**
- 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 compared to the existing land use.**
- 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 recommends approval

**PLANNING COMMISSION RECOMMENDATION:**



**Legend**

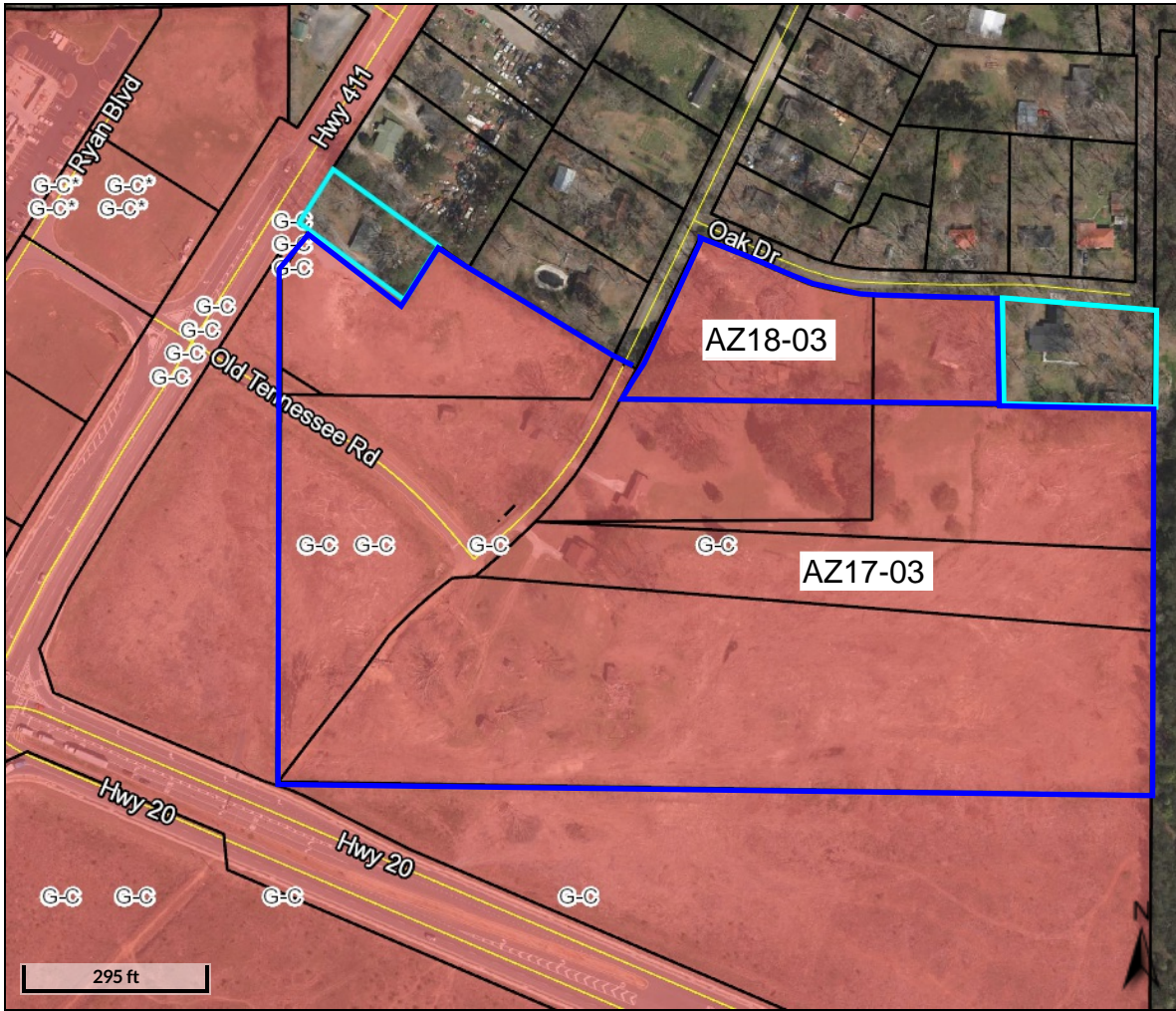
- Parcels
- Roads

38 Oak Dr.  
0079B-0002-001

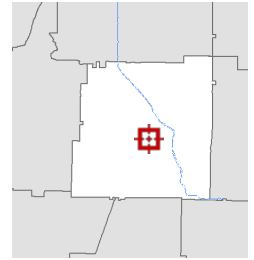
<b>Parcel ID</b>	0079B-0003-012	<b>Alternate ID</b>	20230	<b>Owner Address</b>	HIGHLANDS DEVELOPMENT ASSOCIATES LLC
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Residential		PO BOX 3248
<b>Property Address</b>	1412 HWY 411	<b>Acreage</b>	0.46		CARTERSVILLE, GA 30120
<b>District</b>	Bartow County				
<b>Brief Tax Description</b>	OAKLAND HGTS				
	(Note: Not to be used on legal documents)				

Date created: 4/22/2021  
Last Data Uploaded: 4/21/2021 10:21:18 PM


































Developed by 



**Overview**



**Legend**

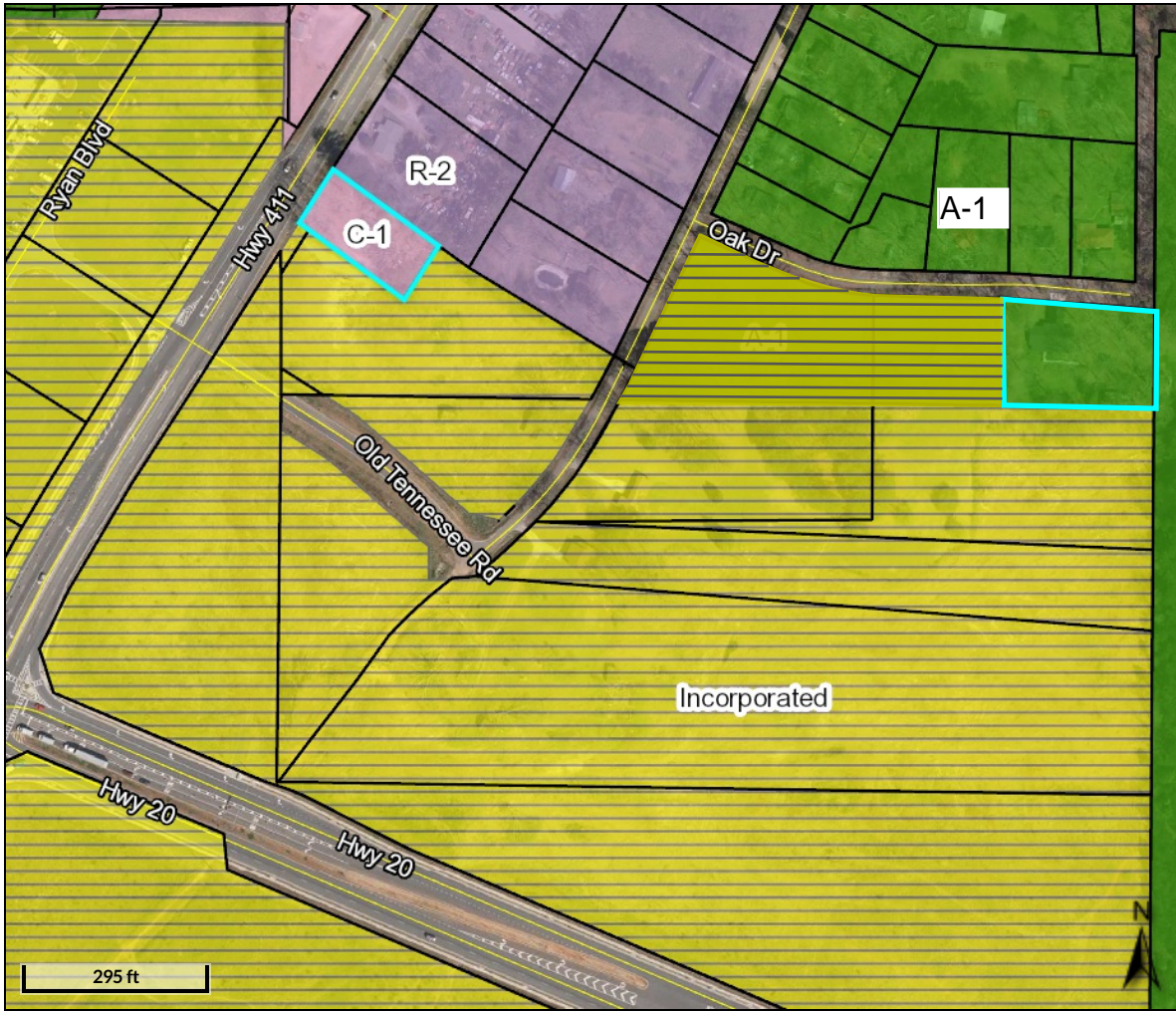
-  Parcels
-  Roads
- Cartersville Zoning**
-  AG
-  DBD
-  G-C
-  G-C\*
-  H-I
-  H-I\*
-  L-I
-  L-I\*
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-  MF-14
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-  R-7\*
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-  RA-12
-  RA-12\*

**Brief Tax Description** OAKLAND HGTS  
 (Note: Not to be used on legal documents)

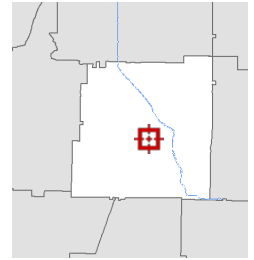
Date created: 4/22/2021  
 Last Data Uploaded: 4/21/2021 10:21:18 PM

Developed by  Schneider GEOSPATIAL



<b>Parcel ID</b>	0079B-0003-012	<b>Alternate ID</b>	20230	<b>Owner Address</b>	HIGHLANDS DEVELOPMENT ASSOCIATES LLC
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Residential		PO BOX 3248
<b>Property Address</b>	1412 HWY 411	<b>Acres</b>	0.46		CARTERSVILLE, GA 30120
<b>District</b>	Bartow County				



**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
-  I-2
-  I1(wC)
-  I1CU
-  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
-  R-1(wC)

Parcel ID	0079B-0003-012	Alternate ID	20230	Owner Address	HIGHLANDS DEVELOPMENT ASSOCIATES LLC
Sec/Twp/Rng	n/a	Class	Residential	PO BOX 3248	
Property Address	1412 HWY 411	Acres	0.46	CARTERSVILLE, GA 30120	
District	Bartow County				
Brief Tax Description	OAKLAND HGTS				

*(Note: Not to be used on legal documents)*

Date created: 4/22/2021  
 Last Data Uploaded: 4/21/2021 10:21:18 PM

Developed by  Schneider  
 GEOSPATIAL

**Application for Annexation/ Zoning**  
**City of Cartersville**

Case Number: A Meeting: May 6, 2021 Item 6.  
Date Received: 3-23-21

**Public Hearing Dates:**

Planning Commission May 11, 2021 5:30pm 1<sup>st</sup> City Council 5/20/21 7:00pm 2<sup>nd</sup> City Council 6/13/21 7:00pm

Applicant Highlands Development Office Phone 678-721-3285  
(printed name) Associates, LLC  
Address P.O. Box 3248 Mobile/ Other Phone 404-717-3219  
City Cartersville State GA Zip 30120 Email dbaumann@reicon.org  
Dale R. Baumann Phone (Rep) 404-717-3219  
Representative's printed name (if other than applicant) Email (Rep) dbaumann@reicon.org  
Dale R. Baumann Representative Signature [Signature] Applicant Signature  
Signed, sealed and delivered in presence of: My commission expires: April 27, 2021  
[Signature] Notary Public

\* Titleholder Highlands Development Phone 404-717-3219  
(titleholder's printed name) Associates, LLC  
Address P.O. Box 3248 Email dbaumann@reicon.org  
Cartersville, GA 30120  
Signature [Signature]  
Signed, sealed, delivered in presence of: My commission expires: April 27, 2021  
[Signature] Notary Public

Present Zoning District ① Bartow County A-1 Requested Zoning Cartersville GC  
Acreage ① .916 Land Lot(s) ② Bartow County C-1 District(s) ① and ② Section(s) 3rd  
② .46 District(s) 4th Section(s) 3rd  
Location of Property: ① 38 Oak Drive, Cartersville, GA 30120  
(street address, nearest intersections, etc.).  
② 1412 Hwy 411, Cartersville, GA 30120  
Reason for Rezoning Request: AWW property not door. Annexing land into  
city and changing zoning to be consistent with other 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: AZU-04

Tax Map Parcel(s) # ① 0079B-0002-001 Voting Ward(s) 6  
② 0079B-0003-012

Current Land Use ① i ② Land - Savoy Museum Property Current Zoning ① A-1 ② C-1 <sup>County</sup>

Proposed Land Use same Proposed Zoning ① City G.C ② City G.C

Number of Dwelling Units 0/0 Number of Occupants 0/0

Owner Occupied? Yes \_\_\_\_\_ No N/A

Number of School-aged Children N/A Grade Level(s) of School-aged Children N/A

School(s) to be attended: N/A

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

**Water:** \_\_\_\_\_ City  County \_\_\_\_\_ Well/ Other (N/A)

**Sewer:** \_\_\_\_\_ City  County \_\_\_\_\_ Septic/ Other

**Natural Gas:** \_\_\_\_\_ City \_\_\_\_\_ Other (List) \_\_\_\_\_

**Electricity:** \_\_\_\_\_ City  GA Power \_\_\_\_\_ Greystone  
 \_\_\_\_\_ Other (List) \_\_\_\_\_



**CAMPAIGN DISCLOSURE REPORT**  
**FOR REZONING 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: 3/23/21

Date Two Years Prior to Application: 3/23/19

Date Five Years Prior to Application: 3/23/16

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

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

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.

N/A

MAS 3/23/21

Signature

Date

Marcy Sonnenshine

Print Name

**SURVEYOR'S CERTIFICATE**

That the undersigned, a Georgia Registered Land Surveyor, on behalf of the above Annexation/ zoning applicant do certify the following:

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
- 2) That the attached survey shows the boundaries of the area being annexed and the existing boundaries of the area being annexed and the existing boundaries of the annexing municipality between the points at which these boundaries close, if applicable.
- 3) That the attached survey meets the requirements of O.C.G.A. 15-6-67 and Section 180-7-01 Technical Standards for Property Survey, Rules and Regulations of the State of Georgia.
- 4) That the map demarcation of the map registration points are well distributed along, within, or near the boundary of the annexed area.
- 5) That at least one-eighth of the aggregate external boundary or fifty (50) feet of the area to be annexed, whichever is less, either abuts directly on the municipal boundary or would directly abut on the municipal boundary if it were not otherwise separated from the municipal boundary by other lands owned by the municipal corporation, by lands owned by this State, or by the definite width of any street or street right of way; any creek or river; any right of way of a railroad or other public service corporation, which divides the municipal boundary from any area proposed to be annexed.

3-17-2021  
Date

  
\_\_\_\_\_  
Georgia Registered Land Surveyor  
WILLIAM C. SMITH (Seal)

**ZONING ADMINISTRATOR:**

- 1. Case Number: AZ 21-04
- 2. Yes  No

The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupiable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

3. Survey attached? Y.  
3-23-21  
Date

  
\_\_\_\_\_  
Zoning Administrator

SPACE FOR CLERK OF SUPERIOR COURT

STATE PLANE COORDINATE TABLE

Point	Northing	Eastng
A"	1531855.930	2107234.006
B"	1531858.879	2107000.597
C"	1532030.267	2107001.003
D"	1532025.928	2107235.239

**SURVEY FOR  
ANNEXATION TO THE CITY OF CARTERSVILLE**  
PROPERTY OF  
**HIGHLANDS DEVELOPMENT ASSOCIATES, LLC**  
LOTS 14 & 15, BLOCK 1  
OAKLAND HEIGHTS  
IN LAND LOT 23  
4th DISTRICT, 3rd SECTION  
BARTOW COUNTY, GEORGIA  
TOTAL AREA = 2.373 ACRES

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT BODIES BY ANY PURCHASER OR USER APPROVAL IS OF THIS PLAT AS TO INTENDED USE OF THE PARCEL.

SPACE FOR GOVERNMENT BODY APPROVAL

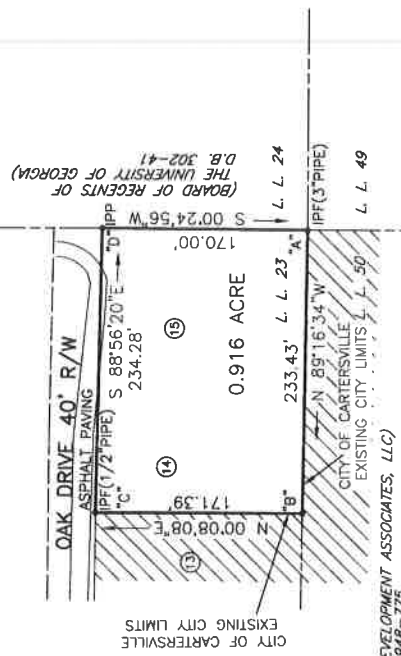
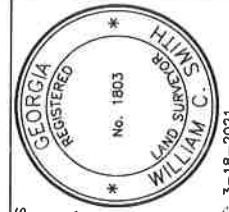
NOTE:  
THIS PLAT DOES NOT REQUIRE APPROVAL OF THE MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE OBTAINED PRIOR TO RECORDING.

*William C. Smith*  
WILLIAM C. SMITH, GEORGIA REGISTERED LAND SURVEYOR No. 1803  
DATE: 3-18-2021

DATE OF LAST FIELD SURVEY WORK: 9-03-2019



6647.CRD 6647-12.DWG  
FLOOD INSURANCE RATE MAP 13015C025B H DATED OCT. 5, 2018 SHOWS THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE.  
NOTE: IRON PINS ARE (1/2"RE-BAR) EXCEPT AS SHOWN.

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

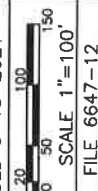
SMITH & SMITH LAND SURVEYORS, P.C.  
LAND SURVEYOR FIRM No. LSF1000133  
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120  
PHONE 770-382-0457

REGISTERED LAND SURVEYOR No. 1803

- R — RIGHT OF WAY
- LP — LIGHT POLE
- X — FENCE
- IP — IRON PIN PLACED
- IPF — IRON PIN FOUND
- CM — CONCRETE MARKER
- CH — CHORD
- L OR A — LENGTH OF CURVE
- PP — POWER POLE

D.B. — DEED BOOK & PAGE  
SP — SERVICE POLE  
LP — LIGHT POLE

PLAT CLOSURE:  
ONE FOOT IN  
174,000 FEET.  
SEPTEMBER 3, 2019  
REVISED 3-18-2021



**SURVEYOR'S CERTIFICATE**

That the undersigned, a Georgia Registered Land Surveyor, on behalf of the above Annexation/ zoning applicant do certify the following:

- 1) That the attached survey contains no fewer than four surveyed map regulation points and recorded with the Georgia Coordinate System of 1985.
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3-17-21  
Date

  
\_\_\_\_\_  
Georgia Registered Land Surveyor  
*WILLIAM C. SMITH*


**ZONING ADMINISTRATOR:**

1. Case Number: AZ 21-04

2. Yes  No

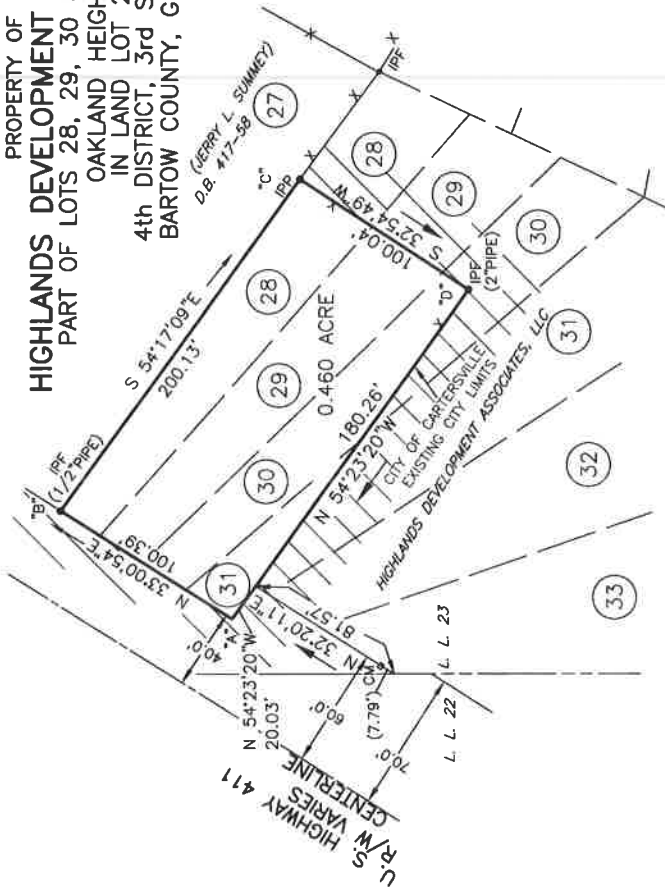
The above property complies with the City of Cartersville minimum size requirements to construct a building or structure occupiable by persons or property under the policies, ordinance, or regulations of the City of Cartersville.

3. Survey attached? Y  
3-23-21  
Date

  
\_\_\_\_\_  
Zoning Administrator

SPACE FOR CLERK OF SUPERIOR COURT

**SURVEY FOR  
ANNEXATION TO THE CITY OF CARTERSVILLE**  
PROPERTY OF  
**HIGHLANDS DEVELOPMENT ASSOCIATES, LLC**  
PART OF LOTS 28, 29, 30 & 31, BLOCK F  
OAKLAND HEIGHTS  
IN LAND LOT 23  
4th DISTRICT, 3rd SECTION  
BARTOW COUNTY, GEORGIA



AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT BODIES BY ANY PURCHASER OR USER APPROVAL IS OF THIS PLAT AS TO INTENDED USE OF THE PARCEL.

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SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE OBTAINED PRIOR TO RECORDING.

*William C. Smith*  
WILLIAM C. SMITH, GEORGIA REGISTERED LAND SURVEYOR No. 1803

DATE: 2-12-2021

DATE OF LAST FIELD SURVEY WORK: 2-12-2021

STATE PLANE COORDINATE TABLE

Point	Northing	Easting
A	1532140.673	2105909.296
B	1532225.165	2105962.785
C	1532108.026	2106126.499
D	1532024.046	2106072.132

FIELD TRAVERSE:  
CLOSURE: ONE FOOT IN 20,000 FEET USING A LIETZ SET 3  
ANGULAR ERROR: 0'00.06" PER ANGLE POINT USING A LIETZ SET 3.  
ADJUSTED; USING THE COMPASS RULE.

6647.GRD 6647-14.DWG  
FLOOD INSURANCE RATE MAP 13015C0258.H DATED OCT. 5, 2018 SHOWS THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE.

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

PLAT CLOSURE;  
ONE FOOT IN  
267,000 FEET.

FEBRUARY 12, 2021



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

- R — RADIUS
- LP — LIGHT POLE
- X - X — FENCE
- PP — IRON PIN PLACED
- IP — IRON PIN FOUND
- CM — CONCRETE MARKER
- C — CENTER LINE
- M — POWER POLE
- PP — POWER LINE
- L OR A — LENGTH OF CURVE

D.B. — DEED BOOK & PAGE  
SP — SERVICE POLE  
LP — LIGHT POLE



FILE 6647-14

1412 Hwy 411 as of 4-21-21



1412 Hwy 411 as of 5-5-21. Sign repositioned.



1412 Hwy 411 as of 5-5-21.



1412 Hwy 411 as of 5-5-21.  
Original structure razed.





38 Oak Dr. as of 4-21-21

38 Oak Dr. as of 5-5-21.  
Sign repositioned.





38 Oak Dr. as of 5-5-21.  
Sign repositioned.



Front of 38 Oak Dr. View to East. As of 5-5-21.



Middle/ Rear View of 38 Oak Dr. View to West. As of 5-5-21.  
Original structure razed.



**Ordinance**  
**of the**  
**City of Cartersville, Georgia**  
**Ordinance No. 21-21**  
**Petition No. AZ21-04**

**NOW BE IT AND IT IS HEREBY ORDAINED** by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Highlands Development Associates, LLC. Property is located 1412 Hwy 411 (0079B-0003-012) and 38 Oak Dr. (0079B-0002-001). Said property contains 1.38 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lot 23 as shown on the attached plat Exhibit “A”. Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this the 20<sup>th</sup> day of May, 2021.**  
**ADOPTED this the 3<sup>rd</sup> day of June, 2021. Second Reading.**

/s/ \_\_\_\_\_  
**Matthew J. Santini**  
**Mayor**

**ATTEST:**

/s/ \_\_\_\_\_  
**Julia Drake**  
**City Clerk**

**Ordinance**  
**of the**  
**City of Cartersville, Georgia**  
**Ordinance No. 22-21**  
**Petition No. AZ21-04**

**NOW BE IT AND IT IS HEREBY ORDAINED** by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Highlands Development Associates, LLC. Property is located 1412 Hwy 411 (0079B-0003-012) and 38 Oak Drive (0079B-0002-001). Said property contains 1.38 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lot 23 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from County C-1 (Commercial and County A-1 (Agriculture) to G-C (General Commercial). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

**BE IT AND IT IS HEREBY ORDAINED.**

**First Reading this 20<sup>th</sup> day of May, 2021.**  
**ADOPTED this the 3<sup>rd</sup> day of June, 2021. Second Reading.**

/s/ \_\_\_\_\_  
**Matthew J. Santini**  
**Mayor**

**ATTEST:**

/s/ \_\_\_\_\_  
**Julia Drake**  
**City Clerk**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Public Hearing – 1 <sup>st</sup> Reading of Zoning/Annexation
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	SU21-03
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Applicant requests a Special Use permit to allow automotive and truck sales or rental use at 780 West Ave. The property is zoned O-C (Office Commercial). Planning Commission approved.
<b>LEGAL:</b>	N/A

**SPECIAL USE APPLICATION SYNOPSIS**

Petition Number(s): **SU21-03**

**APPLICANT INFORMATION AND PROPERTY DESCRIPTION**

Applicant: **Christopher Barron**

Representative: **Christopher Barron**

Property Owner: **Jeffery Marlow**

Property Location: **780 West Ave** **C015-0008-018**

Access to the Property: **West Ave**

**Site Characteristics:**

Tract Size: Acres: **1.25** District: **4<sup>th</sup>** Section: **3<sup>rd</sup>** LL: **523**

Ward: **2** Council Member: **Jayce Stepp**

**1. LAND USE INFORMATION**

Current Zoning: **OC Office Commercial**

Proposed Zoning: **OC Office Commercial**

Proposed Use: **Automotive and Truck Sales or Rental**

Current Zoning of Adjacent Property:

North: **OC Office Commercial**

South: **R20 Residential**

East: **OC Office Commercial**

West: **OC Office Commercial**

The Future Development Map designates the subject property as: **Highway Commercial**

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

**2. City Department Comments:**

**Electric:** Takes no exception.

**Fibercom:** Takes no exception.

**Fire:** Takes no exception.

**Gas:** Takes no exception.

**Public Works:** No comments received.

**Water and Sewer:** No comments received.

**3. Public Comments:**

No public comments received by Planning and Development as of 5-4-21.

**4. Special Use Review**

Applicant wishes to have an auto and truck sales or rental use at this property. A special use permit is required by ordinance. This use may be compatible with other commercial uses along the West Ave corridor. The site has been used previously for used automotive sales, most recently in 2018, for Daniel Imports.

There are no other special use permits on file for Daniel Imports or other automotive sales or rental facilities at this location.

**5. Zoning Ordinance Findings**

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

**A. Article XVI. Special Uses**

**Sec. 16.1. Scope and intent.**

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

**Sec. 16.2. Application of regulations and approval.**

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

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

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

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

**Sec. 16.3. Additional restrictions.**

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
  - 1. The effect of the proposed activity on traffic flow along adjoining streets;
  - 2. The availability, number and location of off-street parking;
  - 3. Protective screening;
  - 4. Hours and manner of operation of the proposed use;
  - 5. Outdoor lighting;
  - 6. Ingress and egress to the property; and
  - 7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

**B. How General Standards Are Met (Staff analysis)**

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

**How Standard #1 has / will be met:** No impact.

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

**How Standard #2 has / will be met:** No impact. Parking is existing off-street.

**Standard #3:** Protective screening.

**How Standard #3 has / will be met:** There is a privacy fence along the southern (rear) property line adjacent to residential property. This fence or a 15ft buffer must be maintained.

**Standard #4:** Hours and manner of operation:

**How Standard #4 has / will be met:** 8am to 8pm: Monday through Saturday.

**Standard #5:** Outdoor lighting

**How Standard #5 has / will be met:** Standard commercial lighting available by City Electric.

**Standard #6:** Ingress and egress to the property.

**How Standard #6 has / will be met:** Existing driveway connected to West Ave.

**Standard #7:** Compatibility with surrounding land use.

**How Standard #7 has / will be met:** Majority of surrounding land uses are also commercial and zoned OC , with one (1) parcel to the South being R20 Residential. The has been used previously as an automobile sales or rental facility.

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

There are no additional special use standards for automotive sales or rental.

**6. Staff Recommendation:** *No objection to special use request. State and local occupational tax certificates will be required.*

**7. Planning Commission Recommendation:**



**Application for Special Use**  
City of Cartersville

Meeting: May 6, 2021 Item 7.

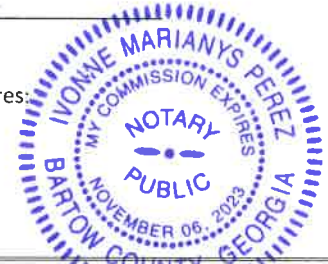
Case Number: 5

Date Received: ~~3-12-21~~  
3-12-21

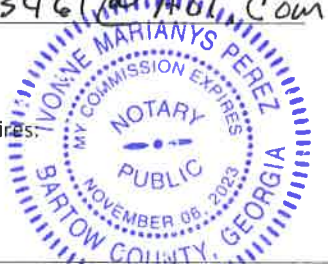
**Public Hearing Dates:**

Planning Commission May 11<sup>th</sup> 5:30pm    1<sup>st</sup> City Council May 20<sup>th</sup> 7:00pm    2<sup>nd</sup> City Council June 3<sup>rd</sup> 7:00pm

Applicant Christopher Burran Office Phone 678-719-8490  
(printed name)  
 Address 780 West Avenue Mobile/ Other Phone \_\_\_\_\_  
 City Cartersville State Ga Zip 30120 Email cburran@best-auto-sales-experience.com  
 Representative's printed name (if other than applicant) Chris Burran Phone (Rep) 404-486-3909  
 Representative Signature \_\_\_\_\_ Applicant Signature \_\_\_\_\_  
 Signed, sealed and delivered in presence of: \_\_\_\_\_ My commission expires: \_\_\_\_\_  
 Notary Public \_\_\_\_\_



\* Titleholder Jeffery L Marlow Phone 404-372-0928  
(titleholder's printed name)  
 Address 2978 Edinburgs Email JSMARLOW3461@aol.com  
 Signature Jeffery L Marlow  
 Signed, sealed, delivered in presence of: \_\_\_\_\_ My commission expires: \_\_\_\_\_  
 Notary Public \_\_\_\_\_



Present Zoning District O-C Office Commercial C015-0008-018  
 Acreage 1.25 Land Lot(s) 523 District(s) 4 Section(s) 3<sup>rd</sup>  
 Location of Property: East of R Plymouth Dr  
(street address, nearest intersections, etc.)  
 Reason for Special Use Request: Auto sales  
 \_\_\_\_\_  
 (attach additional statement as necessary)

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



Overview



Legend

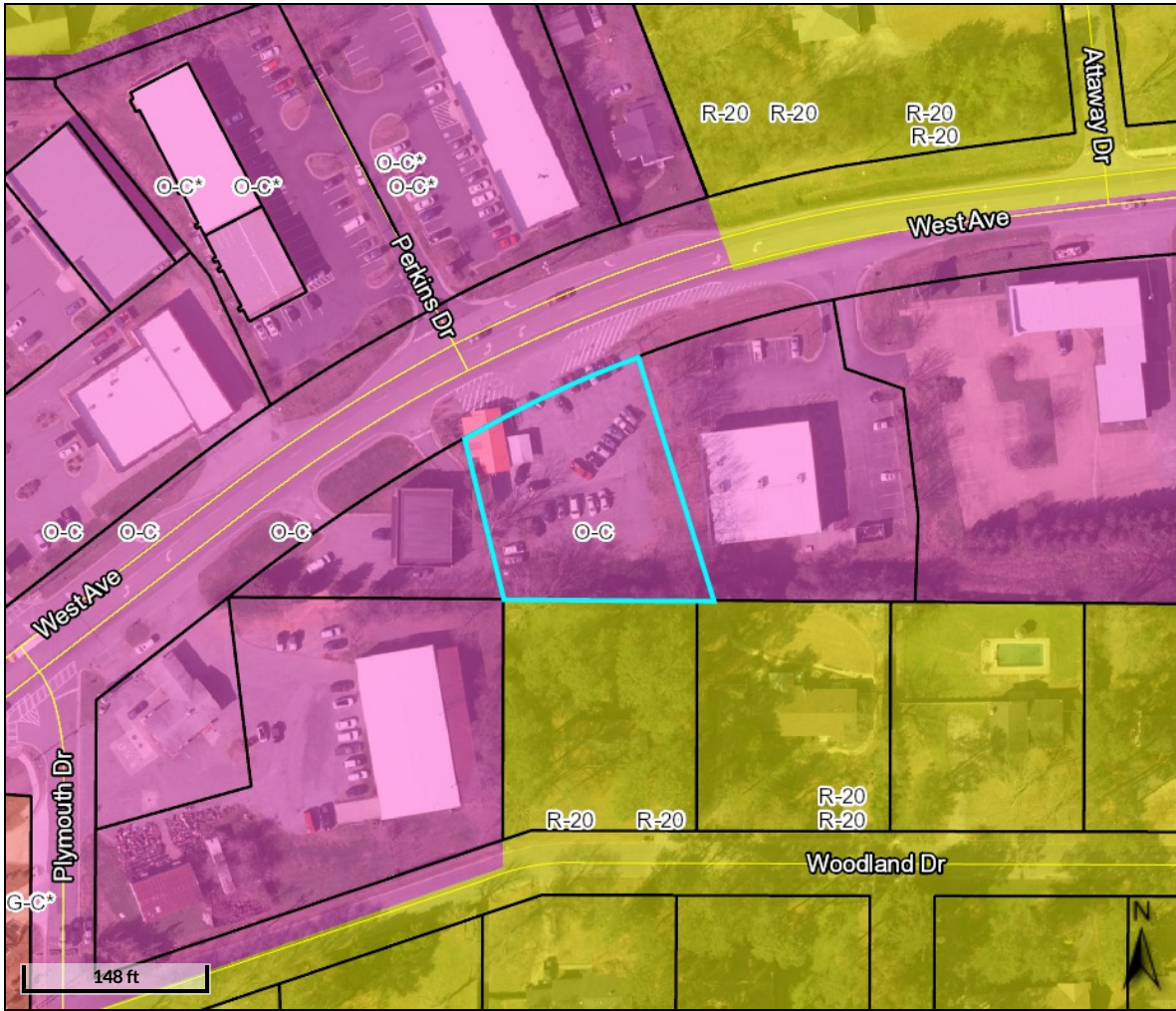
-  Parcels
-  Roads

<b>Parcel ID</b>	C015-0008-018	<b>Alternate ID</b>	33861	<b>Owner Address</b>	2300 BURNTWOOD LLC
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Commercial		2300 BURNTWOOD DR
<b>Property Address</b>	780 WEST AVE	<b>Acreage</b>	1.25		KENNESAW, GA 30152
<b>District</b>	Cartersville				
<b>Brief Tax Description</b>	LOT & STORE				

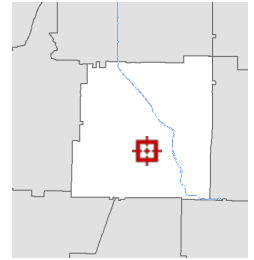
(Note: Not to be used on legal documents)

Date created: 3/5/2021  
 Last Data Uploaded: 3/4/2021 9:56:05 PM


































Developed by  Schneider  
 GEOSPATIAL



**Overview**



**Legend**

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

Parcel ID C015-0008-018  
 Sec/Twp/Rng n/a  
 Property Address 780 WEST AVE  
 District Cartersville

Alternate ID 33861  
 Class Commercial  
 Acreage 1.25

Owner Address 2300 BURNTWOOD LLC  
 2300 BURNTWOOD DR  
 KENNESAW, GA 30152

**CAMPAIGN DISCLOSURE REPORT  
FOR REZONING 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: 3/2/2021

Date Two Years Prior to Application: 3/2/2019

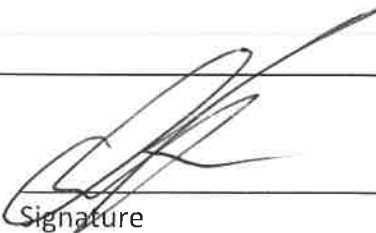
Date Five Years Prior to Application: 3/2/2016

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	_____	<u>0</u>
Council Member:		
Ward 1- Kari Hodge	_____	<u>X</u>
Ward 2- Jayce Stepp	_____	<u>X</u>
Ward 3- Cary Roth	_____	<u>X</u>
Ward 4- Calvin Cooley	_____	<u>X</u>
Ward 5- Gary Fox	_____	<u>X</u>
Ward 6- Taff Wren	_____	<u>X</u>
Planning Commission		
Greg Culverhouse	_____	<u>X</u>
Harrison Dean	_____	<u>X</u>
Lamar Pendley	_____	<u>X</u>
Lamar Pinson	_____	<u>X</u>
Travis Popham	_____	<u>X</u>
Jeffery Ross	_____	<u>X</u>
Stephen Smith	_____	<u>X</u>

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

3/2/2021  
 Date

Chris Barron  
 Print Name

# SPECIAL USE JUSTIFICATION

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

Zoning Ordinance section 16.3.A

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

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

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

**Use applied for:**

Auto Sales

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

**How Standard #1 has / will be met:**

None will be affected

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

**How Standard #2 has / will be met:**

None will be affected

**Standard #3:** Protective screening.

**How Standard #3 has / will be met:**

Fence + Gate

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

How Standard #4 has / will be met:

8am - 8pm Mon - Saturday for Auto Sales

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

Yes, provided by City of Caterville

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

All good.


Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

Very Compatible

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed,   
Applicant or Representative  
Date 3/1/2021

NOTICE OF PUBLIC HEARING

May 11th

The City of Cartersville Planning Commission will hold a public meeting on ~~March 9th~~ at 5:30 p.m. in the City Hall Council Chambers, 3rd Floor, City Hall at 10 North Public Square, Cartersville, Georgia.

The Planning Commission will review an application by \_\_\_\_\_

requesting a Special Use for property located at 780 West Avenue in

Land Lot(s) 523 of the 4th District, 3rd Section, in the

O-C zoning district. Said property contains .601 acres.

The Cartersville City Council will hold the first reading on May 20th at 7:00 p.m. in the City Hall Council Chambers to consider the recommendation of the Planning Commission on the above mentioned application. The Cartersville City Council will have a second reading and final action on said application on Jun 3rd at 7:00 p.m. in the City Hall Council Chambers.

Please contact the City of Cartersville Planning & Development Department at City Hall, 2nd Floor, 10 North Public Square, Cartersville, Georgia 30120 or (770) 387-5600 to receive information on the filing thereof.

If you have interest in the proposed rezoning as stated above, you are encouraged to attend the meetings as stated herein.

CITY OF CARTERSVILLE

Case # \_\_\_\_\_



CITY OF CARTERSVILLE

# SPECIAL USE NOTICE

CASE NO. SU21-03

APPLICATION HAS BEEN MADE TO THE CITY OF CARTERSVILLE FOR A SPECIAL USE ON THIS PROPERTY

PLANNING COMMISSION MEETING  
AT 5:30 P.M. ON 5/11/21

CITY COUNCIL FIRST READING  
AT 7PM ON 5/20/21

CITY COUNCIL SECOND READING  
AT 7:00 P.M. ON 6/3/21

HEARINGS TO BE HELD AT CITY HALL  
10 NORTH PUBLIC SQUARE.

FOR ADDITIONAL INFORMATION CONTACT  
THE PLANNING AND DEVELOPMENT DEPT.  
AT 770-387-5600.

SECURED BY  
**OWEN**  
SECURITY SOLUTIONS  
706.829.7396

SECURED BY  
**OWEN**  
SECURITY SOLUTIONS  
706.829.7396





SECURED BY  
**OWEN**  
SECURITY SOLUTIONS  
781.629.7200

SECURED BY  
**OWEN**  
SECURITY SOLUTIONS  
781.629.7200

**CITY OF CARTERSVILLE**  
**SPECIAL USE NOTICE**  
CASE NO. SU21-03  
APPLICATION HAS BEEN MADE TO THE CITY OF CARTERSVILLE FOR A SPECIAL USE ON THIS PROPERTY  
PLANNING COMMISSION MEETING AT 5:30 P.M. ON 5/11/21  
CITY COUNCIL FIRST READING AT 7 PM ON 5/20/21  
CITY COUNCIL SECOND READING AT 7:00 P.M. ON 6/3/21  
HEARINGS TO BE HELD AT CITY HALL 10 NORTH PUBLIC SQUARE.  
FOR ADDITIONAL INFORMATION CONTACT THE PLANNING AND DEVELOPMENT DEPT. AT 770-387-5600





## PLANNING COMMISSION ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	5 Boatner Ave., Abbey M. Agan
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The above noted property was purchased as part of the “First Time Homebuyers Program”. The applicant has fulfilled their obligation of five year’s ownership as set forth in the program. They have requested the Quit Claim Deed release (see attached) at this time.</p> <p>This is a standard process, and since the applicant has fulfilled their obligation, staff recommends your approval to authorize said release.</p>
<b>LEGAL:</b>	N/A

Return Recorded Document to:  
F. LEE PERKINS, P.C.,  
327 E. MAIN ST.  
CARTERSVILLE, GA 30120  
File #L21379

STATE OF GEORGIA, COUNTY OF BARTOW

**QUITCLAIM DEED**

**THIS INDENTURE**, Made the \_\_\_\_\_ day of **May, 2021**, between **CITY OF CARTERSVILLE** of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **ABBEY M. AGAN** of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in the City of Cartersville, and in the 4th District, 3rd Section, Bartow County, Georgia, and being Lot 6 of Cook Street Subdivision as shown by plat thereof recorded at Plat Book 2, Page 164, Bartow County, Georgia, records, which plat is incorporated herein by reference and made a part hereof for a more complete description of the property conveyed.

**THIS DEED IS BEING MADE** to release the above describe property from that certain Debt to Secure Debt between the parties dated April 30, 2008 and recorded in Deed Book 2294 page 562, Bartow County GA records.

**TO HAVE AND TO HOLD** the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this deed, the day and year first above written.

**CITY OF CARTERSVILLE, A Municipal Corporation of the State of Georgia**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Unofficial witness)

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Notary Public)

GEORGIA INTANGIBLE  
TAX PAID  
\$30.00  
DATE 5/13/2008  
CLERK OF SUPERIOR  
COURT  
BARTOW COUNTY

DDC 007390  
FILED IN OFFICE  
05/13/2008 11:02 AM  
BK: 2293 PG: 562-570  
CLERK OF SUPERIOR  
COURT  
BARTOW COUNTY

After recording return to:  
Leslie Simmons  
F. O. Box 628  
Cartersville, GA 30120

**SUBORDINATE DEED TO SECURE DEBT,  
RESTRICTIVE COVENANT,  
AND SECURITY AGREEMENT**  
[CHIP Program—Second Priority]

1. **Grantor:** [1] Abbey M. Agan  
whose address is [2] 5 Boatmen Avenue,  
Cartersville, GA 30120
2. **Lender:** [3] City of Cartersville, whose address is [4] Post  
Office Box 1390 Cartersville, GA 30120.
3. **The Loan:** A loan in the principal amount of [5] \$ 10,000.00.
4. **Loan Documents:** A promissory note evidencing the Loan (the "Note"), this Deed, and any other document or instrument executed by Grantor or any other person in any way pertaining to the Loan.
5. **Maturity Date:** No later than [6] \_\_\_\_\_, 20\_\_\_\_\_.
6. **Senior Lender:** The "Senior Lender" is [7] \_\_\_\_\_ which has a first priority security deed on the Property and a first priority security interest in the Collateral. Borrower and Lender hereby agree and acknowledge that this Deed and the Note are subordinate to the loan documents, right, title, and interests of Senior Lender.

7. **The Property:** The "Property" is the real property described in Exhibit A, together with all improvements, fixtures, equipment, easements, rights-of-way, water rights, other rights, privileges, franchises, tenements, hereditaments, and appurtenances belonging or in any way appertaining to it, including any interest in adjoining road beds (all improvements located on the Property now or in the future shall be referred to as the "Improvements").

8. **Obligations:** This Deed secures the following obligations (collectively, the "Obligations"): (a) the Loan and the Note; (b) all other debts, covenants, agreements, and obligations of Grantor to Lender under the Loan Documents; (c) all future amounts Lender advances to Grantor, on Grantor's behalf, or to protect Lender's interest in the Property or Collateral; (d) all other debts of any kind, owing now or in the future from Grantor to Lender.

9. **Grant:** For good and valuable consideration, Grantor grants and conveys to Lender the Property in **FEE SIMPLE**. This Deed is a security deed passing legal title under Georgia law and is not a mortgage. This Deed is made to secure the timely payment and performance of the Obligations. The lien of any future advances by Lender shall relate back to the date of this Deed.

10. **Warranties:** Grantor warrants the following: (a) Subject only to Senior Lender's interest, Grantor has fee simple title to the Property and has legal title to the Collateral. This warranty of title shall survive Lender's foreclosure of Grantor's interest in the Property and shall be enforceable by any person who may acquire title to the Property by foreclosure or sale under power. (b) Grantor warrants and will defend Lender's title to the Property against the claims of all persons. (c) Except for Senior Lender, Grantor has not granted any other person any interest in the Property or the Collateral.

11. **Restrictive Covenant:** During the entire "Affordability Period" (as defined below), Borrower's family shall continuously use and occupy the Property as its principal residence. Borrower shall not lease or voluntarily or by operation of law sell all or any part of the Property or any interest in the Property during the Affordability Period. Any abandonment of the Property or other breach of this Covenant shall be an "Event of Default." As used in this section, "family" has the same meaning as in the HOME regulations (currently found at 24 CFR §92.1 et seq.) and the "Affordability Period" is the period starting on the date of this Deed and continuing for [8] 5 years. If this covenant is breached before the expiration of the Affordability Period, the Loan amount (or a portion of it) shall be subject to recapture by Lender, as more particularly set forth in the Note.



12. **Other Covenants of Grantor:**

(a) **Insurance.** Until all Obligations are paid in full, Grantor shall obtain and maintain in force fire and casualty insurance insuring the Improvements with Lender named as a loss payee under a mortgagee clause acceptable to Lender. Grantor shall pay all premiums on such insurance on a timely basis. If Grantor fails to pay any insurance premium by its due date, Lender may pay the premium. If Grantor fails to maintain the



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Parks and Recreation
<b>AGENDA ITEM TITLE:</b>	Goodyear Clubhouse Renovation
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>This item includes the Contracts from RFP's relating to the projects for the Goodyear Clubhouse Renovation Project. Below are the projects with the recommended Contractor companies:</p> <p>RFP 21-07 Kitchen Appliances – Strategic Equip / \$12,173.37  RFP 21-08 Carpentry – Epoch Designs / \$68,735  RFP 21-09 Restroom Partitions – Commercial Services / \$13,340  RFP 21-10 Glass Units – Rick B GC / \$12,000  RFP 21-11 Drywall &amp; Acoustical Ceiling – Rick B GC / \$13,000  RFP 21-12 Electrical – JR Electrical / \$28,390</p> <p>These projects are not budgeted, but will be paid using the Tourism Product Development (TPD) funds, the remainder of the GO Bond funds and the General Fund. These contractors/companies are recommended for your approval for the renovation of the Goodyear Clubhouse.</p>
<b>LEGAL:</b>	Contracts have been reviewed by Archer & Lovell Law office.

# City of Cartersville, Georgia

## Kitchen Appliances PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)  
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT  
P O BOX 1390  
CARTERSVILLE GA 30120-1390

**PROPOSERS:**

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 12,173.37 *Stratage will deliver, uncrate + set in place. Final Connections by others*

PROPOSERS: Stratage Equipment BY: Ronnie Flowers *Price good for 60 days*  
TITLE: Ronnie Flowers SIGNATURE: Estimator  NO SALES TAX  Excluded

ADDRESS: 1747 Oakhaven Dr.  
Albany GA 31701

PHONE NUMBER: 229-903-3692

EMAIL: ronnie.flowers@trimarkusa.com

## Contract Agreement

### KITCHEN APPLIANCES

This Contract Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and Strategic Equipment LLC, party of the second part, (herein called the "Vendor").

### Witnesseth:

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

That the Vendor will deliver all products, at the Goodyear Clubhouse in strict conformity with the Specifications, together with the foregoing Proposal made by the Vendor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

Time is of the essence and is an essential element of this Contract, and the Vendor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Vendor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the general public of City of Cartersville, Georgia. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Vendor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum \_\_\_\_\_ (\$12,173.37). The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

Final payment on account of this Contract Agreement shall be made within thirty – (30) days after the delivery date covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.



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

OWNER: City of Cartersville, Georgia

By: \_\_\_\_\_

Matthew J. Santini

Title: Mayor

WITNESS: By: \_\_\_\_\_ (SEAL)

Julia Drake

Title: City Clerk

CONTRACTOR: Strategic Equipment LLC

By: Ronnie Flowers

Name: Ronnie Flowers  
(Please Print)

Title: Estimator - Contract Sales

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29<sup>th</sup> DAY OF April

Denise Gail Chatman  
Notary Public

My Commission Expires: 02/20/24



### CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

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

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

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

355 314  
EEV/Basic Pilot Program\* User Identification Number

Strategic Equipment LLC  
BY: Authorized Officer or Agent  
(Contractor Name)

4-29-21  
Date

Strategic Equipment LLC  
Contractor/Entity Name

Estimator  
Title of Authorized Officer or Agent of Contractor

1747 Oakhaven Dr. Albany GA 31701  
Contractor Address

Ronnie Flowers  
Printed Name of Authorized Officer or Agent

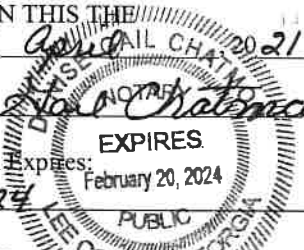
Ronnie Flowers

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE 29th DAY OF April 2021

Denise Ann Chatham  
Notary Public

My Commission Expires: 02/20/24



\* 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).



**Bid Tally Sheet - RFP - 21-07**

**Goodyear Clubhouse - Kitchen Appliances**

Contractor	Representative Please print	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Strategic Equipment, LLC	Ronnie Flowers	dropped off	Albany, Ga	yes	12,173.37
Commercial and Resedential Services	David Gray	dropped off	Cedartown, GA	yes	13,340
Manning Brothers	Elizabeth Price	dropped off	Athens, GA	yes	\$17,539
Culinary Depot	Yitzi Ships	mailed in	Spring Valley, NY	yes	13,887
Rick B General Contractors	Rick Borowiec	dropped off	Acworth, GA	yes	15,000
Douglas Equipment	Alisha Bell	mailed in	Bluefield, WV	yes	15,881.47

Page 1

# City of Cartersville, Georgia

## CARPENTRY & MASONRY

### PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)  
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT  
P O BOX 1390  
CARTERSVILLE GA 30120-1390

PROPOSERS:

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 68,735.00

PROPOSERS: Epoch Designs and Consulting, LLC BY: Joshua Jacobs

TITLE: Owner / CEO SIGNATURE: Josh Jacobs

ADDRESS: 19 Woodvine Drive SW  
Euharlee, GA 30120

PHONE NUMBER: 770-608-9789

**Contract Agreement  
CARPENTRY & MASONRY**

This Contract Agreement made and entered into on the 30 day of April, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and Epoch Designs & Consulting, party of the second part, (herein called the "Contractor").

**Witnesseth:**

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

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

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the public of City of Cartersville, Georgia because of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum Sixty eight thousand seven hundred thirty five and 00/100 which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two -(2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

Final payment on account of this Contract Agreement shall be made within \_\_\_\_\_ days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

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

**OWNER:** City of Cartersville, Georgia

By: \_\_\_\_\_  
Matthew J. Santini

Title: Mayor

**WITNESS:** By: \_\_\_\_\_ (SEAL)  
Julia Drake  
Title: City Clerk

**CONTRACTOR:** Epoch Designs & Consulting LLC

By: Josh Jacobs  
Name: Joshua A. Jacobs  
(Please Print)

Title: Owner / CEO

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30<sup>th</sup> DAY OF April, 2021

Lisa C. Jenkins  
Notary Public  
My Commission Expires: 9/19/24



CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

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

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

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

1677340  
EEV/Basic Pilot Program\* User Identification Number

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

4/30/21  
Date

Epoch Designs and Consulting, LLC Owner / CEO  
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

19 Woodvine Drive SW Euharlee, GA 30120  
Contractor Address

Joshua Jacobs  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
30<sup>th</sup> DAY OF April, 2021  
[Signature]  
Notary Public  
My Commission Expires:  
09/22/2024

MORGAN PHILLIBER  
NOTARY PUBLIC  
BARTOW COUNTY, GEORGIA  
My Commission Expires  
09/22/2024

\* 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).



**Bid Tally Sheet - RFP - 21-08**

**Goodyear Clubhouse - Carpentry Masonry**

Contractor	Representative Please print	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Epoch Designs and Consulting LLC	Joshua Jacobs	dropped off	Euharlee, GA	yes	68,735
Rick B General Contractors	Rick Boroweic	dropped off	Marietta, GA	yes	\$75,000
Crown Service Contractors	Jake Rizner	dropped off	Flowery Branch, GA	yes	76,450

Page 1



# City of Cartersville, Georgia

## RESTROOM PARTITIONS & ASSESSORIES

### PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)  
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT  
P O BOX 1390  
CARTERSVILLE GA 30120-1390

PROPOSERS:  
IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 13,340.<sup>00</sup>

PROPOSERS: Commercial & Residential Services BY: David Gray

TITLE: Co-owner SIGNATURE: [Signature]

ADDRESS: 114 John Redding Rd.  
Cedar-town GA 30125

PHONE NUMBER: 770-846-5440

EMAIL: beaverdoors@gmail.com

**Contract Agreement  
RESTROOM PARTITIONS & ASSESSORIES**

This Contract Agreement made and entered into on the 29<sup>th</sup> day of April, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and Commercial & Residential Services party of the second part, (herein called the "Contractor").

**Witnesseth:**

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

That the Contractor will furnish all products, tools, construction equipment, skilled labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner to install the restroom partitions and assessories at the Goodyear Clubhouse and will complete work in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Invitation to Proposal, Instructions to Proposers, Project Specifications and Proposal Form and all hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the general public of City of Cartersville, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum Thirteen thousand three hundred forty (13,340.00) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two (2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

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

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

OWNER: City of Cartersville, Georgia

By: \_\_\_\_\_  
Matthew J. Santini

Title: Mayor

WITNESS: By: \_\_\_\_\_ (SEAL)

Julia Drake  
Title: City Clerk

CONTRACTOR: Commercial & Residential Services

By: \_\_\_\_\_

Name: BRANDY AHOINS  
(Please Print)

Title: CO-OWNER

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29 DAY OF April, 2021

Victoria Watkins  
Notary Public  
My Commission Expires: 7-29-22



**CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT**

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

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

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

944429  
EEV/Basic Pilot Program\* User Identification Number

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

4-29-21  
Date

Commercial + Residential Services  
Contractor/Entity Name

Brandon Atkins CO-OWNER  
Title of Authorized Officer or Agent of Contractor

114 John Redding Road Cartersville Ga, 30125  
Contractor Address

Brandon Atkins  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
19 DAY OF April, 2021  
Victoria Watkins  
Notary Public  
My Commission Expires:  
7-24-22



\* 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).

**SUBCONTRACTOR AFFIDAVIT**

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

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

EEV/Basic Pilot Program\* User Identification Number

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

4-29-21  
Date

CO-OWNER  
Title of Authorized Officer or Agent of Subcontractor

BRANDON ALLEN  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
29 DAY OF April, 2021  
Victoria Watkins  
Notary Public  
My Commission Expires:  
7-24-22



\* 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).



**Bid Tally Sheet - RFP - 21-09**

**Goodyear Clubhouse - Restroom Partitions Accessories**

Contractor	Representative Please print	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Commercial & Residential Services	David Gray	dropped off	Cedartown, GA	yes	13,340
Rick B General Contractors	Rick Borowiec	dropped off	Marietta, GA	yes	14,000.00
Crown Service Contractors	Jake Rizner	dropped off	Flowery Branch, GA	yes	16,380.00

Page 1

# City of Cartersville, Georgia

## GLASS DOOR UNITS, GLASS REPLACEMENT AND GLAZING

### PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)  
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT  
P O BOX 1390  
CARTERSVILLE GA 30120-1390

**PROPOSERS:**

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 12,000.00

B. Upgrade glass from 1/4" single pane to 1" insulated ADD \$ 1,500.00

C. "Per pane" price to replace individual panes ADD \$ 300.00

PROPOSERS: Rick B General Contractors LLC BY: Rick Borowiec

TITLE: President SIGNATURE: 

ADDRESS: 1459 Field Park Circle, Marietta, GA 30066

PHONE NUMBER: Office 404-692-4568 Cell 404-966-7416

rick@rickbgc.com

Addenda Acknowledged  
*\* the per pane price is CLEAR glass, not restoration glass & reglaze with latex window putty*

**Contract Agreement**  
**GLASS DOOR UNITS, GLASS REPLACEMENT AND GLAZING**

This Contract Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and RIK B General Contractors LLC party of the second part, (herein called the "Contractor").

**Witnesseth:**

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

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

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the public of City of Cartersville, Georgia because of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum twelve thousand (\$12,000) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two -(2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.



The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

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

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

**OWNER:** City of Cartersville, Georgia

By: \_\_\_\_\_  
Matthew J. Santini

Title: Mayor

**WITNESS:** By: \_\_\_\_\_ (SEAL)  
Julia Drake  
Title: City Clerk

**CONTRACTOR:** Rick B General Contractors LLC

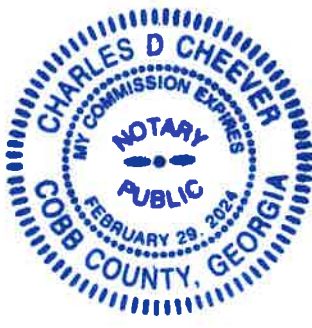
By: [Signature]

Name: Rick Borowitz  
(Please Print)

Title: PRESIDENT

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5th DAY OF MAY, 2021

[Signature]  
Notary Public  
My Commission Expires: FEB 29 2024



CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

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

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

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

1279566  
EEV/Basic Pilot Program\* User Identification Number

Rick Borowiec  
BY: Authorized Officer or Agent  
(Contractor Name)

4/27/21  
Date

Rick B General Contractors LLC  
Contractor/Entity Name

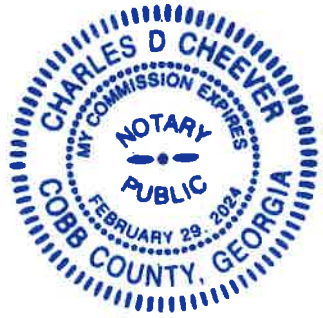
President  
Title of Authorized Officer or Agent of Contractor

1459 Field Park Circle, Marietta, GA 30066  
Contractor Address

Rick Borowiec  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
27 DAY OF APRIL, 2021

[Signature]  
Notary Public  
My Commission Expires:  
FEB 24 2029



\* 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).



**Bid Tally Sheet - RFP - 21-10**

**Goodyear Clubhouse - Glass**

Contractor	Representative Please print	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Rick B General Contractors	Rick Borowiec	dropped off	Marietta, GA	yes	12,000 Upgrade B: 1,500 Per Pane 300

# City of Cartersville, Georgia

## DRYWALL & ACOUSTICAL CEILING

### PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)  
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT  
P O BOX 1390  
CARTERSVILLE GA 30120-1390

**PROPOSERS:**

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 13,000

B. Install FRP on all kitchen walls

ADD \$ 6,500

PROPOSERS: Rick B General Contractors LLC BY: Rick Borowiec

TITLE: President SIGNATURE: 

ADDRESS: 1459 Field Park Circle, Marietta, GA 30066

PHONE NUMBER: Office 404-692-4568 Cell 404-966-7416

EMAIL: rick@rickbgc.com

Gyp Bd - Addenda Acknowledged

**Contract Agreement  
DRYWALL & ACOUSTICAL CEILING**

This Contract Agreement made and entered into on the 5<sup>TH</sup> day of MAY, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and RICK B General Contractors LLC, party of the second part, (herein called the "Contractor").

**Witnesseth:**

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

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

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the public of City of Cartersville, Georgia because of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum Thirteen Thousand Dollars (\$13,000) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two (2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

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

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

**OWNER:** City of Cartersville, Georgia

By: \_\_\_\_\_  
Matthew J. Santini

Title: Mayor

**WITNESS:** By: \_\_\_\_\_ (SEAL)  
Julia Drake  
Title: City Clerk

**CONTRACTOR:** RICK B General Contractors LLC

By: [Signature]

Name: RICK BOROWIEZ  
(Please Print)

Title: PRESIDENT

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5<sup>th</sup> DAY OF MAY, 2021

[Signature]  
Notary Public  
My Commission Expires: FEB 29 2024



**CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT**

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

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

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

1279566  
EEV/Basic Pilot Program\* User Identification Number

Rick Borowiec  
BY: Authorized Officer or Agent  
(Contractor Name)

4/27/21  
Date

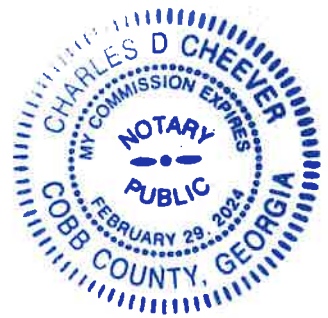
Rick B General Contractors LLC President  
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

1459 Field Park Circle, Marietta, GA 30066  
Contractor Address

Rick Borowiec  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE 27 DAY OF April, 2021

[Signature]  
Notary Public  
My Commission Expires:  
FEB 29 2024



\* 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).



**Bid Tally Sheet - RFP - 21-11**  
**Goodyear Clubhouse - Drywall**

Contractor	Representative Please print	Signature	Location of Business	Meets Spec/Full Work Scope	Price
Rick B General Contractors	Rick Borowiec	dropped off	Marietta, GA	yes	13,000 add 6,500 for FRP
Crown Service Contractors	Jake Rizner	dropped off	Flowery Branch, GA	yes	29,985 add 3,700 for FRP



# City of Cartersville, Georgia

## ELECTRICAL WIRING PROPOSAL FORM

TO: Tom Gilliam (Goodyear Clubhouse Renovation)  
CITY OF CARTERSVILLE PARKS & RECREATION DEPARTMENT  
P O BOX 1390  
CARTERSVILLE GA 30120-1390

**PROPOSERS:**

IN ACCORDANCE WITH REQUIREMENTS OF YOUR INVITATION TO PROPOSAL, INSTRUCTIONS TO PROPOSERS, AND PROJECT SPECIFICATION, AND SUBJECT TO THE CONDITIONS THEREOF, I, THE UNDERSIGNED, HEREBY PROPOSE TO PROVIDE THE GOODYEAR CLUBHOUSE RENOVATION FOR MONETARY CONSIDERATIONS.

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A. LUMP SUM PROPOSAL PRICE FOR WORK SCOPE ITEMS, LISTED HEREIN, FOR ANY OR ALL OF THE PROJECTS LISTED UNDER SCOPE OF WORK AND PROJECT SPECIFICATIONS

\$ 28,390.00

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PROPOSERS: JR Electrical BY: Jason Nieves

TITLE: President SIGNATURE: 

ADDRESS: 703 Fairgate Rd Suite 103 Marietta, GA. 30064

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PHONE NUMBER: 770-420-1530

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**Contract Agreement  
ELECTRICAL WIRING**

This Contract Agreement made and entered into on the 12<sup>th</sup> day of May, 2021, by and between the CITY OF CARTERSVILLE, party of the first part (hereinafter called the "Owner"), and J.R. Electrical, LLC, party of the second part, (herein called the "Contractor").

**Witnesseth:**

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

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

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within three (3) weeks of the agreed upon start date. Time is of the essence and is an essential element of this Contract, and the Contractor may be subject to pay the Owner, not as a penalty, but as liquidated damages, the sum of \$250.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of deciding as to the actual and consequential damages incurred by the Owner and the general public of City of Cartersville, Georgia as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States of America, the sum Twenty-eight Thousand Three hundred ninety (\$28,390.00) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of two -(2) years after completion.

The Owner shall make payments to the Contractor in accordance with the provisions of the Contract Documents.

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

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

OWNER: City of Cartersville, Georgia

By: \_\_\_\_\_  
Matthew J. Santini

Title: Mayor

WITNESS: By: \_\_\_\_\_ (SEAL)  
Julia Drake  
Title: City Clerk

CONTRACTOR: J.R. Electrical  
\_\_\_\_\_

By: \_\_\_\_\_  
*[Signature]*

Name: Jason Nieves  
\_\_\_\_\_  
(Please Print)

Title: President  
\_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 12<sup>th</sup> DAY OF May, 2021

Victoria S Cox  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
10-1-2023



CONTRACTOR/VENDOR AFFIDAVIT AND AGREEMENT

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

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

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

572238  
EEV/Basic Pilot Program\* User Identification Number

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

5/10/2021  
Date

J.R. Electrical LLC  
Contractor/Entity Name

President  
Title of Authorized Officer or Agent of Contractor

703 Fairgate Rd #103, Marietta GA 30064  
Contractor Address

Jason Nieves  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
10<sup>th</sup> DAY OF May, 2021

Victoria S Cox  
Notary Public

My Commission Expires:  
10-1-2023



\* 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).



**Bid Tally Sheet - RFP - 21-12**

**Goodyear Clubhouse - Electrical**

Contractor	Representative Please print	Signature	Location of Business	Meets Spec/Full Work Scope	Price
JR Electrical LLC	Jason Nieves	dropped off not present	Marietta, GA	yes	28,390
Hawk Construction Co. LLC	Miles Traylor	mailed in	Ellenwood, Ga	yes	96800
Complete Electrical Systems	Phillip Bryson	dropped off not present	White, GA	yes	51,750
C & M Enterprises	Phillip Camron	Present - dropped off and stayed	Emerson, GA	yes	39,800
Rayne Storm Electric, LLC	Joseph Hutchins	dropped off not present	Cartersville, GA	yes	37,344.50

Page 1



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Downtown Development Authority
<b>AGENDA ITEM TITLE:</b>	Main Street MOU with DCA
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Annual renewal of Memorandum of Understanding with DCA for Main Street Program accreditation. Staff recommends approval of the MOU.
<b>LEGAL:</b>	



# 2021 - 2022 Georgia Exceptional Main Streets Memorandum of Understanding

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MOU

5/3/2021

This document should be signed by all local parties  
(ACR, Board Chair, Main Street Program Manager) by  
**July 1, 2021**

Please email [Elizabeth.Elliott@dca.ga.gov](mailto:Elizabeth.Elliott@dca.ga.gov) with any questions.

## **GEORGIA EXCEPTIONAL MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING**

### **2021 - 2022 Program Year**

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as “DCA”), the City/Town of \_\_\_\_\_, Georgia (hereinafter referred to as “Community”), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Exceptional Main Streets Program (hereinafter referred to as GEMS) by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community’s participation in the GEMS Program for the stated year. DCA is the sponsoring state agency for the GEMS program and is licensed by the National Main Street Center (hereinafter referred to as “National Program”) to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

#### **ARTICLE 1: THE COMMUNITY AGREES TO—**

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
  - A. A copy of these boundaries should remain on file with DCA at all times.
  - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
  - A. The downtown manager must have a job description that identifies at least 75% of their duties are directly related to Main Street activities. A copy of the job description should remain on file with DCA at all times.
  - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager’s salary must be paid in excess of minimum wage.
  - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
  - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
  - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
  - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
  - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
  - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
    - i. Business license data
    - ii. Building permit data
    - iii. Property tax data
    - iv. Geographic Information Systems data (mapping support when available)



- B. Review reported data submitted by the downtown manager to assure accuracy.
- 6. Use the “Main Street America™” name in accordance with the National Main Street Policy on the use of the name Main Street.
- 7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be received by DCA one month prior to said changes. Changes may result in program probation, the loss of accreditation or removal of program designation altogether.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

- 1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
  - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
  - B. The work plan should serve as a strategic plan for the local program for a period of three years or less.
  - C. A copy of the work plan should be on file and updated with DCA monthly as part of the monthly reporting process.
- 2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
  - A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
  - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
  - C. The Board should actively engage the community for financial and in-kind support of the local program.
- 3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
- 4. Meet a minimum of 10 times per year and insure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
- 5. Attend training when possible to become better informed about the Main Street approach and trends for downtown revitalization and to support the downtown manager.
- 6. Newly Appointed Board Members are required to become Main Street 101 certified by the Office of Downtown Development, within their first year of their first term. All current Board Members, regardless of their length of service on the Board, must be Main Street 101 certified through DCA’s online testing system. A copy of this certification should be kept on file in your program’s shared DCA Dropbox folder.
- 7. Assure the financial solvency and effectiveness of the Local Main Street Program.
  - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
  - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
  - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

- 1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
  - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30<sup>th</sup> of the following month. (Example: March report due by April 30<sup>th</sup>). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
  - B. Participate in the annual manager’s surveys provided by DCA. Failure to complete the annual manager’s survey by the deadline will result in the loss of accreditation.
  - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
  - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
  - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community’s downtown area.
- 2. Participate in training to broaden the impact of the local Main Street Program.
  - A. The downtown manager and/or board members are expected to attend at least one preservation or economic development-related training annually.

- B. DCA requires managers to attend at least 30 hours of training annually (including weekly statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development
  - C. Respond to requests by DCA in a timely manner.
3. Take advantage of the Georgia Main Street network of professional downtown managers.
  4. All newly hired managers must be Main Street 101 certified with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified through DCA's online testing system.
  5. Provide regular updates between the local Main Street Program and the Community.
    - A. Managers are encouraged to provide at least quarterly reports to the local government.
    - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
  6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
  - A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
  - B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
  - C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
  - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
  - B. DCA may assist in training local staff or volunteers in the reporting process.
  - C. DCA will provide unlimited telephone consultations with local programs.
  - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the GEMS program, including social media outreach, to recognize and publicize the work of local programs.
  - a. DCA will highlight GEMS community once a quarter through both the Georgia Main Street website and social media channels.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
  - a. DCA will provide GEMS communities with first right of refusal on all scholarships and financial incentive programs offered by the Office of Downtown Development.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2022.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street Designation. Communities that choose to terminate their Georgia GEMS Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2021-2022 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

**MEMORANDUM OF UNDERSTANDING: 2021-2022 Program Year**

Meeting: May 6, 2021 Item 10.

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): \_\_\_\_\_

\_\_\_\_\_  
Authorized City Representative Signature (ACR)

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACR Printed Name

\_\_\_\_\_  
ACR Title

---

**MAIN STREET BOARD OF DIRECTORS**

\_\_\_\_\_  
Board Chair Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair Printed Name

\_\_\_\_\_  
Date Term Expires

---

**DOWNTOWN MANAGER**

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager Printed Name

\_\_\_\_\_  
Date Hired

Please check here if this position is vacant.

---

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
OFFICE OF DOWNTOWN DEVELOPMENT  
GEORGIA MAIN STREET PROGRAM

\_\_\_\_\_  
ODD Director's Signature

\_\_\_\_\_  
Date

Jessica Reynolds  
Director, Office of Downtown Development  
Georgia Department of Community Affairs  
60 Executive Park South, NE  
Atlanta, Georgia 30329

Phone: 404-679-4859  
Email: Jessica.reynolds@dca.ga.gov



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Gas System
<b>AGENDA ITEM TITLE:</b>	Extension Agreement: Commerce 75
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This is an Extension Agreement for Commerce 75 to reimburse the City all costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site. Within this main extension project, there exists another agreement for Commerce Centre at 75. This Extension Agreement is in the amount of \$107,405.53 whereas the Owner, Commerce 75 B1, agrees to reimburse the City all costs associated with this extension. I recommend the City enter into this Agreement with Commerce 75 B1 in the amount of \$107,405.53. This is not a budgeted item.
<b>LEGAL:</b>	This has been approved by the City Attorney.

# Memorandum .....

To: Michael Dickson, Gas System Director

From: Brian Friery, Gas System Engineer

Date: May 10, 2021

**RE:** Extension Agreement  
Natural Gas Main Extension  
Commerce 75 (formerly known as Carson Loop-  
Carson Industrial Hillwood)  
Cartersville Project No. SP-21-002

As you know, existing natural gas facilities are not available to serve the above referenced project site. The Owner of the project, therefore, has agreed to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site. Within this proposed extension, however, exists another proposed project, Commerce Centre at 75, who's Owner also requests natural gas service. The Owner of Commerce Centre at 75 has also agreed to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site. A single project is proposed by the Gas System, therefore, to extend the existing natural gas facilities to serve both project sites whereas, by two separate Extension Agreements, the Owners have agreed to reimburse the City all the costs associated with the extension of the existing natural gas facilities.

Attached, therefore, is an Extension Agreement in the amount of \$107,405.53 executed by the second project Owner, Commerce 75 B1, Inc. whereas the Owner agrees to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to their proposed site for their portion of the extension. The City Attorney's office has reviewed and accepted this Agreement. I, therefore, recommend the City enter into this Agreement with Commerce 75 B1, Inc. in the amount of \$107,405.53.

A similar Extension Agreement between the City and Core5 Commerce Centre at 75, LLC in the amount of \$46,704.04 for the portion of this extension serving Commerce Centre at 75 is also on this Council agenda.

AFTER RECORDING RETURN TO:  
ARCHER & LOVELL PC  
P.O. BOX 1024  
CARTERSVILLE GEORGIA 30120

**EXTENSION AGREEMENT**

This Extension Agreement (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_, 20\_\_, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter the “**City**”) and **COMMERCE 75 B1, INC.**, a Delaware Corporation (hereinafter the “**Owner**”) and their respective successors or assigns.

**WITNESSETH:**

WHEREAS, Owner is the owner of certain property being developed as COMMERCE 75, (hereinafter the “**Property**”), which is more particularly described in Exhibit “A” attached hereto and desires to enter into this Agreement for the purposes of facilitating such development;

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

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

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

1. Owner will perform the following for the City and its inhabitants: provide a minimum of \$107,405.53 (a breakdown of the costs are attached hereto as Exhibit “B”) to extend the existing natural gas line in accordance with the plans attached hereto and incorporated herein as Exhibit “C”.

Additionally, the Owner hereby agrees to pay any and all reasonable and customary costs overruns beyond the estimate attached as Exhibit "B". All of the above costs are based upon the Exhibits. If there are any reasonable and customary adjustments, Owner shall be responsible for the payment of all such reasonable and customary costs related to the scope of work referenced within the attached Exhibits. City agrees to advise Owner of any expected cost overruns upon City becoming aware of such cost overruns

2. In exchange for Owner providing the above described funds, the City shall extend the existing natural gas line as shown herein as Exhibit "C".
3. Owner agrees to pay the above described sums within the following time periods (i) the \$107,405.53 initial estimate, no later than ten (10) days from the date of this Agreement, and (ii) no later than ten (10) days from the date of Owner's receipt of notice from City of any additional reasonable and customary costs associated with the scope of work referenced herein.
4. Owner shall be required to execute the easement as shown in Exhibit "C" and provide the City an acceptable plat of the easement within twenty (20) days from the date of written notice from the City.
5. Owner shall be responsible for the reasonable out of pocket expenses and costs incurred by City associated with this Agreement and installation of the natural gas line and related appurtenances including, but not limited to, legal fees, recording fees, title fees and survey fees, if any.
6. The City maintains the right to contract all work, in whole or in part, that is associated with the extension of the existing natural gas line as shown herein as Exhibit "C" provided, however Owner shall have a right of approval, not to be unreasonably withheld, over the terms of such contract.
7. The City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed gas facilities within the location under this Agreement provided no further disturbance of such areas are planned within 14 days of initial disturbance or as required by local jurisdiction.
8. With the exception of Paragraph 7 above, the Owner agrees to provide, install, maintain and remove any and all erosion and sediment control measures necessary or required to comply with all local, State and Federal erosion and sediment control requirements which maybe associated with the construction of the proposed gas facilities within the extension under this Agreement to the extent located within the Property. Owner further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 7 above with respect to the Property as necessary or required to comply with all local, State and Federal erosion and sediment control requirements after initial application.
9. The City has no responsibility and/or liability for any activities and actions of the Owner.
10. Except to the extent of City's or its agent's negligence or misconduct, Owner agrees to hold harmless the City against any and all claims, actions or suits against it relating to the Agreement or the performance of services pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City except to the extent same arise as a result of City's or its agent's negligence or misconduct. In addition, except to the extent same arise as a result of City's or its agent's negligence or misconduct, Owner will reimburse the City for any and all



reasonable out of pocket costs incurred by the City in defending any claims against the City arising out of the Agreement or the performance of this Agreement.

11. Notices:

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

If to the Owner:       Commerce 75 B1 Inc.  
                                  3414 Peachtree Road, NE Suite 960  
                                  Atlanta, Georgia 30326  
                                  770.407.4760

**\*\*\*SIGNATORIES APPEAR ON NEXT PAGE\*\*\***

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

Signed, sealed, and delivered in the presence of:

**CITY OF CARTERSVILLE, GEORGIA**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Mathew Santini, Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (SEAL)  
Julia Drake, City Clerk

(NOTARIAL SEAL)

Signed, sealed, and delivered in the presence of:

**COMMERCE 75 B1, INC.**

*[Signature]*  
\_\_\_\_\_  
Witness

By: *[Signature]* \_\_\_\_\_ (SEAL)

*[Signature]*  
\_\_\_\_\_  
Notary Public

Its: *[Signature]* \_\_\_\_\_ (SEAL)

(NOTARIAL SEAL)



BK:3237

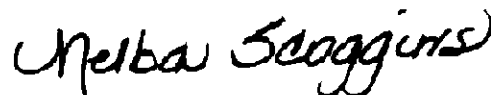
Meeting: May 6, 2021 Item 11.

D2020014531

FILED IN OFFICE  
CLERK OF COURT  
10/01/2020 05:29 PM  
MELBA SCOGGINS, CLERK  
SUPERIOR COURT  
BARTOW COUNTY, GA

PREPARED BY:

Tom A. Spillman, Esq.  
Smith, Gambrell & Russell, LLP  
Promenade, Suite 3100  
1230 Peachtree Street, NE  
Atlanta, GA 30309



6405611605  
PARTICIPANT ID

AFTER RECORDING, RETURN TO:

Marcus Calloway  
Calloway Title and Escrow, LLC  
4170 Ashford Dunwoody Road, Suite 525  
Atlanta, Georgia 30319

REAL ESTATE  
TRANSFER TAX  
PAID: \$0.00

**PT-61 008-2020-004130**

2-38843

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF BARTOW

Tax Parcel Number: 0069-0154-009

**THIS INDENTURE**, made as of the 1<sup>st</sup> day of ~~September~~ <sup>October</sup>, 2020 by and between **CARLOOP, LLC**, a Georgia limited liability company, as party or parties of the first part, hereinafter collectively called "Grantor," and **COMMERCE 75 B1, INC.**, a Delaware corporation, as party or parties of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

**GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee that certain tract or parcel of land lying and being in Bartow County, Georgia, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under the Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed under seal the day and year first written above.

Signed, sealed and delivered in the presence of:

CARLOOP, LLC, a Georgia limited liability company

*[Handwritten signature]*

Unofficial Witness

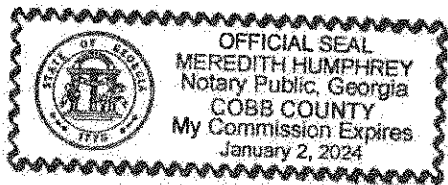
By: *[Handwritten signature]* (Seal)

Name: Ashutosh Rao  
Title: Managing Member

*[Handwritten signature]*  
Notary Public

My Commission Expires: \_\_\_\_\_

[Notary Seal]



**EXHIBIT "A"**

**Legal Description**

**Magnetic North:**

ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING, AND BEING IN LAND LOT(S) 154, 5th DISTRICT, 3rd SECTION CITY OF BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF SOUTHEAST RIGHT-OF-WAY OF CARSON LOOP ROAD (80' PUBLIC RIGHT-OF-WAY) AND THE NORTHEAST RIGHT-OF-WAY BROWN LOOP ROAD (30' RIGHT-OF-WAY); THENCE ALONG THE SOUTHEAST RIGHT-OF-WAY OF CARSON LOOP ROAD IN A SOUTHWESTERLY DIRECTION WITH CURVE TURNING TO THE LEFT WITH A RADIUS OF 633.77 FEET, HAVING A CHORD BEARING OF S 30°23'18" W A CHORD DISTANCE OF 414.09 FEET AND AN ARC LENGTH OF 421.83 FEET TO A POINT; THENCE WITH A BEARING OF S 14°17'07" W A DISTANCE OF 595.15 FEET TO A POINT; THENCE WITH A BEARING OF S 14°53'32" W A DISTANCE OF 130.20 FEET TO A 3/4" OPEN TOP PIPE, THENCE LEAVING THE SOUTHEAST RIGHT-OF-WAY OF CARSON LOOP ROAD WITH A BEARING OF N 59°45'30" W A DISTANCE OF 1204.31 FEET TO A #4 REBAR; THENCE WITH A BEARING OF N 21°07'00" E A DISTANCE OF 1189.14 FEET TO A #4 REBAR ON THE NORTHEAST RIGHT-OF-WAY OF BROWN LOOP ROAD; THENCE ALONG THE NORTHEAST RIGHT-OF-WAY OF BROWN LOOP ROAD IN A SOUTHEASTERLY DIRECTION WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1142.93 FEET, HAVING A CHORD BEARING OF S 60°04'59" E, A CHORD DISTANCE OF 97.67 FEET AND AN ARC LENGTH OF 97.70 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 1746.95 FEET, HAVING A CHORD BEARING OF S 56°35'19" E, A CHORD DISTANCE OF 95.80 FEET AND AN ARC LENGTH OF 95.81 FEET TO A POINT; THENCE WITH A BEARING OF S 52°44'45" E A DISTANCE OF 187.93 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 1922.37 FEET, HAVING A CHORD BEARING OF S 59°50'42" E, A CHORD DISTANCE OF 113.73 FEET AND AN ARC LENGTH OF 113.75 FEET TO A POINT; THENCE WITH A BEARING OF S 62°27'47" E A DISTANCE OF 143.08 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 565.69 FEET, HAVING A CHORD BEARING OF S 57°27'21" E, A CHORD DISTANCE OF 117.70 FEET AND AN ARC LENGTH OF 117.91 FEET TO A POINT; THENCE WITH A BEARING OF S 53°04'38" E A DISTANCE OF 287.42 FEET TO A POINT; THENCE WITH A BEARING OF S 51°20'29" E A DISTANCE OF 156.62 FEET TO A POINT AND THE TRUE POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND CONTAINING 30.643 ACRES MORE OR LESS;

**State Plane Coordinates:**

ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING, AND BEING IN LAND LOT(S) 154, 5th DISTRICT, 3rd SECTION CITY OF BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF SOUTHEAST RIGHT-OF-WAY OF CARSON LOOP ROAD (80' PUBLIC RIGHT-OF-WAY) AND THE NORTHEAST RIGHT-OF-WAY BROWN LOOP ROAD (30' RIGHT-OF-WAY); THENCE ALONG THE SOUTHEAST RIGHT-OF-WAY OF CARSON LOOP ROAD IN A SOUTHWESTERLY DIRECTION WITH CURVE TURNING TO THE LEFT WITH A RADIUS OF 633.77 FEET, HAVING A CHORD BEARING OF S 29°31'57" W A CHORD DISTANCE OF 414.09 FEET AND AN ARC LENGTH OF 421.83 FEET TO A POINT; THENCE WITH A BEARING OF S 13°25'46" W A DISTANCE OF 595.15 FEET TO A POINT; THENCE WITH A BEARING OF S 14°02'11" W A DISTANCE OF 130.20 FEET TO A 3/4" OPEN TOP PIPE, THENCE LEAVING THE SOUTHEAST RIGHT-OF-WAY OF CARSON LOOP ROAD WITH A BEARING OF N 60°36'51" W A DISTANCE OF 1204.31 FEET TO A #4 REBAR; THENCE WITH A BEARING OF N 20°15'39" E A DISTANCE OF 1189.14 FEET TO A #4 REBAR ON THE NORTHEAST RIGHT-OF-WAY OF BROWN LOOP ROAD; THENCE ALONG THE NORTHEAST RIGHT-OF-WAY OF BROWN LOOP ROAD IN A SOUTHEASTERLY DIRECTION WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1142.93 FEET, HAVING A CHORD BEARING OF S 60°56'20" E, A CHORD DISTANCE OF 97.67 FEET AND AN ARC LENGTH OF 97.70 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 1746.95 FEET, HAVING A CHORD BEARING OF S 57°26'40" E, A CHORD DISTANCE OF 95.80 FEET AND AN ARC LENGTH OF 95.81 FEET TO A POINT; THENCE WITH A BEARING OF S 59°36'06" E A DISTANCE OF 187.93 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 1922.37 FEET, HAVING A CHORD BEARING OF S 60°42'03" E, A CHORD DISTANCE OF 113.73 FEET AND AN ARC LENGTH OF 113.75 FEET TO A POINT; THENCE WITH A BEARING OF S 63°19'08" E A DISTANCE OF 143.08 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 565.69 FEET, HAVING A CHORD BEARING OF S 58°18'42" E, A CHORD DISTANCE OF 117.70 FEET AND AN ARC LENGTH OF 117.91 FEET TO A POINT; THENCE WITH A BEARING OF S 53°55'59" E A DISTANCE OF 287.42 FEET TO A POINT; THENCE WITH A BEARING OF S 52°11'50" E A DISTANCE OF 156.62 FEET TO A POINT AND THE TRUE POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND CONTAINING 30.643 ACRES MORE OR LESS.

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> <sup>1</sup>	<u>ESTIMATED TOTAL AMOUNT</u>
<b>Contractor Labor Costs:</b>					
1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,105	L.F.	\$21.00	\$23,205.00
2.	4-1/2" O.D.-.237" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe	50	L.F.	\$22.14	\$1,107.00
3.	2-3/8" O.D.-.154" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	470	L.F.	\$14.00	\$6,580.00
4.	2-3/8" O.D.-.218" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe	60	L.F.	\$22.14	\$1,328.40
5.	4" IPS-DR 11, P.E. 2708 Polyethylene Pipe	1,025	L.F.	\$8.76	\$8,979.00
6.	2" Line Valve Assembly, ANSI Class 300, 740# W.P.	2	Ea.	\$500.00	\$1,000.00
7.	4" Line Valve Assembly, 80# W.P.	1	Ea.	\$500.00	\$500.00
8.	4" Bore ( <i>Bore Only</i> )	155	L.F.	\$30.00	\$4,650.00
9.	2" Bore ( <i>Bore Only</i> )	60	L.F.	\$18.00	\$1,080.00
10.	2" Regulating Station	1	LS	\$11,000.00	\$11,000.00
11.	Construction Exit	1	Ea.	\$1,200.00	\$1,200.00
12.	Erosion Control Matting	4,275	S.F.	\$2.45	\$10,473.75
13.	Silt Fence-Type B	425	L.F.	\$3.50	\$1,487.50

**ENGINEER'S ESTIMATE**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> <sup>1</sup>	<u>ESTIMATED TOTAL AMOUNT</u>
14.	Temporary Grassing	1,900	S.Y.	\$1.00	\$1,900.00
15.	Permanent Grassing	1,900	S.Y.	\$1.00	\$1,900.00
16.	Solid Rock Excavation	40	C.Y.	\$85.00	<u>\$3,400.00</u>
<b>ESTIMATED CONTRACTOR LABOR COST</b>					<b>\$79,790.65</b>

**Material Costs:**

1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,105	L.F.	\$9.75	\$10,773.75
2.	4-1/2" O.D.-.237" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe	50	L.F.	\$16.65	\$832.50
3.	2-3/8" O.D.-.154" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	470	L.F.	\$5.95	\$2,796.50
4.	2-3/8" O.D.-.218" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe	60	L.F.	\$10.25	\$615.00
5.	4" IPS-DR 11, P.E. 2708 Polyethylene Pipe	1,025	L.F.	\$2.96	\$3,034.00
6.	2" Line Valve Assembly, ANSI Class 300, 740# W.P.	2	Ea.	\$265.00	\$530.00
7.	4" Line Valve Assembly, 80# W.P.	1	Ea.	\$219.00	\$219.00
8.	2" Regulating Station	1	LS	\$5,193.00	\$5,193.00

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE<sup>1</sup></u>	<u>ESTIMATED TOTAL AMOUNT</u>
9.	4"x2" Reducing Outlet Tee, Standard Weight	1	Ea.	\$60.50	\$60.50
10.	4"x90° Elbow, Standard Weight	1	Ea.	\$33.21	\$33.21
11.	4" Steel to Polyethylene Transition Fitting	1	Ea.	\$72.00	\$72.00
11.	2"x90° Elbow, Standard Weight	3	Ea.	\$12.89	\$38.67
12.	4"x90° Elbow (PE)	1	Ea.	\$16.00	\$16.00
13.	4"x45° Elbow (PE)	2	Ea.	\$16.00	\$32.00
14.	4" End Cap (PE)	1	Ea.	\$12.00	\$12.00
15.	Valve Marker	3	Ea.	\$21.00	\$63.00
16.	Construction Exit	1	Ea.	\$100.00	\$100.00
17.	Erosion Control Matting	4,275	S.F.	\$0.50	\$2,137.50
18.	Silt Fence-Type B	425	L.F.	\$0.25	\$106.25
19.	Temporary Grassing	1,900	S.Y.	\$0.25	\$475.00
20.	Permanent Grassing	1,900	S.Y.	\$0.25	<u>\$475.00</u>
<b>TOTAL ESTIMATED MATERIAL COST</b>					<b>\$27,614.88</b>
<b>TOTAL ESTIMATED LABOR COST</b>					<b><u>\$79,790.65</u></b>
<b>TOTAL ESTIMATED PROJECT COST</b>					<b>\$107,405.53</b>

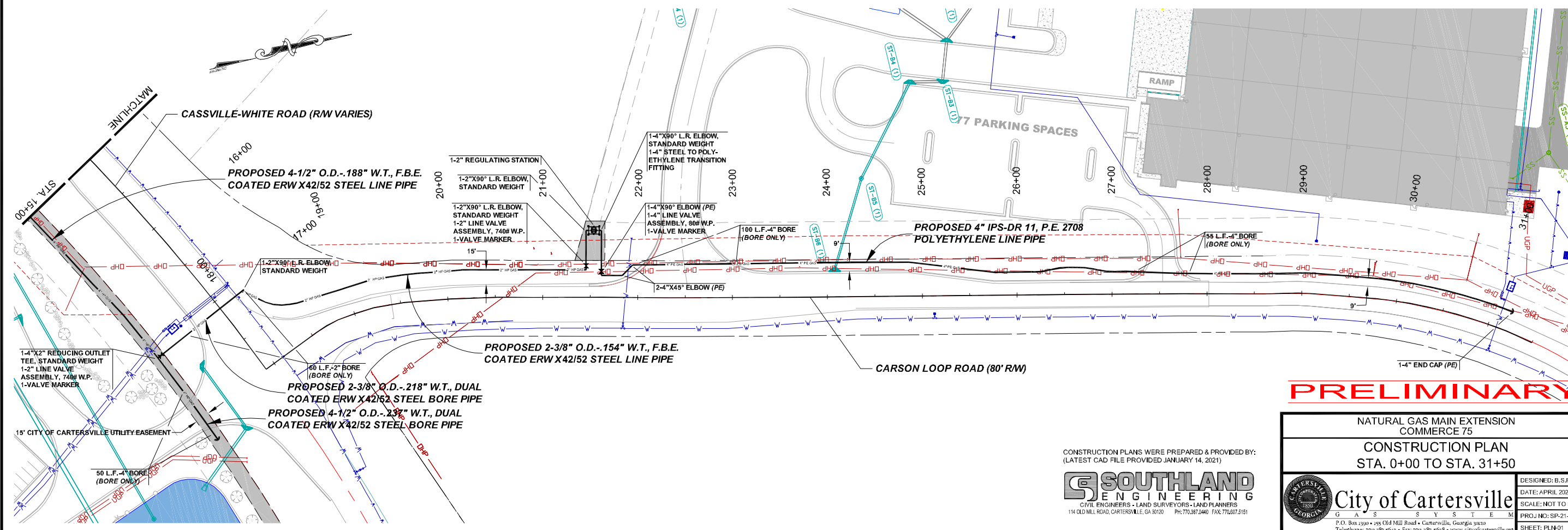
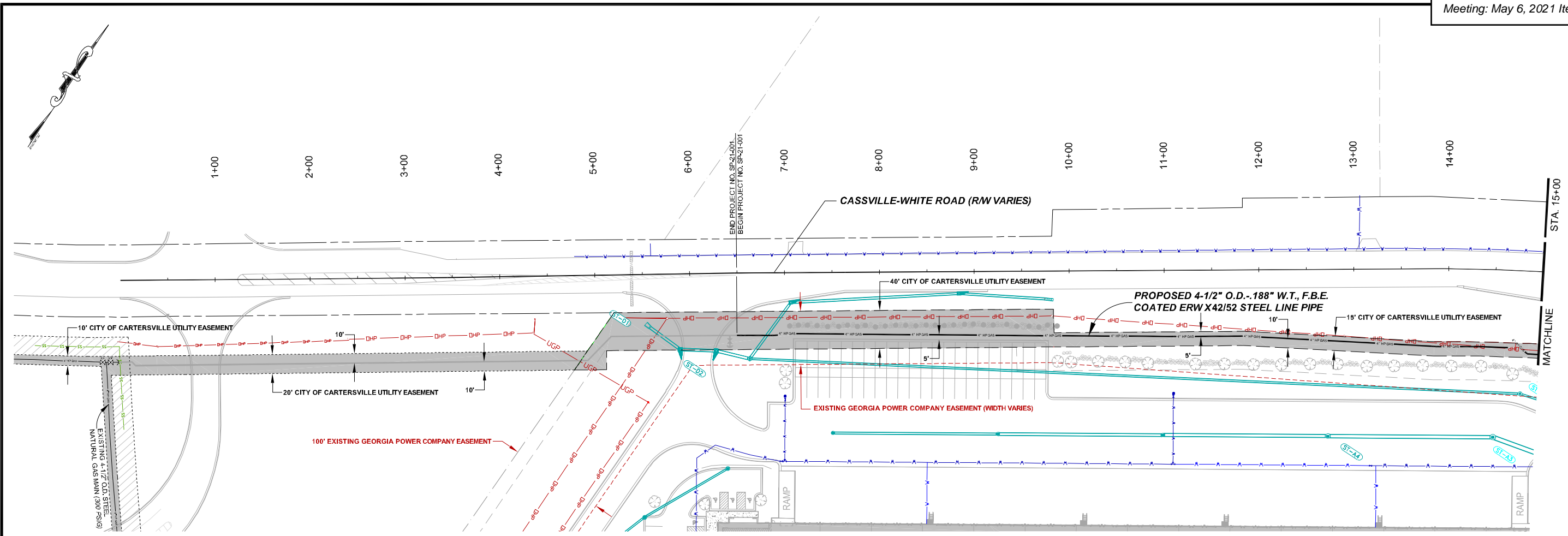


ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE<sup>1</sup></u>	<u>ESTIMATED TOTAL AMOUNT</u>
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<sup>1</sup> Estimated unit prices of contractor labor costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus 100% adjustment for inflation.

Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated April 5, 2021.



**PRELIMINARY**

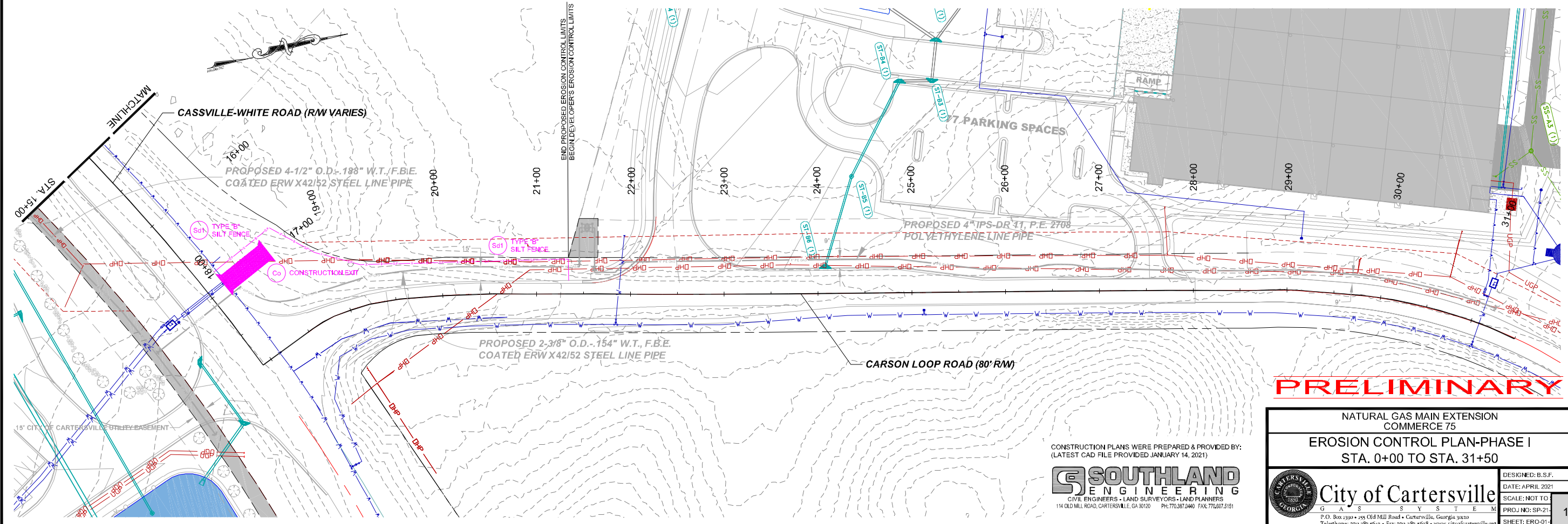
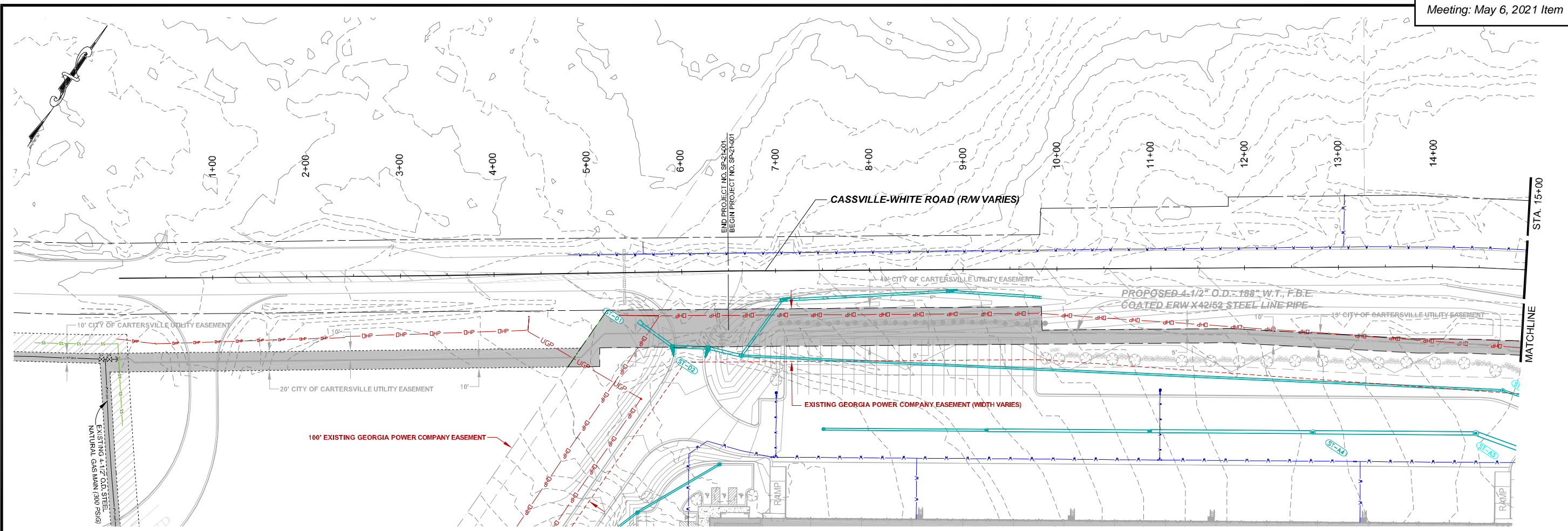
CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:  
(LATEST CAD FILE PROVIDED JANUARY 14, 2021)

**SOUTHLAND ENGINEERING**  
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0460 FAX: 770.607.5151

NATURAL GAS MAIN EXTENSION  
COMMERCE 75  
CONSTRUCTION PLAN  
STA. 0+00 TO STA. 31+00

**City of Cartersville**  
G A S S Y S T E M  
P.O. Box 1390 • 195 Old Mill Road • Cartersville, Georgia 30120  
Telephone: 770-387-4541 • Fax: 770-387-4538 • www.cityofcartersville.org

DESIGNED: B.S.F.  
DATE: APRIL 2021  
SCALE: NOT TO  
PROJ. NO: SP-21-  
SHEET: PLN-01



**PRELIMINARY**

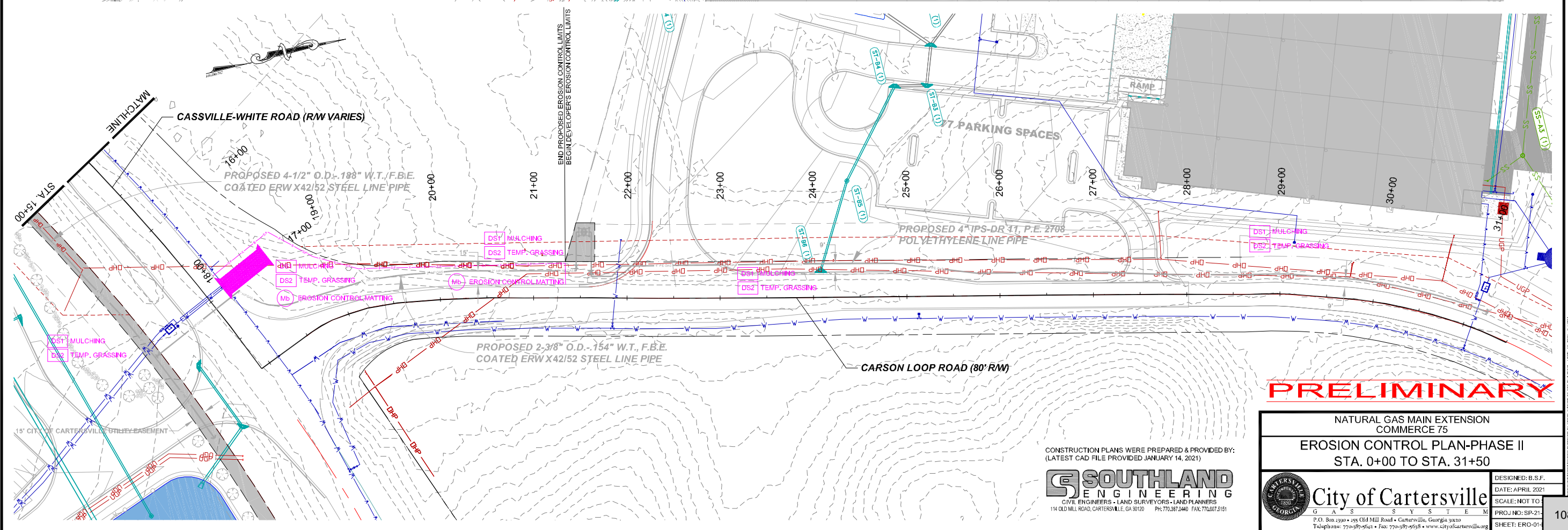
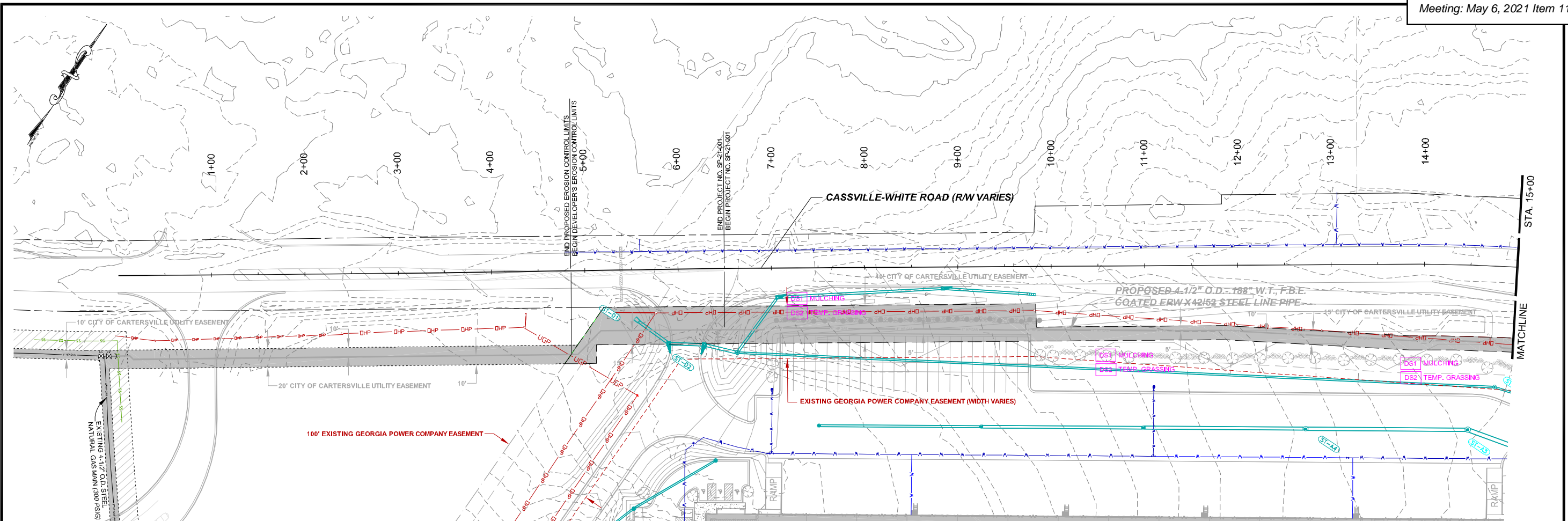
CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:  
(LATEST CAD FILE PROVIDED JANUARY 14, 2021)

**SOUTHLAND ENGINEERING**  
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
 114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0460 FAX: 770.607.5161

NATURAL GAS MAIN EXTENSION  
 COMMERCE 75  
**EROSION CONTROL PLAN-PHASE I**  
 STA. 0+00 TO STA. 31+00

**City of Cartersville**  
 GAS SYSTEM  
 P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120  
 Telephone: 770-387-4541 • Fax: 770-387-4538 • www.cityofcartersville.org

DESIGNED: B.S.F.  
 DATE: APRIL 2021  
 SCALE: NOT TO  
 PROJ NO: SP-21-  
 SHEET: ERO-01-



**PRELIMINARY**

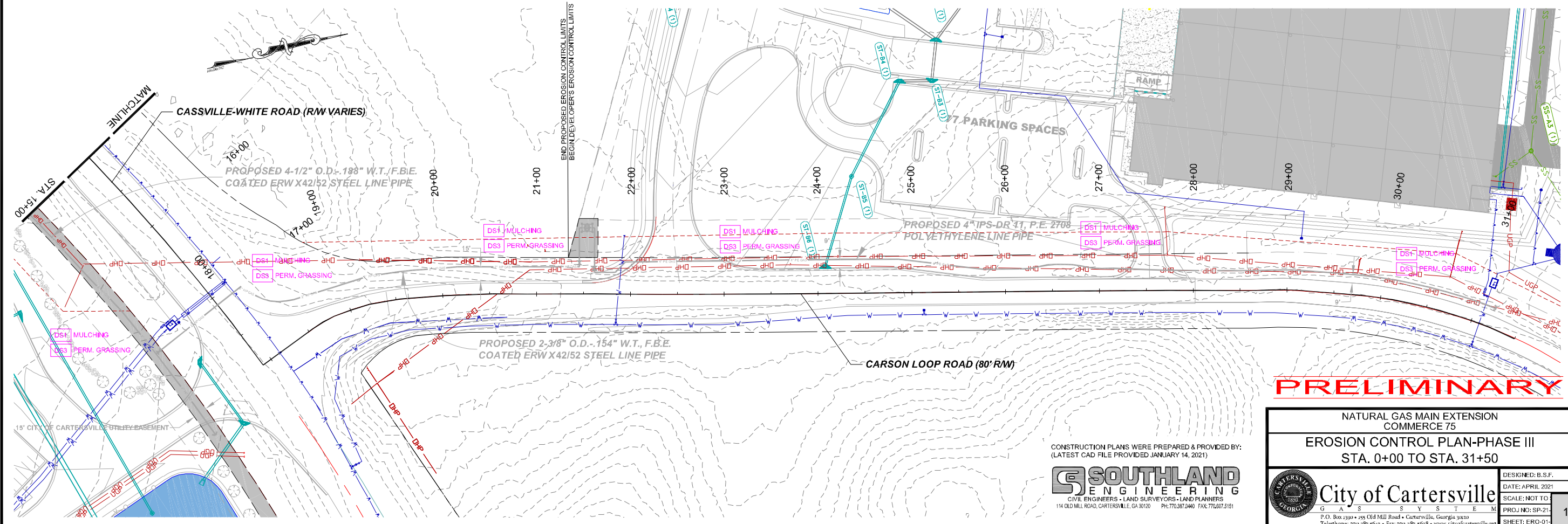
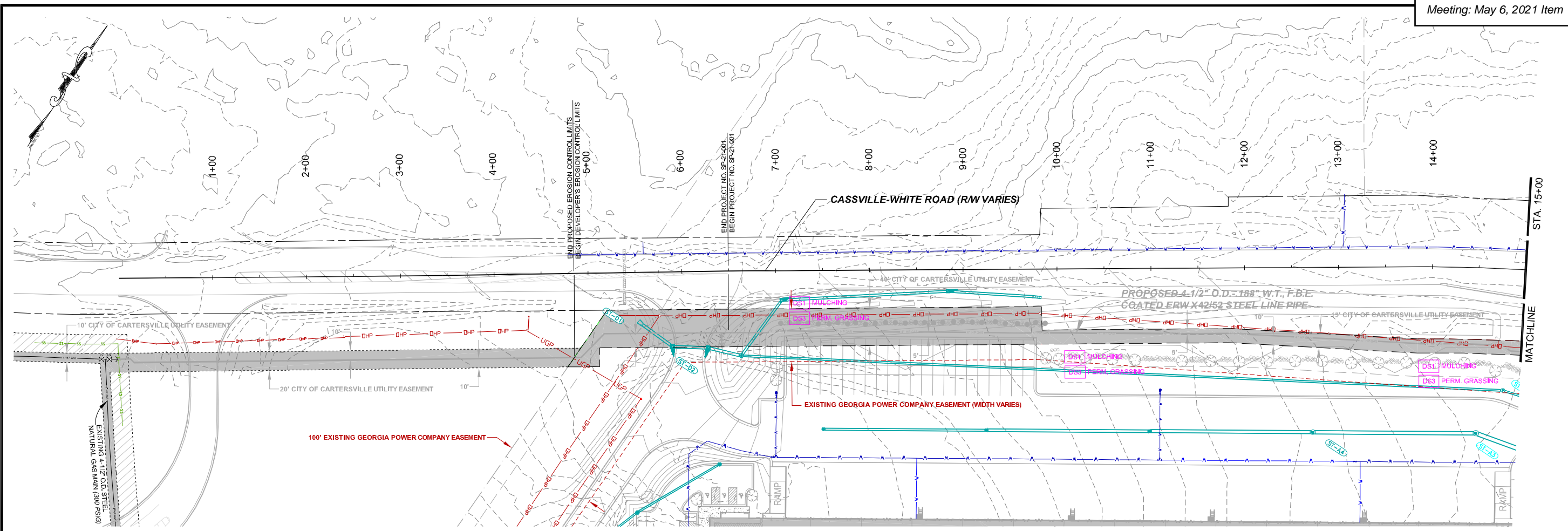
CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:  
(LATEST CAD FILE PROVIDED JANUARY 14, 2021)

**SOUTHLAND**  
ENGINEERING  
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0460 FAX: 770.607.5161

NATURAL GAS MAIN EXTENSION  
COMMERCE 75  
**EROSION CONTROL PLAN-PHASE II**  
STA. 0+00 TO STA. 31+50

**City of Cartersville**  
G A S S Y S T E M  
P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120  
Telephone: 770-387-4541 • Fax: 770-387-4538 • www.cityofcartersville.org

DESIGNED: B.S.F.  
DATE: APRIL 2021  
SCALE: NOT TO  
PROJ NO: SP-21-  
SHEET: ERO-01



**PRELIMINARY**

CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:  
(LATEST CAD FILE PROVIDED JANUARY 14, 2021)

**SOUTHLAND ENGINEERING**  
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
 114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0460 FAX: 770.607.5161

NATURAL GAS MAIN EXTENSION  
 COMMERCE 75  
**EROSION CONTROL PLAN-PHASE III**  
 STA. 0+00 TO STA. 31+50

**City of Cartersville**  
 GAS SYSTEM  
 P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120  
 Telephone: 770-387-4541 • Fax: 770-387-4538 • www.cityofcartersville.org

DESIGNED: B.S.F.  
 DATE: APRIL 2021  
 SCALE: NOT TO  
 PROJ NO: SP-21-  
 SHEET: ERO-01



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Gas System
<b>AGENDA ITEM TITLE:</b>	Extension Agreement: Commerce Centre at 75
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>This is an Extension Agreement for Commerce Centre at 75 to reimburse the City all costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site. Within this main extension project, there exists another agreement for Commerce 75. This Extension Agreement is in the amount of \$46,704.04, whereas the Owner, Core5 Commerce Centre at 75, LLC agrees to reimburse the City all costs associated with this extension. I recommend the City enter into this Agreement with Commerce 75 B1 in the amount of \$46,704.04. This is not a budgeted item.</p>
<b>LEGAL:</b>	This has been approved by the City Attorney.

# Memorandum .....

To: Michael Dickson, Gas System Director

From: Brian Friery, Gas System Engineer

Date: May 10, 2021

**RE:** Extension Agreement  
Natural Gas Main Extension  
Commerce Centre at 75 (formerly known as the KOA property)  
Cartersville Project No. SP-21-001

As you know, existing natural gas facilities are not available to serve the above referenced project site. The Owner of the project, therefore, has agreed to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site. Within this proposed extension, however, exists another proposed project, Commerce 75, who's Owner also requests natural gas service. The Owner of Commerce 75 has also agreed to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site. A single project is proposed by the Gas System, therefore, to extend the existing natural gas facilities to serve both project sites whereas, by two separate Extension Agreements, the Owners have agreed to reimburse the City all the costs associated with the extension of the existing natural gas facilities.

Attached, therefore, is an Extension Agreement in the amount of \$46,704.04 executed by the first project Owner, Core5 Commerce Centre at 75, LLC whereas the Owner agrees to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to their proposed site for their portion of the extension. The City Attorney's office has reviewed and accepted this Agreement. I, therefore, recommend the City enter into this Agreement with Core5 Commerce Centre at 75, LLC in the amount of \$46,704.04.

A similar Extension Agreement between the City and Commerce 75 B1, LLC in the amount of \$107,405.53 for the portion of this extension serving Commerce 75 is also on this Council agenda.

AFTER RECORDING RETURN TO:  
ARCHER & LOVELL PC  
P.O. BOX 1024  
CARTERSVILLE GEORGIA 30120

**EXTENSION AGREEMENT**

This Extension Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter the “**City**”) and **Core5 Commerce Centre at 75, LLC**, a Delaware Limited Liability Company (hereinafter the “**Owner/Developer**”).

**WITNESSETH:**

WHEREAS, **Owner/Developer** desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and the Owner/Developer is the owner of certain property being developed as **Commerce Centre at 75**, (hereinafter the “**Property**”), which is more particularly described in Exhibit “A” attached hereto;

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

WHEREAS, Owner/Developer desires to perform the following services for the City;  
NOW, THEREFORE, the parties do hereby agree as follows:



1. Owner/Developer will perform the following for the City and its inhabitants: provide a minimum of \$46,704.04 (a breakdown of the costs are attached hereto as Exhibit "B") to extend the existing natural gas line in accordance with the plans attached hereto and incorporated herein as Exhibit "C". Additionally, the Owner/Developer shall agree to pay any and all reasonable and customary costs overruns and beyond the estimate attached as Exhibit "B". All of the above costs are based upon the Exhibits. If there are any reasonable and customary adjustments, Owner/Developer is responsible for all costs related to the scope of work referenced within the attached Exhibits.
2. In exchange for Owner/Developer providing the above described funds, the City shall extend the existing natural gas line as shown herein as Exhibit "C".
3. Owner/Developer agrees to pay the above described sum within the following time period, no later than ten (10) days from the date of this agreement, or no later than ten (10) days from the notice of any additional costs associated with the scope of work referenced herein.
4. Owner/Developer shall be required to execute the easement as shown in Exhibit "C" and provide the City an acceptable plat of the easement within twenty (20) days from notice by the City.
5. Owner/Developer shall be responsible for expenses and costs associated with this Agreement and installation of the natural gas line and related appurtenances including, but not limited to, legal fees, closing fees, real estate fees, recording fees, title fees and survey fees.
6. The City maintains the right to contract all work, in whole or in part, that is associated with the extension of the existing natural gas line as shown herein as Exhibit "C".
7. The City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed gas facilities within the relocation under this Agreement provided no further disturbance of such areas are planned within fourteen (14) days of initial disturbance or as required by local jurisdiction.
8. With the exception of Paragraph 7 above, the Owner/Developer agrees to provide, install, maintain and remove any and all erosion and sediment control measures necessary or required to comply with all local, State and Federal erosion and sediment control requirements which may be associated with the construction of the proposed gas facilities within the extension under this Agreement. The Owner/Developer further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 7 above as necessary or required to comply with all local, State and Federal erosion and sediment control requirements after initial application.



- 9. The City has no responsibility and/or liability for any activities and actions of the Owner/Developer.
- 10. Owner/Developer agrees to hold harmless the City against any and all claims, actions or suits against it relating to the Agreement or the performance of services pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City, excluding such claims, actions or suits arising out of the gross negligence or willful misconduct of the City. In addition, Owner and Developer will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of the Agreement or the performance of this Agreement.

11. Notices:

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

If to the Owner/  
Developer:               Core5 Commerce Centre at 75, LLC  
                                  c/o Harry Allen  
                                  1230 Peachtree Street, NE, Suite 3560  
                                  Atlanta, Georgia 30309

**\*\*\*SIGNATORIES APPEAR ON NEXT PAGE\*\*\***

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

Signed, sealed, and delivered in the presence of:

**CITY OF CARTERSVILLE, GEORGIA**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Mathew Santini, Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (SEAL)  
Julia Drake, City Clerk

(NOTARIAL SEAL)

Signed, sealed, and delivered in the presence of:

**CORE5 COMMERCE CENTRE AT 75, LLC**

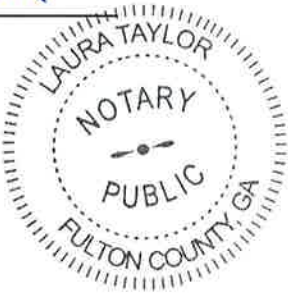
\_\_\_\_\_  
Witness

By: Linda D Booker (SEAL)

Laura Taylor  
Notary Public

Its: Linda D. Booker (SEAL)  
Secretary & Chief Financial Officer

(NOTARIAL SEAL)



Meeting: May 6, 2021 Item 12.

After recording, please return to:  
Sheldon E. Friedman, Esquire  
Friedman, Dever & Merlin, LLC  
5555 Glenridge Connector, NE, Suite 925  
Atlanta, Georgia 30342

Tax Parcel 0069-0155-002

**STATE OF GEORGIA**

**COUNTY OF BARTOW**

**LIMITED WARRANTY DEED**

**THIS LIMITED WARRANTY DEED** (this "Deed") is made as of the 9 day of February, 2021, by and between **CASS-WHITE ASSOCIATES, LP**, a Georgia limited partnership ("**Grantor**") and **CORE5 COMMERCE CENTRE AT 75, LLC**, a Delaware limited liability company ("**Grantee**") (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits).

**WITNESSETH:**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm, unto Grantee and the successors, legal representatives and assigns of Grantee,

Those certain tracts or parcels of land described on **Exhibit "A"** attached hereto and by this reference made a part hereof

(hereinafter called the "**Property**"), subject to the matters described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Permitted Exceptions**").

**TO HAVE AND TO HOLD** the Property, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, in fee simple; and

**GRANTOR SHALL WARRANT** and forever defend the right and title to the Property unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons claiming by, through or under Grantor, but not otherwise.

**IN WITNESS WHEREOF**, Grantor has caused this Deed to be executed by its duly authorized representative as of the day, month and year first written above.

**GRANTOR:**

Signed, sealed, and delivered this 8<sup>th</sup> day of February, 2021 in the presence of:

**CASS-WHITE ASSOCIATES, LP**, a Georgia limited partnership

Shelley Friedman  
Unofficial Witness

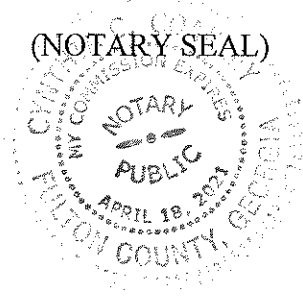
By: [Signature]  
Jay Tinter, Managing General Partner

Cynthia C. Coakley  
Notary Public

(COMPANY SEAL)

My Commission Expires:

(NOTARY SEAL)



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL 1: THAT CERTAIN 22.60 ACRES, MORE OR LESS, LYING AND BEING IN LAND LOT 155 OF THE 5<sup>TH</sup> DISTRICT AND 3<sup>RD</sup> SECTION OF BARTOW COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT A TWO-INCH IRON PIPE LOCATED WHERE THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD INTERSECTS WITH THE WEST RIGHT OF WAY OF A 100 FOOT GEORGIA POWER COMPANY EASEMENT IN SAID LAND LOT, DISTRICT AND SECTION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PROPERTY OF FIRST PARTIES AS SHOWN BY A PLAT DATED AUGUST 10, 1988, PREPARED BY TOMMY M. KUYKENDALL, GEORGIA REGISTERED LAND SURVEYOR FOR CASS-WHITE ASSOCIATES LIMITED; THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST 200.00 FEET TO A POINT, AND THE TRUE POINT OF BEGINNING; AND FROM SAID TRUE POINT OF BEGINNING THENCE DUE EAST 1,000 FEET TO A POINT; THENCE NORTH APPROXIMATELY 30 DEGREES WEST ON A LINE LYING BETWEEN THE PUMP HOUSE, POOL, OFFICE AND PAVILION ON THE EAST, AND THE SHED AND RESIDENCE DWELLING OF FIRST PARTIES ON THE WEST, TO A POINT ON THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD WHICH LIES 66 FEET, MORE OR LESS, NORTHEAST OF A CONCRETE RIGHT OF WAY MARKER AS MEASURED ALONG THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD; THENCE NORTHEASTERLY ALONG THE ARC OF THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD 235.2 FEET, MORE OR LESS, TO A RIGHT OF WAY MARKER, WHICH RIGHT OF WAY MARKER IS LOCATED 696.92 FEET NORTH 47 DEGREES 47 MINUTES 60 SECONDS EAST OF THE RIGHT OF WAY MARKER WHICH IS 66 FEET SOUTHWEST OF THE PREVIOUS POINT; THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 1,318.92 FEET TO A TWO-INCH IRON PIPE; THENCE SOUTH 88 DEGREES 32 MINUTES 30 SECONDS WEST 1,367.41 FEET TO A BOLT; THENCE NORTH 00 DEGREES 05 MINUTES 30 SECONDS WEST 400.82 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 155 OF THE 5<sup>TH</sup> DISTRICT AND 3<sup>RD</sup> SECTION OF BARTOW COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A TWO-INCH IRON PIPE LOCATED WHERE THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD INTERSECTS WITH THE WEST RIGHT OF WAY OF A 100 FOOT GEORGIA POWER COMPANY EASEMENT, AND ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN 31.60 ACRES OWNED BY FIRST PARTIES IN SAID LAND LOT 155; THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF PROPERTY OF FIRST PARTIES AND ALONG THE WEST RIGHT OF WAY OF SAID GEORGIA POWER COMPANY EASEMENT 200 FEET TO A POINT; THENCE DUE EAST 1,000 FEET TO A POINT; THENCE NORTH APPROXIMATELY 30 DEGREES

WEST, ON A LINE WHICH LIES BETWEEN THE PUMP HOUSE, POOL, OFFICE AND PAVILION ON THE EAST, AND THE SHED AND HOME OF FIRST PARTIES ON THE WEST, 700 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD; THENCE SOUTHWESTERLY ALONG THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD 66 FEET, MORE OR LESS, TO A CONCRETE RIGHT OF WAY MARKER; THENCE SOUTH 58 DEGREES 25 MINUTES WEST ALONG SAID RIGHT OF WAY 200.43 FEET TO A RIGHT OF WAY MARKER; THENCE SOUTH 54 DEGREES 50 MINUTES WEST ALONG SAID RIGHT OF WAY 200.47 FEET TO A RIGHT OF WAY MARKER; THENCE NORTH 36 DEGREES 26 MINUTES 20 SECONDS WEST ALONG SAID RIGHT OF WAY 25.03 FEET TO A RIGHT OF WAY MARKER; THENCE SOUTH 54 DEGREES 48 MINUTES 30 SECONDS WEST ALONG SAID RIGHT OF WAY 462.90 FEET TO A TWO-INCH IRON PIPE AND THE POINT OF BEGINNING.

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.
2. Easements as conveyed in Right-of-Way Deed from J. A. Carson et al to Bartow County, a political subdivision of the State of Georgia, dated May 20, 1958, filed for record May 27, 1958 and recorded in Deed Book 113, Page 273, Bartow County, Georgia records; as assigned by that certain indenture from County of Bartow to Georgia Rural Roads Authority, dated May 20, 1958, filed for record May 27, 1958, and recorded in Deed Book 113, Page 274, aforesaid records.
3. Easements as conveyed in that certain Warranty Deed from W. L. Pickard and G. W. Pickard to Irving Levent, his heirs and assigns, dated January 20, 1971, filed for record June 5, 1971, and recorded in Deed Book 189, Page 103, aforesaid records.
4. Easement for Right-of-Way from Fred R. Gould, II and Linda L. Gould to Georgia Power Company, a Georgia corporation, dated May 12, 1988, filed for record May 19, 1988, and recorded in Deed Book 575, Page 315, aforesaid records; and the current approximate located of said easement is shown on the Survey (as hereinafter defined).
5. ALTA/NSPS Land Title Survey prepared by Kevin N. Cooney, Georgia Registered Land Surveyor No. 2980 of Southland Engineering, dated November 12, 2020 and last revised January 29, 2021, designated as Job No. 20099-13 (the "Survey"), reveals the following:
  - (A) gravel drive located in the northwest corner of the subject property and crossing property adjacent to the west now or formerly owned by Development Authority of Bartow County, providing access to Cass-White Road without an identified easement;
  - (B) overhead power lines, power poles, guy wires, and underground power lines located throughout the subject property without identified easements;
  - (C) clean outs located throughout the subject property;
  - (D) telephone line located in the northeastern portion of the subject property without an identified easement; and
  - (E) septic systems located throughout the subject property.



### ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> <sup>1</sup>	<u>ESTIMATED TOTAL AMOUNT</u>
<b>Contractor Labor Costs:</b>					
1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	480	L.F.	\$21.00	\$10,080.00
2.	4-1/2" O.D.-.237" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe	190	L.F.	\$22.14	\$4,206.60
3.	2-3/8" O.D.-.154" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	10	L.F.	\$14.00	\$140.00
4.	2" Line Valve Assembly, ANSI Class 300, 740# W.P.	1	Ea.	\$500.00	\$500.00
5.	4" Bore ( <i>Bore Only</i> )	190	L.F.	\$30.00	\$5,700.00
6.	Connection to Existing 4" Steel	1	Ea.	\$700.00	\$700.00
7.	Clearing and Grubbing	0.16	Ac	\$15,000.00	\$2,341.60
8.	Construction Exit	1	Ea.	\$1,200.00	\$1,200.00
9.	Silt Fence-Type B	925	L.F.	\$3.00	\$2,775.00
10.	Temporary Grassing	3,800	S.Y.	\$1.00	\$3,800.00
11.	Permanent Grassing	3,800	S.Y.	\$1.00	\$3,800.00
12.	Solid Rock Excavation	10	C.Y.	\$85.00	<u>\$850.00</u>
<b>ESTIMATED CONTRACTOR LABOR COST</b>					<b>\$36,093.20</b>

**ENGINEER'S ESTIMATE**

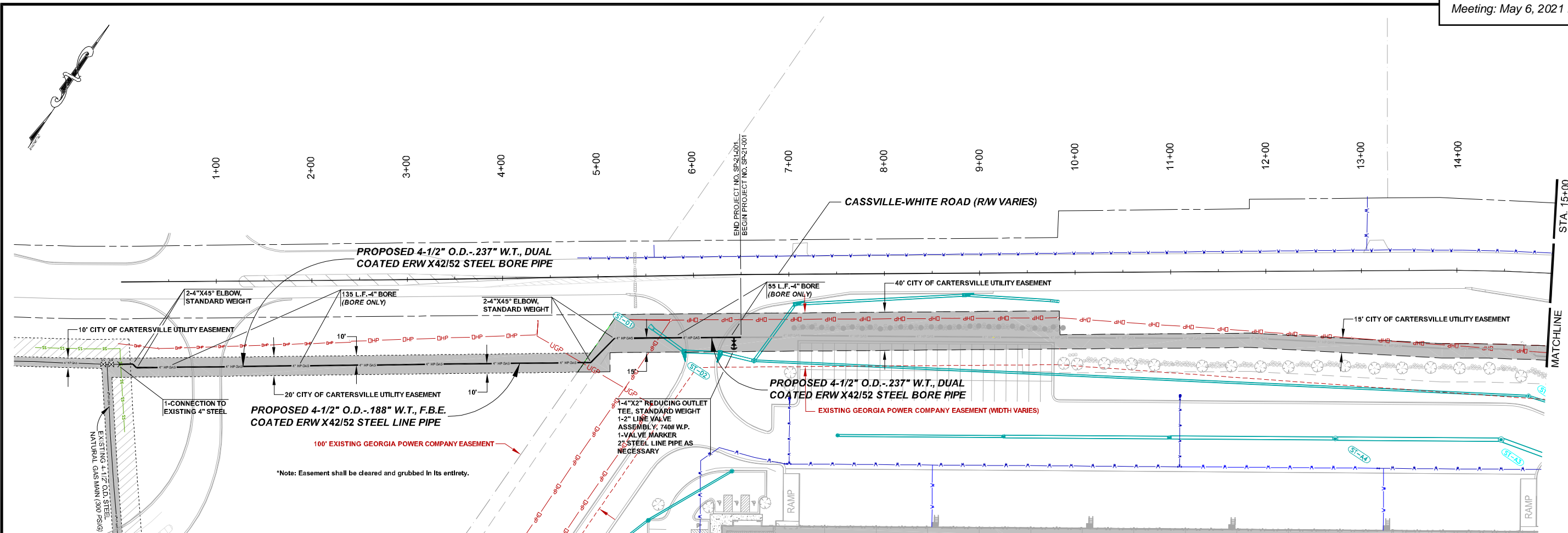
<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> <sup>1</sup>	<u>ESTIMATED TOTAL AMOUNT</u>
<b>Material Costs:</b>					
1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	480	L.F.	\$9.75	\$4,680.00
2.	4-1/2" O.D.-.237" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe	190	L.F.	\$16.65	\$3,163.50
3.	2-3/8" O.D.-.154" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	10	L.F.	\$5.95	\$59.50
4.	2" Line Valve Assembly, ANSI Class 300, 740# W.P.	1	Ea.	\$265.00	\$265.00
5.	4"x45° Elbow, Standard Weight	4	Ea.	\$29.29	\$117.16
6.	4"x2" Reducing Outlet Tee, Standard Weight	1	Ea.	\$60.50	\$60.50
7.	2" End Cap, Standard Weight	1	Ea.	\$12.93	\$12.93
8.	Valve Marker	1	Ea.	\$21.00	\$21.00
9.	Construction Exit	1	Ea.	\$100.00	\$100.00
10.	Silt Fence-Type B	925	L.F.	\$0.25	\$231.25
11.	Temporary Grassing	3,800	S.Y.	\$0.25	\$950.00
12.	Permanent Grassing	3,800	S.Y.	\$0.25	<u>\$950.00</u>
<b>TOTAL ESTIMATED MATERIAL COST</b>					<b>\$10,610.84</b>

ENGINEER'S ESTIMATE

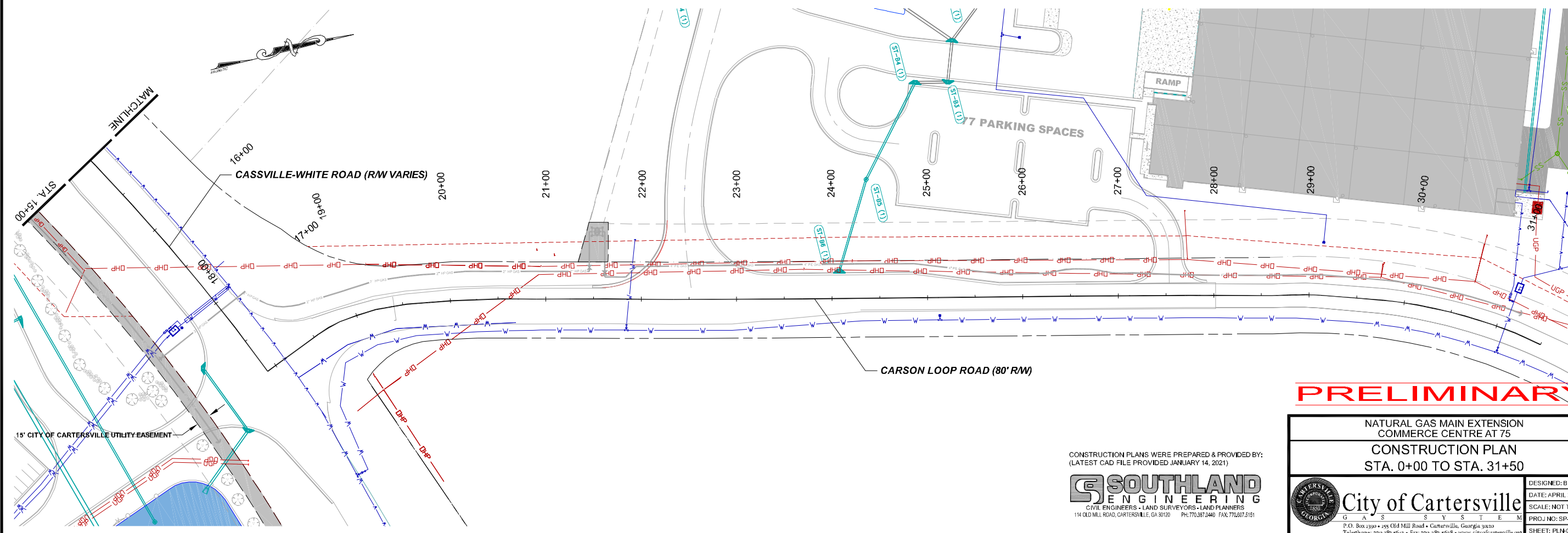
<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE<sup>1</sup></u>	<u>ESTIMATED TOTAL AMOUNT</u>
					<b>TOTAL ESTIMATED LABOR COST</b>
					<b>\$36,093.20</b>
					<b>TOTAL ESTIMATED PROJECT COST</b>
					<b>\$46,704.04</b>

<sup>1</sup> Estimated unit prices of contractor labor costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus 100% adjustment for inflation.

Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated April 5, 2021.



\*Note: Easement shall be cleared and grubbed in its entirety.



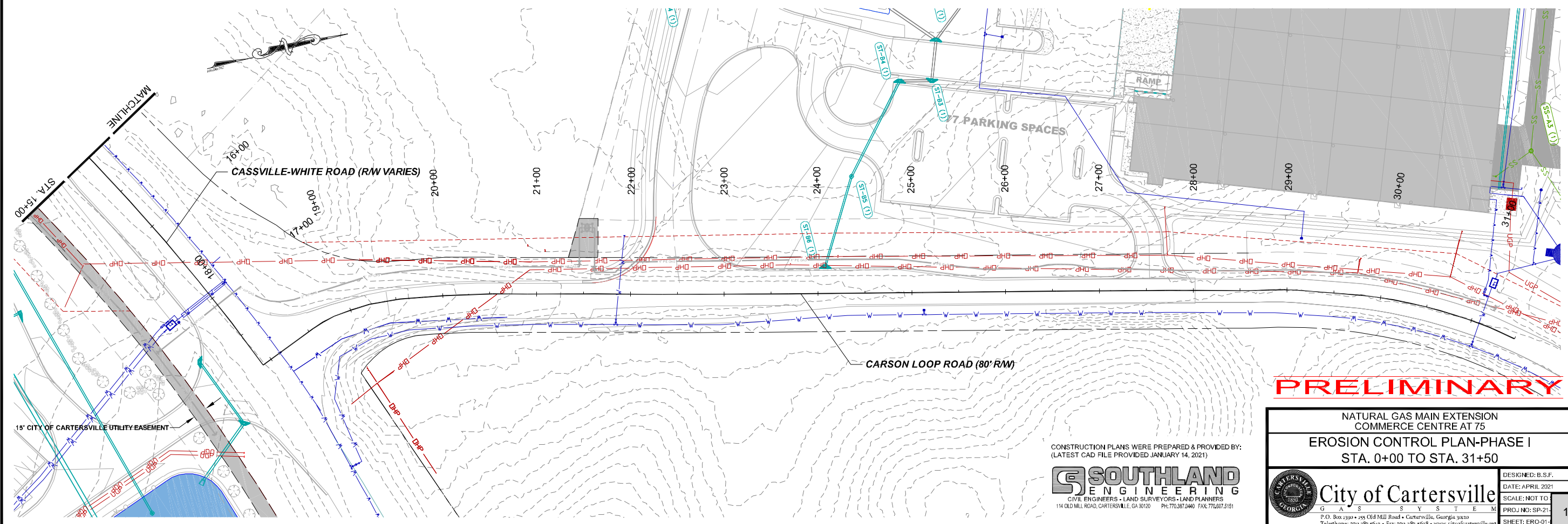
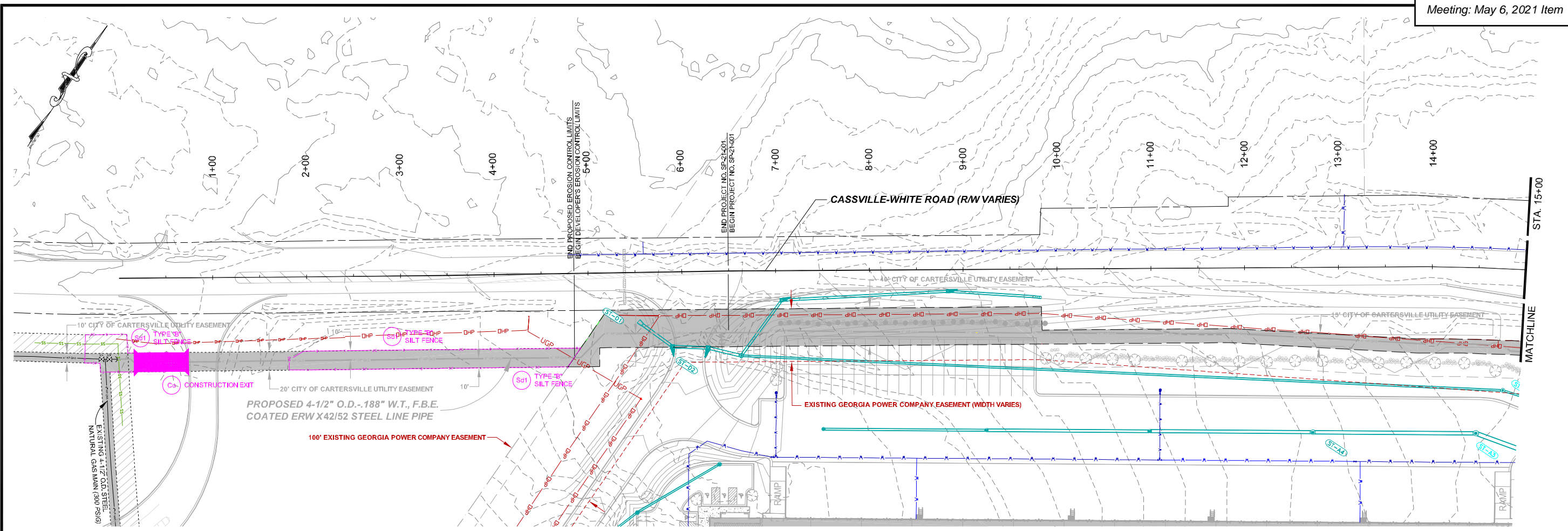
**PRELIMINARY**

CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:  
(LATEST CAD FILE PROVIDED JANUARY 14, 2021)



NATURAL GAS MAIN EXTENSION  
COMMERCE CENTRE AT 75  
CONSTRUCTION PLAN  
STA. 0+00 TO STA. 31+00

<p>City of Cartersville G A S S Y S T E M P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120 Telephone: 770-387-9541 • Fax: 770-387-4958 • www.cityofcartersville.org</p>	DESIGNED: B.S.F.
	DATE: APRIL 2021
	SCALE: NOT TO
	PROJ. NO: SP-21- SHEET: PLN-01



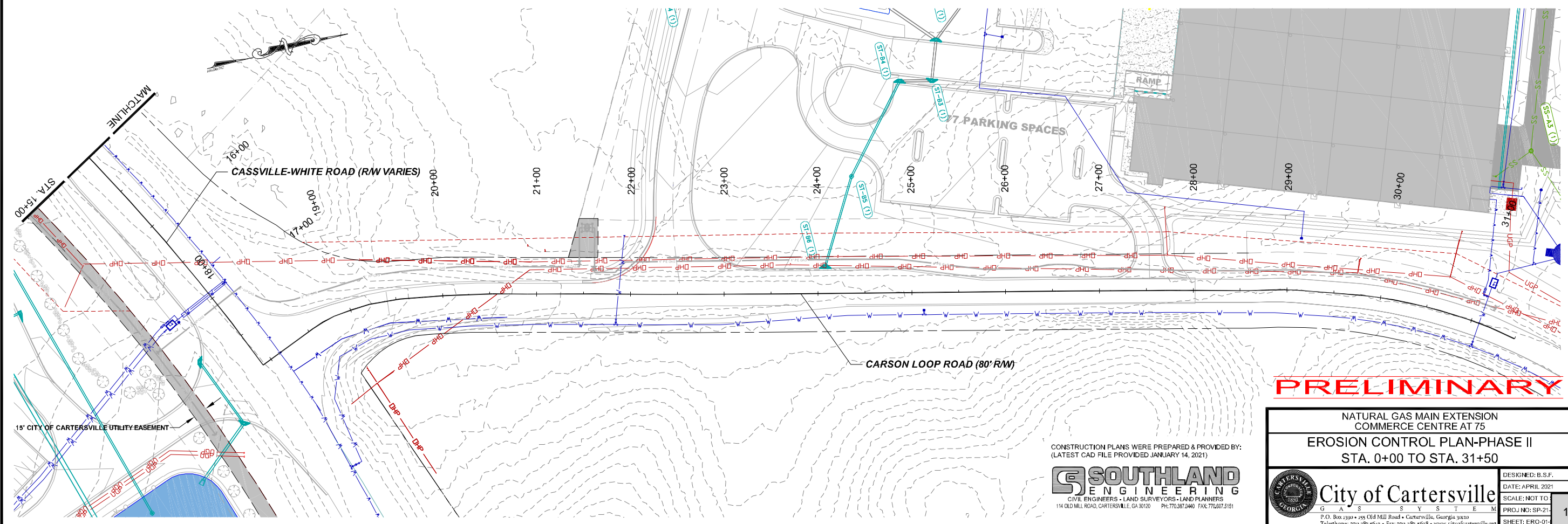
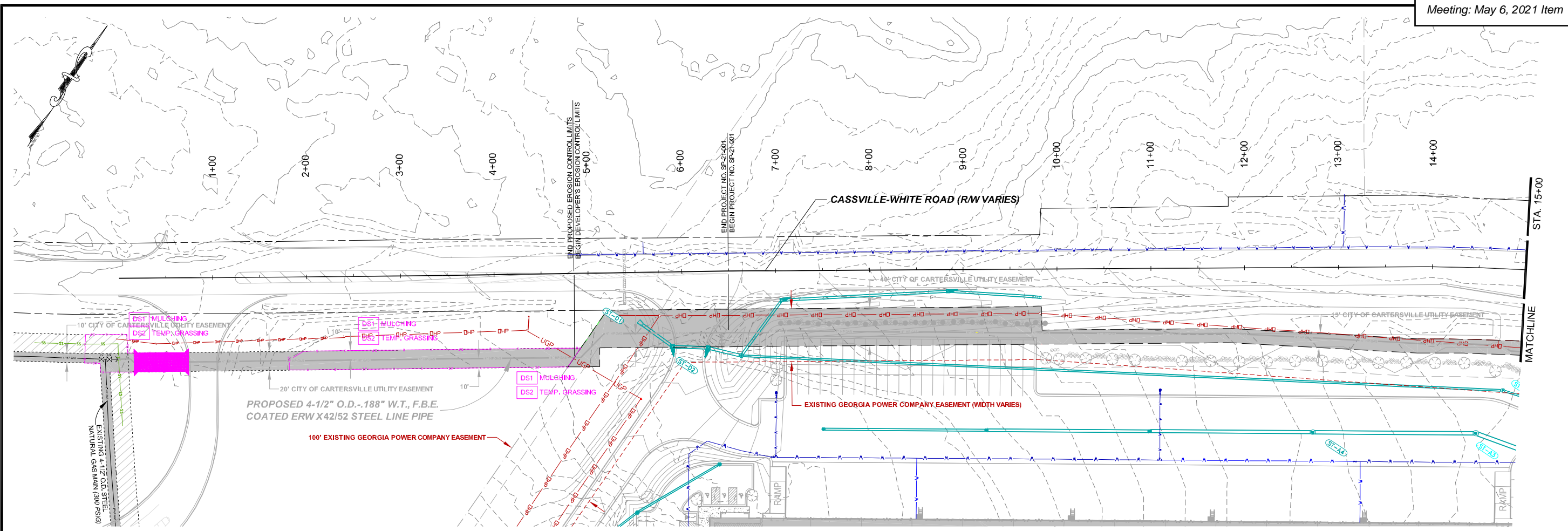
**PRELIMINARY**

CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:  
(LATEST CAD FILE PROVIDED JANUARY 14, 2021)



NATURAL GAS MAIN EXTENSION  
COMMERCE CENTRE AT 75  
EROSION CONTROL PLAN-PHASE I  
STA. 0+00 TO STA. 31+50

<p><b>City of Cartersville</b> G A S S Y S T E M P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120 Telephone: 770-387-4541 • Fax: 770-387-4538 • www.cityofcartersville.org</p>	DESIGNED: B.S.F.
	DATE: APRIL 2021
	SCALE: NOT TO
	PROJ NO: SP-21- SHEET: ERO-01-



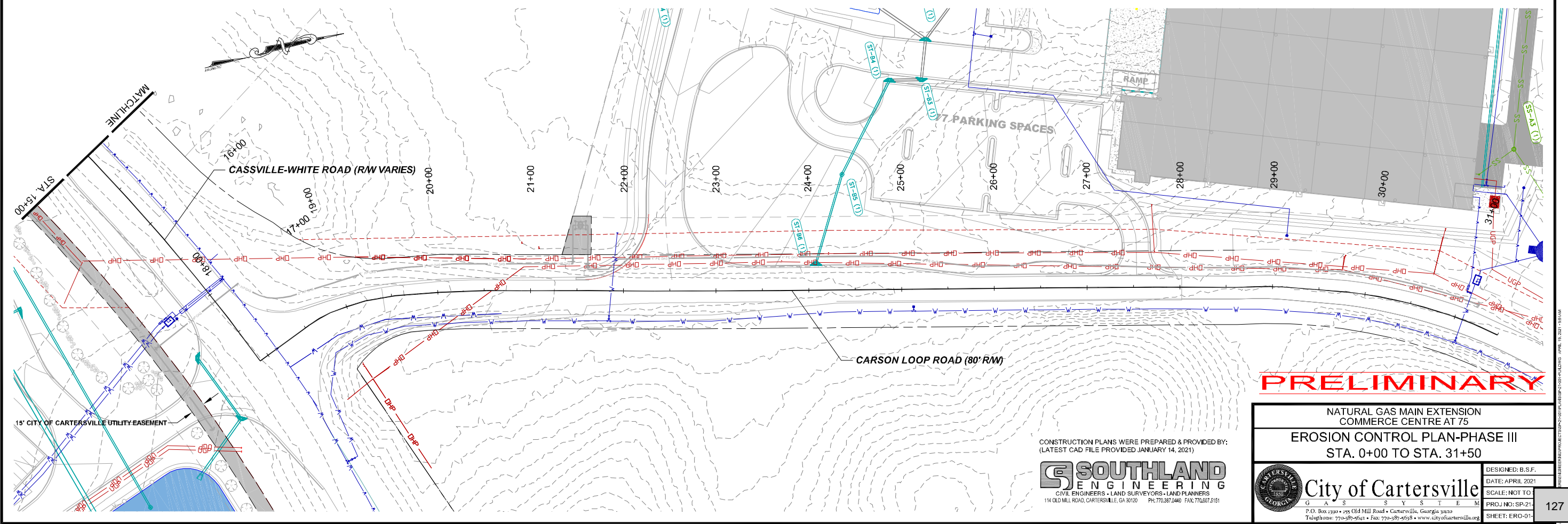
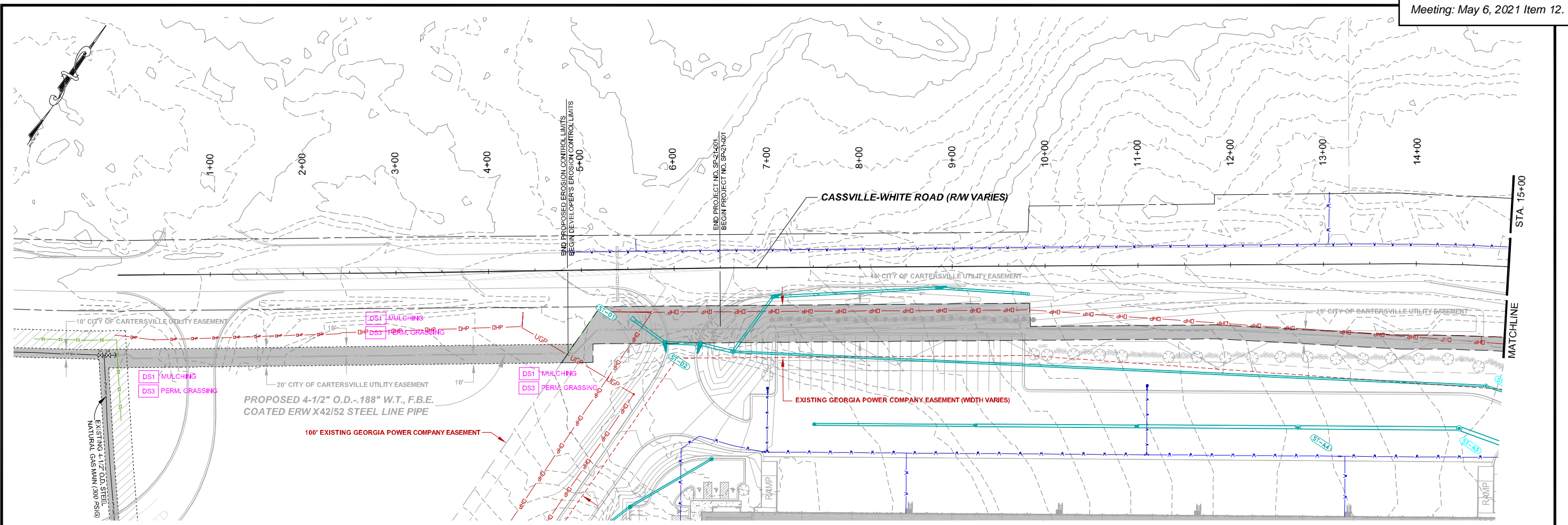
**PRELIMINARY**

CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:  
(LATEST CAD FILE PROVIDED JANUARY 14, 2021)



NATURAL GAS MAIN EXTENSION  
 COMMERCE CENTRE AT 75  
 EROSION CONTROL PLAN-PHASE II  
 STA. 0+00 TO STA. 31+50

<p><b>City of Cartersville</b>        GAS SYSTEM        P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120        Telephone: 770-387-9541 • Fax: 770-387-4598 • www.cityofcartersville.org</p>	DESIGNED: B.S.F.
	DATE: APRIL 2021
	SCALE: NOT TO
	PROJ NO: SP-21- SHEET: ERO-01





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Gas System
<b>AGENDA ITEM TITLE:</b>	Highland 75 Phase II
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Bid proposals were requested for the 6" steel pipe for the above project. Consolidated Pipe & Supply was the only proposal received out of the three that were sent out with a total bid of \$20,212.50. The labor and material costs associated with this project are reimbursable by the Bartow-Cartersville Joint Development Authority. I recommend approval of this item. This is not a budgeted item because it is reimbursable.
<b>LEGAL:</b>	N/A



# Memorandum .....

To: Michael Dickson, Gas System Director

From: Brian Friery, Gas System Engineer

Date: May 6, 2021

**RE:** Natural Gas Main Extension  
Highland 75 Phase II  
Cartersville Project No. CP-06-008-II

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As you know, bid proposals were requested to provide the 6" steel line pipe for the above referenced project. Of the three requests for bid proposals, only one bid proposal was received in the total amount of \$20,212.50 from Consolidated Pipe & Supply Company, Inc. of Lawrenceville, Georgia. Attached is a copy of the bid received. As you further know, the labor and materials associated with this project are reimbursable by the Joint Development Authority (JDA) with proceeds available from a past bond issuance.

Consolidated Pipe & Supply Company, Inc. of Lawrenceville, Georgia has satisfactorily provided materials for the Gas System numerous times in the past and is fully capable of satisfactorily providing this material. I, therefore, recommend the City award this bid proposal to Consolidated Pipe & Supply Company, Inc. of Lawrenceville, Georgia in the total amount of \$20,212.50.

**MATERIAL BID PROPOSAL**

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

**SEE ATTCHED SHEET**

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	6 5/8"	O.D. .219" W.T., F.B.E. Coated, ERW X42/52 Steel Line Pipe Cartersville # 315014	825	LF	\$ <u>24.50</u> Numerals <i>Twenty Four Dollars + Fifty Cents</i> Words (Unit Price Only)	\$ <u>20,212.50</u> Numerals	<u>2-3 weeks</u> Calendar Days
TOTAL BID \$					<u>20,212.50</u> Numerals		

QUOTE VALID 5-11-21

**BID PROPOSAL SUBMITTED BY:**

OPS  
Name of Supplier

Paul Root  
Name of Preparer

4-27-21  
Date

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Gas System
<b>AGENDA ITEM TITLE:</b>	Northwest 75 Logistics Center Turn Lane Conflict Main Relocation
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Bid proposals were requested for the 8" steel pipe needed for the above project. Consolidated Pipe & Supply was the only proposal received out of the three that were sent out. Their total bid is \$27,492.00. The labor and material costs associated with this project are reimbursable by an agreement between the City and the Developer receiving prior Council approval. That agreement only covers part of the project (see detailed memo attached), and part would be reimbursed by the Joint Development Authority (see detailed memo attached). I recommend approval of this item. This is not a budgeted item because it is reimbursable.
<b>LEGAL:</b>	N/A

# Memorandum .....

To: Michael Dickson, Assistant Director  
From: Brian Friery, Gas System Engineer  
Date: May 6, 2021  
**RE:** Natural Gas Main Relocation  
Northwest 75 Logistics Center  
Turn Lane Conflict  
Cartersville Project No. SP-21-003

As you know, bid proposals were requested to provide the 8" steel line pipe for the above referenced project. Of the three requests for bid proposals, only one bid proposal was received in the total amount of \$27,492.00 from Consolidated Pipe & Supply Company, Inc. of Lawrenceville, Georgia. Attached is a copy of the bid received. As you further know, the labor and materials associated with this project are reimbursable by a Relocation Agreement between the City and the Developer receiving prior Council approval, however, the Agreement only reimburses the relocation costs associated with the existing 4" HP steel main in like kind. Since this relocation will be located outside of the proposed construction limits of the proposed Cassville-White Road widening by the County, it was determined that the existing 4" HP steel main would be relocated with an 8" HP steel main which would become part of the overall Highland 75/Toyo Tire Expansion project. The price difference between the 4" steel line pipe and the 8" steel line pipe or \$14,355.00 would, therefore, be reimbursable by the Joint Development Authority (JDA) with proceeds available from a past bond issuance. The remaining \$13,137.00 would be reimbursed by the Developer in accordance with the Relocation Agreement.

Consolidated Pipe & Supply Company, Inc. of Lawrenceville, Georgia has satisfactorily provided materials for the Gas System numerous times in the past and is fully capable of satisfactorily providing this material. I, therefore, recommend the City award this bid proposal to Consolidated Pipe & Supply Company, Inc. of Lawrenceville, Georgia in the total amount of \$27,492.00.

SP-21-003

**MATERIAL BID PROPOSAL**

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

**SEE ATTCHED SHEET**

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	8 5/8"	O.D. .219" W.T., F.B.E. Coated, ERW X42/52 Steel Line Pipe Cartersville # 315014	870	LF	\$ <u>31.60</u> Numerals <u>Thirty One Dollars + Sixty Cents &amp; 10/100</u> Words (Unit Price Only)	\$ <u>27,492.00</u> Numerals	<u>2-3 weeks</u> Calendar Days
TOTAL BID \$					<u>27,492.00</u> Numerals		

QUOTE VALID 5-11-21

**BID PROPOSAL SUBMITTED BY:**

CS  
Name of Supplier

Paul Bot  
Name of Preparer

4-27-21  
Date

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	FiberCom
<b>AGENDA ITEM TITLE:</b>	Crowdstrike Annual Support Renewal
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This item is a budgeted annual renewal for Crowdstrike Falcon Complete, which is a cloud delivered software that protects our computers from viruses and malicious actors. The total amount is \$62,188 from CDWG and it is recommended for your approval.
<b>LEGAL:</b>	N/A

# QUOTE CONFIRMATION



**DEAR STEVEN GRIER,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.


QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
<b>MBHX368</b>	<b>4/6/2021</b>	<b>CROWDSTRIKE 6/26/2021 - 2022</b>	<b>11372497</b>	<b>\$62,188.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">CROWDSTRIKE FALCON COMP+THREAT GRAPH</a> Mfg. Part#: CS.FCSD.SOLN.T1.12M Electronic distribution - NO MEDIA Contract: MARKET	350	6040952	\$177.68	\$62,188.00
<a href="#">CROWDSTRIKE INSIGHT</a> Mfg. Part#: CS.INSIGHTB.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427068	\$0.00	\$0.00
<a href="#">CROWDSTRIKE PREVENT</a> Mfg. Part#: CS.PREVENTB.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427072	\$0.00	\$0.00
<a href="#">CROWDSTRIKE FALCON COMPLETE</a> Mfg. Part#: CS.FALCOMPS.SVC.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5400119	\$0.00	\$0.00
<a href="#">CROWDSTRIKE OVERWATCH</a> Mfg. Part#: CS.OWB.SVC.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427082	\$0.00	\$0.00
<a href="#">CROWDSTRIKE DISCOVER</a> Mfg. Part#: CS.DISCB.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5427074	\$0.00	\$0.00
<a href="#">CROWDSTRIKE THREAT GRAPH STD</a> Mfg. Part#: CS.TGB.STD.12M Electronic distribution - NO MEDIA Contract: MARKET	350	5400122	\$0.00	\$0.00
<a href="#">CROWDSTRIKE UNIV LMS SUB</a> Mfg. Part#: RR.PSO.ENT.PASS.12M Electronic distribution - NO MEDIA Contract: MARKET	2	5744579	\$0.00	\$0.00

Meeting: May 6, 2021 Item 15.

<b>PURCHASER BILLING INFO</b>		<b>SUBTOTAL</b>	
<b>Billing Address:</b> CITY OF CARTERSVILLE ACCTS PAYABLE 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 <b>Phone:</b> (770) 387-5621 <b>Payment Terms:</b> VISA		<b>SHIPPING</b>	\$0.00
		<b>SALES TAX</b>	\$0.00
		<b>GRAND TOTAL</b>	<b>\$62,188.00</b>
		<b>DELIVER TO</b>	
<b>Shipping Address:</b> CITY OF CARTERSVILLE STEVEN GRIER 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 <b>Phone:</b> (770) 387-5621 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION		<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	<b>Adam Bruno</b>		(877) 325-6613		adabrun@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager  
 © 2021 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Travelers Insurance Deductible Reimbursement
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	A city employee was involved in an auto accident with another individual and our insurance company, Travelers, has submitted an invoice for reimbursement of deductible. The current amount due is \$23,981.08 and is recommended for your approval. This is a budgeted item and will be paid from the property and casualty insurance fund.
<b>LEGAL:</b>	N/A

## DEDUCTIBLE / SELF-INSURED INVOICE

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
1H538911-810	5001C3085	04/30/2021	000595023	05/15/2021	23,981.08

**MAIL PAYMENT TO:**  
 TRAVELERS  
 13607 COLLECTIONS CENTER DRIVE  
 CHICAGO, IL 60693

**PAYER:**  
 CITY OF CARTERSVILLE  
 P.O. BOX 1390  
 CARTERSVILLE GA 30120

RETURN THIS PORTION WITH YOUR CHECK MADE PAYABLE TO TRAVELERS.  
 PLEASE WRITE THE POLICY & ACCOUNT NUMBER ON YOUR CHECK.

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
1H538911-810	5001C3085	04/30/2021	000595023	05/15/2021	23,981.08

**CURRENT CHARGES**

**CLAIM#:** FNU1226      **DATE OF LOSS:** 09/06/2020  
**DESCRIPTION:** CVD MA RODRIGUEZ CORTEZ. ID BRANDON COLE WAS IN  
 PURSUIT, HE ATTEMPTED

**CLAIMANT:** MA D RODRIGUEZ-CORTEZ

LOSS 23,981.08  
**CLAIM TOTAL 23,981.08**

**TOTAL CLAIM(S) DUE**

**\$23,981.08**

**ACCOUNT SUMMARY**

CURRENT CHARGES	23,981.08
PAST DUE CHARGES	0.00
UNAPPLIED PAYMENTS	0.00
<b>TOTAL DUE</b>	<b>23,981.08</b>
DISPUTED ITEMS	0.00
ACCOUNT BALANCE	23,981.08

INSURED NAME: CITY OF CARTERSVILLE  
 AGENT NAME: APEX INS AGENCY LLC  
 AGENT PHONE: (770) 441-1888

CONTACT YOUR AGENT LISTED ABOVE IF YOU HAVE QUESTIONS RELATED TO YOUR POLICY OR COVERAGE.

FOR BILLING QUESTIONS, PLEASE CONTACT YOUR ACCOUNTING SPECIALIST  
 ROSA TORRES AT 1-860-277-3284 OR EMAIL RTORRES@TRAVELERS.COM



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Water Department
<b>AGENDA ITEM TITLE:</b>	Fairview Tank Exterior Painting
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The water storage tank on Fairview Street is a 5 million-gallon, steel tank built in 1969. The existing surface paint was applied in 2000 over the top of the older base coat. The coating is beginning to delaminate near the bottom of the tank and is corroded through over much of the tank surface.</p> <p>Due to the presence of lead in the older base coatings, bids were solicited from companies with experience removing and disposing of lead-based paint, in addition to applying a new AWWA approved coating system. Bids received were as follows:</p> <p>Utility Service Co., Inc. - \$546,200.00  Classic Protective Coatings - \$724,950.00  Southern Road &amp; Bridge - \$934,000.00  E&amp;D Contracting Services, Inc. - \$2,783,810.00</p> <p>The low bid of \$546,200.00 by Utility Service Co., Inc. is recommended for your approval.</p> <p>This is a budgeted, bond funded project to be paid from account 505-3320-54-3401.</p>
<b>LEGAL:</b>	N/A

# WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN  
PETER JOHNS  
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE  
SUITE 430  
NORCROSS, GEORGIA 30071

PETER SNYDER  
HAROLD WIEDEMAN

131 EAST MAIN STREET  
SUITE 300  
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

May 6, 2021

Mr. J. Sidney Forsyth  
Director – Cartersville Water Department  
City of Cartersville  
P.O. Box 1390  
148 Walnut Grove Road  
Cartersville, GA 30120

Re: Fairview Tank Exterior Painting  
City of Cartersville, GA  
W&S Project #027-20-140

Dear Mr. J. Sidney Forsyth:

Bids were received, opened, and read in public on April 29, 2021, for the Fairview Tank Exterior Painting project for the City of Cartersville. The work consists of cleaning and coating the exterior of the 5,000,000 Gallon Fairview ground steel water tank and the completion of miscellaneous repairs to the tank and associated appurtenances at the water tank site.

A total of four (4) bids were received from qualified painting contractors as follows:

<u>Bidder</u>	<u>Total Base Bid</u>
Utility Service Co., Inc.	\$ 546,200.00
Classic Protective Coatings	\$ 724,950.00
Southern Road & Bridge	\$ 934,000.00
E&D Contracting Services, Inc/E&D Coatings, Inc.	\$ 2,783,810.00

A certified tabulation of the bids received is attached. As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from a surety company listed in U.S. Treasury Circular 570. The total base bid of Utility Service Co., Inc. of Perry, Georgia, was the lowest responsive bid in the amount of FIVE HUNDRED FORTY-SIX THOUSAND AND TWO HUNDRED DOLLARS (\$546,200.00). The bid is under our opinion of cost for the project, which was \$ 565,000.00 (attached).

Utility Service Co., Inc. has confirmed that Travelers Casualty & Surety Company of America will furnish payment and performance bonds for this project. Travelers Casualty & Surety Company of America is listed in the current version of the U.S. Department of the Treasury Circular #570, is shown as being licensed in the State of Georgia with an underwriting limitation that is greater than the bond amount. Travelers Casualty & Surety Company of America have a current A.M. Best rating of "A++."

Upon receipt of performance and payment bonds, we will require that Travelers Casualty & Surety Company of America provide verification of bond authenticity prior to execution of the contract by the City.

SUEZ acquired utility Service Co., Inc. in 2008, but they still operate under Utility Service Co., Inc. (USCI). They included their company qualification information and relevant project experience with the bid package (attached). Wiedeman and Singleton, Inc. has also completed four (4) projects with USCI as the painting contractor in the last ten (10) years, with the most recent project completed earlier this year for a 1,000,000 Gallon elevated steel water tank in Rock Hill, SC.

We recommend the award of the contract to Utility Service Co., Inc. in the amount of \$ 546,200.00.

The bids received and opened are valid for sixty (60) days from April 29, 2021. If you have any questions or need any additional information, please feel free to call.

Sincerely,

WIEDEMAN AND SINGLETON, INC.

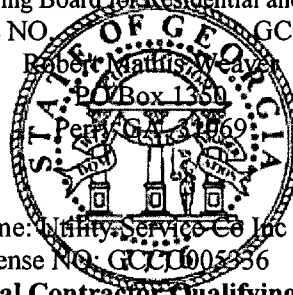


Ahmed An-naim, P. E.

Enclosure



STATE OF GEORGIA  
BRAD RAFFENSPERGER, Secretary of State  
State Licensing Board for Residential and General Contractors  
LICENSE NO. GCQA005333



Company Name: Utility Service Co Inc  
Company License NO: GCC0005336

**General Contractor Qualifying Agent**

EXP DATE - 06/30/2022 Status: Active  
Issue Date: 11/07/2016

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

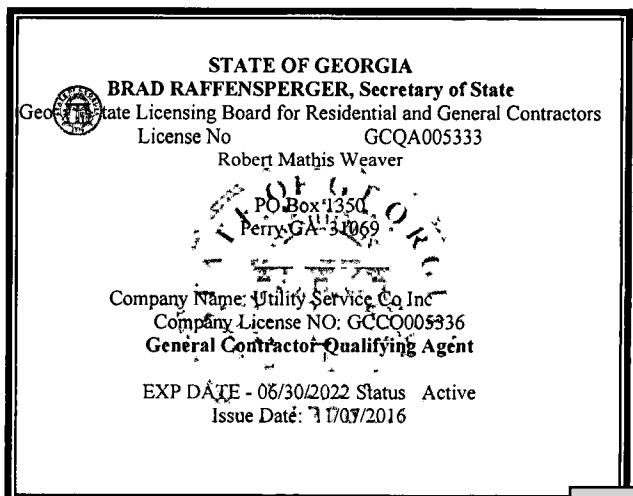
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.state.ga.us/plb](http://www.sos.state.ga.us/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (844) 753-7825  
[www.sos.state.ga.us/plb](http://www.sos.state.ga.us/plb)

Robert Mathis Weaver  
PO Box 1350  
Perry GA 31069





# REFERENCE PACKET

## CORPORATE PROFILE

Utility Service Company, Inc. is a Georgia corporation established in North Carolina in November 1990. We paint more than 1,200 tanks each year and maintain potable water tanks for over 4,500 customers throughout the United States. We work on turnkey projects with specifications provided by the Owner’s engineer. We seldom request additional monies on a job, or initiate change orders effecting the work or costs of a tank project. We have never failed to complete a project and have never been involved in litigation as a plaintiff against an owner or engineering firm. In 2008, Utility Service Company was acquired by SUEZ—expanding both our capabilities and resources with additional global resources, advanced technologies, information systems, and strategic solutions necessary to address the current challenges facing U.S. water and wastewater utilities.

## FINANCIAL STABILITY

With over 150 years of industry experience, a parent company with total assets worth \$4.1 billion, and a consolidated revenue of \$1.064 billion in 2017, we have financial strength and stability as well as access to capital. SUEZ has successfully worked with thousands of water utilities on critical water infrastructure issues, providing cost-effective solutions to our clients in order to solve countless water quality and compliance issues. We have the capability to address the need for overdue maintenance investment and all infrastructure renovations. Our creative programs and innovative pricing structures have allowed our clients to tackle significant water and wastewater infrastructure problems while minimizing the financial burden for both their customers and taxpayers.

<b>SUEZ NORTH AMERICA FACTS &amp; FIGURES</b>	
Utility Experience:	150+ Years
O&M Contract Experience:	50+ Years
Employees:	3,260+
Assets:	\$4.1 Billion
Revenue:	\$1.064 Billion
Population Served:	6.4 Million
O&M Contracts:	69
Regulated Utilities:	15
Industrial & Municipal Sites:	16,000
Global R&D Budget:	\$142 Million





# BANKING BONDING PERSONNEL

Utility Service Company does business with the following institutions:

### **Bonding Company**

Travelers Casualty & Surety Company of America,  
Bond & Financial Products  
One Tower Square, Hartford, CT 06183

### **Bonding Agent**

Marsh & McLennan  
PO Box 5969, High Point, NC 27265  
Contact: Karl Sherrill, Jr.; (336)878-7800  
Bonding Capacity: >\$20,000,000

### **Bank**

Wells Fargo  
2975 Regent Blvd, Irving, TX 75063  
Contact: Chelsie Zinken; (612) 573-9549

### **Officers**

Catherine Ricou - President  
Eduardo Garcia - Treasurer  
Shane Albritton - Secretary

### **Key Personnel**

Jonathan Cato - Senior Vice President Line of Business  
David Forrester - Vice President Tank Services  
Rob Weaver - Director Environmental Health & Safety  
Apurv Aggarwal - Director Estimating & Bid Department

We perform more than 5,000 condition assessments and 1,200 water storage tank renovations annually, with 115 paint crews, 30 field service crews and over 40 certified welders. In addition to our fleet of diesel vacuum systems, bulk trailers, 16 feet enclosed trailers, heavy duty trucks and welding equipment, specialized equipment utilized in the maintenance and management of water storage assets is listed below.

Equipment	Quantity
CFM Dust Collectors (40,000 CFM and 20,000 CFM)	10
Titan Industrial Vacuum Systems	8
T.E.P.E. Containment Systems	19
Decontamination Clean-Up Units	7
22 tons Bulk Abrasives Transport Trailers	40+
Road Tractors	15
Rail Cars for Bulk Abrasives Transport	9
Service Trucks	100+
Steel Grit Blast Units	10
Robotic Blast Units	5





## HEALTH & SAFETY

Workplace safety is a top priority for SUEZ, and we are committed to protecting all of our employees, clients, and contractors from danger or harm. Safety metrics are one (1) of the main ways we measure our success as a company. We continue to enhance our safety processes—as well as training—and we act every single day to protect the lives and health of our employees, subcontractors, clients, and the populations among which we work. We aim to be a leader in this area and deploy ambitious action plans to fulfil this goal.

For many years, SUEZ has been committed to protecting the health and safety of all its employees and subcontractors, as well as the clients and populations among which we work. The action plans deployed on all SUEZ sites have enabled a continuous reduction of the accident frequency rate—50% reduction in ten (10) years—and a significant decrease in the overall severity of the accident.

SUEZ shares this ambition for a strong health and safety culture with all of our subcontractors, suppliers, and clients—beyond our own activities. As a member of the Institute for an Industrial Safety Culture (ICSI), we participate in work-groups and help to develop tools for other companies and public authorities that share our ambition to improve the overall health and safety culture.

### **SUEZ SAFE WORK PLANNING**

SUEZ utilizes formal hazard identification and analysis system—Safe Work Plans and Safe Work Planning Processes—that engages all employees in systematically identifying routine and non-routine health and safety hazards. This process evaluates and prioritizes the potential risks of each task and provides recommendations on the means, methods, sequences, and controls required to prevent—and ultimately eliminate—any safety hazards. In order for this process to be effective, the direct participation of all SUEZ supervisors and employees is required.

## **PERSONAL PROTECTIVE EQUIPMENT**

Prior to the commencement of work, SUEZ conducts a Personal Protective Equipment (PPE) Hazard Assessment. This Hazard Assessment is performed for all routine tasks, as well as any expected non-routine tasks; it identifies potential hazards associated with these tasks and the required selection of the proper PPE. The major categories of PPE that appear on the PPE Hazard Assessment include the head, hands, feet, face, eyes, ears, and body, as well as respiratory.

## **ENVIRONMENTAL HEALTH & SAFETY TRAINING**

SUEZ manages an Environmental Health and Safety (EHS) Training Program with a separate, distinct plan that addresses the methods SUEZ will utilize to assess employee training needs, identify and evaluate effective training methods, schedule and host training, and maintain training records.

Training is mandatory for all field personnel, sales personnel, and management personnel. This formal, ongoing, and employee-specific EHS Training covers numerous topics, including lockout/tagout, hazard communication, confined spaces, electrical safety, chemical spill response, and defensive driving.

SUEZ will also utilize a variety of other avenues to make sure safety is at the forefront of all employee practices at all times including daily safe work planning sessions, weekly staff tailgate training, new employee orientation and training, injury alerts and lessons learned.

## **SAFETY & HEALTH PROGRAM**

The SUEZ Safety & Health Program is a 300+ page printed document. It is the policy of SUEZ to protect its employees and clients with safe work practices and to manage work in a safe, orderly, and effective manner. We adhere to all OSHA confined space requirements. Any SUEZ employees working in water storage tanks— defined as confined space conditions by OSHA— are fully trained in these procedures and abide by all regulations. We also adhere to all OSHA confined space requirements and regulations that pertain to internal atmosphere monitoring. Prior to any SUEZ crew members entering a confined space, the internal atmosphere of the space is thoroughly tested utilizing a calibrated direct-reading instrument for oxygen content, flammable gasses and vapors, and potential toxic contaminants in the air—in that specific order. No hazardous atmosphere is permitted within a space when an employee is inside that space. All SUEZ crews follow continuous forced air ventilation procedures and will constantly monitor the atmosphere within any confined spaces throughout the course of work.

## **ADDITIONAL SAFETY TRAINING**

SUEZ works in dangerous environments and recognizes that safety is critical to the success and well-being of SUEZ employees. At SUEZ, safety serves as the SUEZ management team's top priority. Mr. Robert Weaver—Director of Environmental Health & Safety (EH&S)—leads SUEZ's program, and—when necessary—we can engage The Lovelace Group for any project consulting—as well as any assist in the annual implementation of the SUEZ comprehensive safety training program. It is a policy of SUEZ to protect our employees and clients with safe work practices and also manage all materials in a safe, effective, and orderly manner. All employees working on any tanks are required to both attend our 40-hour annual training program and pass thorough examinations on confined spaces, working over water, radio frequency, electrical safety, toxic metals, hazard communication, noise protection, fall protection, respiratory protection, first aid, CPR techniques, lead exposure, flammable liquids, vehicle and equipment safety.

## **PARTNERSHIP FOR SAFE DRINKING WATER**

All work, surface preparations, and coatings applied are completed in accordance with:



- Manufacturer’s Recommendations
- Occupational Safety & Health Administration (OSHA) Regulations
- American Water Works Association (AWWA) D100 & D102 Specifications
- National Association of Corrosion Engineers (NACE) Standards
- Society for Protective Coatings (SSPC) Standards
- National Sanitation Foundation (NSF) Standard 61 Requirements
- American National Standards Institute (ANSI) Standard 61 Requirements

All work will be completed in adherence with all federal and state OSHA, AWWA, NACE, SSPC, NSF, and ANSI standards.

### **ISO 9001:2015 CERTIFICATION**

We are very proud to announce that we were awarded the ISO 9001:2015 Certification from Bureau Veritas. This certificate affirms that our operation and quality management systems adhere to the requirements as set forth by the International Organization for Standardization (ISO).

The ISO 9001:2015 Certification validates that we take a systematic approach to managing operational processes and activities in order to consistently satisfy our clients’ quality expectations—as well as all contractual requirements for the rehabilitation and maintenance services that we provide.

Many organizations will get certified to this higher standard in order to demonstrate their ability to consistently provide products and services that meet client, statutory, and regulatory requirements. Implementing this type of Quality Management System (QMS) assists organizations in consistently meeting client requirements, enhancing client satisfaction, and meeting business objectives—while also addressing risks and opportunities. The ISO 9001:2015 QMS standard is based on a variety of quality management principles, including: Client Focus, Leadership, the Engagement of People, Process Approach, Improvement, Evidence-based Decision Making, and Relationship Management.

ISO 9001:2015 Certification is granted by accredited certification bodies—or registrars—that will audit an organization at planned intervals to confirm conformance to the ISO 9001:2015 standard. This international standard specifies a collection of necessary requirements for an ISO 9001:2015 Certified QMS, which are contained within seven (7) clauses:

1. Context of the Organization
2. Leadership
3. Planning
4. Support
5. Operation
6. Performance Evaluation
7. Improvement



## **NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)**

The National Association of Corrosion Engineers (NACE) is an organization serving over 35,000 members in 130 countries. NACE is globally recognized as one (1) of the premier authorities for corrosion control solutions, offering technical training and certification programs, conferences, industry standards, reports, publications, technical journals, government relations activities, etc. The NACE coating inspection courses set the standard for inspections within the protective coatings industry. Combining classroom study, discussion, and hands-on practice, NACE courses introduce specifiers, applicators, inspectors, blasters, manufacturers, owner's representatives, and technical salesmen to the basics of corrosion control, paint application and inspection, and project management in a way that ultimately results in cost savings. Many clients in the industry recognize and specify the NACE-Certified qualification because its comprehensive curriculum produces knowledgeable inspectors who have learned a skillset for fieldwork, as well as a solid coatings foundation that produces the high-quality standards, performance, and results expected from our valued clients.

SUEZ currently has over 60 certified NACE personnel, more than any other company in the United States.

## **SOCIETY FOR PROTECTIVE COATINGS (SSPC)**

The Society for Protective Coatings (SSPC) is the leading source of both information and training on surface preparation, coating selection, coating application, environmental regulations, and health and safety issues that affect the protective coatings industry. SSPC sets the industry standard and provides training and certification to professionals around the world who are focused on protecting global infrastructure from the devastating effects of corrosion. SSPC utilizes industry standards, technology reports, guides, and qualification procedures to ultimately ensure that the highest degree of quality, productivity, and safety are being provided while conducting any protective coating services.

The SUEZ team includes over 50 SSPC-Certified employees. To maintain this SSPC Certification, employees are required to take the refresher training on an annual basis. The refresher course covers all duties and responsibilities in regard to working with lead and other hazardous materials encountered in the industrial coatings work. The course also reviews all relevant Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulations.



# TANK PROJECT REFERENCES

## Dennis Water District, MA

Engineer: Resilient Civil Engineering – Kristen Berger (508) 726-2458

Scope: 6,000,000 Gallon Standpipe; Exterior Pressure Wash/2 coats; Interior Floor SP10/2 coats & Touch-Up

Contract Amount: \$598,100

Completed: December 2020

## City of Mineral Springs, AR

Engineer: A.L. Franks – Kiron Browning (870) 216-1906

Scope: 50,000 Gallon Elevated Tank; Exterior SP6/3 coats; Interior SP10/3 coats; Containment; Repairs

100,000 Gallon Elevated Tank; Exterior SP6/3 coats; Interior SP10/3 coats; Containment; Repairs

Contract Amount: \$513,700

Completed: December 2020

## Village of Sebring, OH

Engineer: W.E. Quicksall and Associates, Inc. – Matt Miller (330) 339-6676

Scope: 500,000 Gallon Steel Standpipe; Exterior SP10/3 Coats; Interior SP10/3 Coats; Containment; Repairs

1,000,000 Gallon Concrete Ground Tank; Exterior SP13/3 Coats; Interior SP13/3 Coats; Repairs

Contract Amount: \$829,600

Completed: December 2020

## Rural Community Water District of Georgetown County, SC

Engineer: Hanna Engineering, LLC – Colton Cauthen (843) 628-6800

Scope: 150,000 Gallon Elevated Tank; Exterior SP6/3 Coats; Interior SP10/3 Coats; Containment; Repairs;

Logo

Contract Amount: \$273,800

Completed: December 2020

## City of Rockford, IL

Engineer: Fehr Graham – Jeff Jacobson (815)394-4700

Scope: 1,000,000 Gallon Pedisphere; Exterior SP6/3 Coats; Interior Wet SP10/3 Coats; Interior Dry SP6

3 Coats; Logo; Repairs

Contract Amount: \$999,400

Completed: December 2020

Engineer: Parkhill Smith & Cooper – Kristi Laverty (806) 473-3530  
Scope: 50,000 Gallon Elevated Tank; Exterior Pressure Wash/2 Coats; Interior SP10/3 Coats; Repairs  
Contract Amount: \$141,000  
Completed: November 2020

Engineer: CHA Consulting – Stephen Steele (540) 552-5548  
Scope: 1,000,000 Gallon Hydropillar; Interior Wet SP7/Spot SP10/2 Coats; Repairs  
Contract Amount: 787,000  
Completed: October 2020

Engineer: Hawkins-Weir Associates, Inc. – Jeremy Shores (479) 474-1227  
Scope: 155,000 Gallon Standpipe; Exterior SP6 (Wet Blast)/3 Coats; Interior SP10/3 Coats; Repairs  
Contract Amount: \$158,200  
Completed: September 2020

Engineer: Curry & Associates, Inc. – Robert Curry (317) 745-6995  
Scope: 385,000 Gallon Ground Tank; Exterior SP6/3 Coats; Interior SP10/2 Coats; Logo  
550,000 Gallon Ground Tank; Exterior Pressure Wash/3 Coats; Interior SP10/3 Coats; Logo  
211,000 Gallon Ground Tank; Exterior Pressure Wash/2 Coats; Interior SP10/3 Coats  
Contact Amount: \$391,100  
Completed: July 2020

Engineer: Poe & Associates, Inc. – Ryan Smith (918) 665-8800  
Scope: 250,000 Gallon Elevated Tank; Exterior SP6/3 Coats; Interior SP10/3 Coats; Containment; Repairs  
Contract Amount: \$161,800  
Completed: June 2020

Engineer/Owner: Susan Meredith (870) 935-5581  
Scope: 250,000 Gallon Standpipe; Exterior SP6/3 Coats; Interior SP10/3 Coats; Containment; Repairs  
500,000 Gallon Standpipe; Exterior SP6/3 coats; Interior SP10/3 coats; Containment; Repairs  
550,000 Gallon Standpipe; Exterior SP6/3 Coats; Interior SP10/3 Coats; Containment; Repairs  
Contract Amount: \$664,300  
Completed: March 2020

Engineer: A.L. Franks – Kiron Browning (870) 216-1906  
Scope: 500,000 gallon Elevated Tank; Exterior SP6/3 Coats; Interior SP10/3 Coats; Containment; Repairs  
Contract Amount: \$372,800  
Completed: February 2020

Engineer: Davis & Brown – Glenn Kirven (843) 319-2476  
Scope: 500,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior PW/3 Coats; Repairs  
200,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior PW/3 Coats; Repairs  
Contract Amount: \$349,000  
Completed: January 2020

Engineer: C&E Engineering Partners, Inc. – Tom Nicholson (Engineer) (401) 762-1711  
Owner: City of Woonsocket – Marc Viggiani (Water Superintendent) (401) 767-2619  
Scope: 440,000 Gallon Standpipe; Exterior Touch-Up; Chemical Clean & Interior Touch-Up  
750,000 Gallon Hydropillar; Exterior Touch-Up; Chemical Clean & Interior Touch-Up  
750,000 Gallon Elevated Tank Exterior Pressure Wash/Touch-Up; Chemical Clean/Interior Touch-Up  
750,000 Gallon Hydropillar; Pressure Wash/Exterior Touch-Up; Chemical Clean/Interior Touch-Up  
Contract Amount: \$751,200  
Completed: January 2020

# 2019

Engineer: Fehr Graham – Larry Johnson 217-352-7688

Scope: 50,000 Gallon Pedisphere; Exterior Pressure Wash/1 Coat; Interior Wet SP10/3 Coats; Interior Dry SP6/1 Coat; Logo; Repairs

Contract Amount: \$143,000

Completed: December 2019

Engineer: Crist Engineers, Inc. – Les Price (501) 664-1552

Scope; 250,000 Gallon Ground Tank; Exterior SP10/3 Coats; Interior SP10/3 Coats; Containment; Repairs; Logo

Contract Amount: \$228,600

Completed: December 2019

Engineer: Crist Engineers – Stewart Noland (501) 664-1552

Scope: 200,000 Gallon Standpipe; Exterior SP6/3 coats; Interior SP10/3 coats; Repairs

100,000 Gallon Elevated Tank; Exterior SP6/coats; Interior SP10/3 coats; Containment; Repairs

Contract Amount: \$400,900

Completed: November 2019

Engineer: Engineering Plus, Inc. – Keith McCraney (601) 693-4234

Scope: 665,000 Gallon Standpipe; Exterior PW/2 coats; Interior SP10/3 coats; Repairs

200,000 Gallon Elevated Tank; Exterior PW/2 coats; Interior SP10/3 coats; Repairs

Contract Amount: \$263,000

Completed: November 2019

Engineer: CPL Engineering – Raymond Jurkowski (518) 828-2300

Scope: 1,300,000 Gallon Ground Tank; Exterior Pressure Wash/2 Coats; Interior SP10 2/Coats; Containment; Repairs

Contract Amount: \$490,900

Completed: October 2019

Engineer: S&ME – Timothy Greene (336) 288-7180

Scope: 300,000 Gallon Elevated Tank; Exterior Pressure Wash/2 Coats; Interior SP7/2 Coats; Logo; Repairs

Contract Amount: \$111,800

Completed: September 2019

Engineer: Curry & Associates, Inc. – Robert Curry (317) 745-6995

Scope: 454,000 Gallon Ground Tank; Interior SP10/3 Coats; Exterior SP6/ 3 Coats; Repairs

Contract Amount: \$140,400

Completed: September 2019



Owner: Scott Agner (540) 283-2931  
Scope: Upland Game 500,000 Gallon Ground Tank; Interior SP10/3 Coats; Exterior Pressure Wash/2 coats; Repairs  
Franklin Road 500,000 Gallon Ground Tank; Interior SP10/3 Coats; Exterior Pressure Wash/2 coats; Repairs  
Hollins 1,050,000 Gallon Ground Tank; Exterior Pressure Wash/2 coats; Repairs  
Contract Amount: \$281,700  
Completed: June 2019

Engineer: Curry & Associates, Inc. – Robert Curry (317) 745-6995  
Scope: 200,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior Pressure Wash/2 Coats; Repairs  
Contract Amount: \$142,700  
Completed: June 2019

Engineer: Mumford-Bjorkman Associates, Inc. – Mike Catts (302) 322-2000  
Scope: 150,000 Gallon Elevated Tank; Interior SP10/2 Coats; Exterior Pressure Wash/3 coats; Repairs  
Contract Amount: \$176,500  
Completed: June 2019

Engineer: CWB Engineers – Kyle Martin (501) 362-3744  
Scope: 300,000 Gallon Pedisphere; Exterior Pressure Wash/3 Coats; Interior Wet SP10/3 Coats; Interior Dry SP7/1 Coat; Repairs  
Contract Amount: \$139,200  
Completed: April 2019

Engineer: Civil Engineering Associates – Lance Powell (870) 972-5316  
Scope: 300,000 gallon Ground Tank; Exterior SP6/3 coats; Interior SP10/3 coats; Containment; Repairs  
Contract Amount: \$211,750  
Completed: April 2019

Engineer: Steve Seiberlich (805) 583-6893  
Scope: 1,500,000 Gallon Ground Tank; Interior SP10/3 Coats; Repairs  
Contract Amount: \$246,191  
Completed: April 2019

Engineer: McGill Associates, P.A. – David Honeycutt (910) 295-3159  
Scope: 75,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior Pressure Wash/2 Coats (Lead Removal); Repairs  
Contract Amount: \$159,650  
Completed: March 2019

# 2018

Engineer: Hanna Engineering – Colton Cauthen (843) 628-6800  
Scope: 300,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats (Lead Removal); Containment; Repairs  
150,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats; Containment; Repairs  
Contract Amount: \$507,470  
Completed: December 2018

Engineer: Schaumburg & Polk - Scott Campbell (903) 424-2728  
Scope: 250,000 Gallon Ground Tank; Interior SP10/2 Coats; Exterior SP6/3 Coats; Containment; Repairs  
75,000 Gallon Elevated Tank; Interior SP10/2 Coats; Exterior Pressure Wash/3 coats; Repairs  
100,000 Gallon Elevated Tank; Interior SP7/2 Coats; Exterior Pressure Wash/2 coats; Repairs  
Contract Amount: \$439,316  
Completed: December 2018

Engineer: John Devany (914) 989-1915  
Scope: 750,000 Gallon Elevated Tank; Interior SP10/2 Coats; Exterior SP10/2 Coats; Containment  
Contract Price: \$2,700,000  
Completed: December 2018

Engineer: Civil Engineering Associates – John Selig (870) 972-5316  
Scope: 150,000 Gallon Standpipe; Interior SP10/3 coats; Exterior SP6/3 coats; Containment; Repairs  
Contract Price: \$180,900  
Completed: November 2018

Engineer: GMS, Inc. Consulting Engineers – Thomas McClernan (719) 475-2935  
Scope: 750,000 Gallon Pedisphere; Interior Wet SP10/3 Coats; Interior Dry Touch Up; Repairs  
Contract Value: \$169,850  
Completed: September 2018

Engineer: Curry & Associates, Inc. – Robert Curry (317)745-6995  
Scope: 500,000 Gallon Elevated Tank; Interior SP7/2 Coats; Exterior Pressure Wash/2 Coats; Repairs  
500,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats; Containment; Repairs  
100,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats (Lead Removal); Containment; Repairs  
Contract Value: \$634,719  
Completed: August 2018

Engineer: Veenstra & Kimm, Inc. – Lee Price (888) 241-8001  
Scope: 500,000 Gallon Pedisphere; Exterior SP6/3 Coats (Lead Removal); Interior Wet SP10/3 Coats; Interior Dry SP6/2 Coats; Containment; Repairs  
Contract Amount: \$336,450  
Completed: August 2018

Engineer: Andy Catanzarite (330) 437-9908  
Scope: 1,000,000 Gallon Hydropillar; Interior SP10/2 Coats; Exterior PW/2 Coats  
Contract Price: \$700,000  
Completed: August 2018

Engineer: Mike Lawler (856) 794-4056  
Scope: 1,000,000 Gallon Pedisphere; Interior SP10/2 Coats; Exterior SP10/3 Coats; Containment  
Contract Price: \$ 1,000,000  
Completed: July 2018

Engineer: Engineering Solutions, Inc. – Nic Gillespie (662) 489-1525  
Scope: 200,000 Gallon Elevated Tank; Interior SP10/3 coats; Exterior Pressure Wash/2 coats; Repairs  
200,000 Gallon Elevated Tank; Interior SP10/3 coats; Exterior Pressure Wash/2 coats; Repairs  
10,000 Gallon Hydro Pneumatic Tank; Interior SP10/3 coats; Pressure Wash/2 coats  
Contract Amount: \$192,900  
Completed: May 2018

Engineer: Owen & White – Roy Waggenspack (225) 926-5125  
Scope: 500,000 Gallon Elevated Tank; Interior Wet SP10/3 coats; Exterior SP6/3 Coats; Containment; Repairs  
Contract Amount: \$381,300  
Completed: May 2018

Engineer: Peter Otten – City Engineer (573) 237-3527  
Scope: 300,000 Gallon Pedisphere; Interior Dry SP6/3 coats; Exterior Touch Up ; Washout and Inspection  
Contract Amount: \$83,050  
Completed: April 2018

Engineer: Michael Lamping (919) 777-1122  
Scope: 250,000 Gallon Elevated Tank; Exterior SP6/3 Coats; Interior Touch Up; Containment; Repairs  
Contract Amount: \$264,300  
Completed: February 2018

# 2017

Engineer: Amanda Hicks (870) 636-5411

Scope: 1,000,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats; Repairs

Contract Amount: \$526,100

Completed: December 2017

Engineer: Peter J. Connell (516) 364-9890 Extension 3100

Scope: 1,500,000 Gallon Ground Tank; Interior SP10/2 Coats; Exterior SP10/3 Coats

Contract Price: \$1,799,500

Completed: December 2017

Engineer: John Devany (914) 989-1915

Scope: 1,000,000 Gallon Hydropillar; Interior SP10/2 Coats; Exterior Pressure Wash/2 coats

Contract Price: \$1,300,000

Completed: December 2017

Engineer: LKC Engineering, PLLC – Adam Kiker (910) 420-1437

Scope: 200,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats; Repairs

Contract Amount: \$262,000

Completed: December 2017

Engineer: Strand Associates Inc. – Anthony Akles (812) 372-9911

Scope: 75,000 Gallon Elevated Tank; Interior SP10/3 Coats, Exterior Pressure Wash/2 Coats; Repairs

Contract Amount: \$148,400

Completed: December 2017

Engineer: Parkhill Smith & Cooper - Blake McColloch (432) 697-1447

Scope: (2) 500,000 Gallon Ground Tanks; Interior SP10/3 Coats; Exterior SP6/3 Coats (Lead Removal);

Containment: Repairs

(4) 1,000,000 Gallon Ground Tanks; Interior SP10/3 Coats; Exterior Pressure Wash/2 Coats; Repairs

(1) 2,000,000 Gallon Ground Tank; Interior SP10/3 Coats; Exterior Pressure Wash/2 Coats; Repairs

(2) 50,000 Gallon Elevated Tanks; Interior SP10/3 Coats; Exterior Pressure Wash/2 Coats; Repairs

Contract Amount: \$1,998,593

Completed: September 2017

Engineer: Tetra Tech, Inc. – Steven Kraushaar (503) 598-2525

Scope: 300,000 Gallon Ground Tank; Interior SP/3 Coats; Exterior Pressure Wash/ 2 Coats; Repairs

Contract Amount: \$256,250

Completed: August 2017

Engineer: Midwestern Engineers Inc. – Bryce Anderson (812)295-2800

Scope: 500,000 Gallon Elevated Tank; Interior SP10/3 Coats, Exterior Pressure Wash/2 Coats; Repairs

Contract Amount: \$188,800

Completed: July 2017

Engineer: Dan Blakely (330) 743-5340  
Scope: 1,500,000 Gallon Standpipe; Interior SP10/2 Coats; Exterior SP10/3 Coats; Containment  
Contract Price: \$1,222,638  
Completion: July 2017

Engineer: Ryan Leisey (270) 842-0052  
Scope: 500,000 Gallon Elevated Tank; Interior SP10/3 Coats, Exterior Pressure Wash/2 Coats; Repairs  
Contract Amount: \$181,700  
Completed: March 2017

Engineer: Garver – Chris Buntin (479) 527-9100  
Scope: 5,000,000 Gallon Ground Tank; Interior SP10/3 Coats, Exterior Pressure Wash/2 Coats; Repairs  
250,000 Gallon Elevated Tank; Interior SP10/3 Coats, Exterior Pressure Wash/2 Coats; Repairs  
Contract Amount: \$1,133,510  
Completed: January 2017

Engineer: Owen & White, Inc. – Roy Waggenspack (22) 926-5125  
Scope: 150,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats; Containment; Repairs  
Contract amount: \$241,600  
Completed: January 2017

Engineer: Carter & Sloope – Chase West (706) 769-4119  
Scope: 1,000,000 Gallon Elevated Tank; Interior Wet SP5/2 Coats; Interior Dry Pressure Wash/1 Coat;  
Exterior SP6/3 Coats; Containment; Repairs  
Contract amount: \$719,189  
Completed: January 2017

Engineer: DGR Engineering – Joy Vogel (712) 472-2531  
Scope: 2,000,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats; Containment; Repairs  
Contract amount: \$1,067,475  
Completed: January 2017

# 2016

Engineer: Lou Neely (732) 390-6860  
 Scope: 1,000,000 Gallon Hydropillar; Interior SP10/2 Coats; Exterior SP10/3 Coats; Containment  
 Contract amount: \$1,200,000  
 Completed: December 2016

Engineer: Cowan Group Engineering – Michael Taylor (405) 463-3369  
 Scope: 50,000 Gallon Elevated Tank; No Interior; Exterior SP6/3 Coats (Lead Removal); Containment; Repairs  
 Contract Amount: \$162,730  
 Completed: October 2016

Engineer: AECOM/URS Corporation – Nathan Ward (803) 254-4400  
 Scope: 250,000 Gallon Elevated Tank; Exterior Pressure Wash/2 Coats; Interior SP10/3 Coats; Repairs; Logos  
 300,000 Gallon EST; Exterior Pressure Wash/2 Coats; Interior SP10/ 3 Coats; Repairs; Logos  
 217' x 161' Concrete Tank; Exterior Pressure Wash/3 Coats  
 Contract Amount: \$444,800  
 Completed: October 2016

Engineer: Smith & Oakes – Chris Meinen (620) 442-4756  
 Scope: 200,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior Pressure Wash/2 Coats; Logo  
 Contract Amount: \$66,300  
 Completed: September 2016

Engineer: Infrastructure Tech., Inc. – Joe Harris (203) 530-0684  
 Scope: 5,300,000 Gallon Ground Tank; Interior SP10/2 Coats; Exterior SP10/3 Coats  
 Contract Price: \$1,555,600.00  
 Completion: July 2016

Engineer: Crist Engineers – Les Price (501).664-1552  
 Scope: 200,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP10/3 Coats (Lead Removal);  
 Containment; Repairs  
 300,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats; Containment; Repairs  
 Contract Amount: \$557,300  
 Completed: July 2016

Engineer: Seola Hill (252) 354-3307  
 Scope: 500,000 Gallon Pedisphere Tank; Interior Wet SP10/3 Coats; Interior Dry SP6/2 Coats; Exterior SP6/4  
 Coats (Lead Removal); Containment; Repairs  
 Contract Amount: \$507,100  
 Completed: May 2016

Engineer: Robert Garland (870) 219-5234  
 Scope: 1,500,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP10/3 Coats (Lead Removal);  
 Containment; Repairs  
 Contract Amount: \$625,600  
 Completed: March 2016

Engineer: Anderson Engineering and Associates, PA – Kevin Howell (910) 671-9530  
 Scope: 1,000,000 Gallon Hydropillar; Interior SP10/3 Coats; Exterior SP6/3 Coats; Containment; Repairs  
 1,000,000 Gallon Hydropillar; Interior SP 10/3 Coats; Exterior SP6/3 Coats; Containment; Repairs  
 Contract Value: \$1,335,090  
 Completed: September 2016

Engineer: Statewide Engineering, Inc. – Mark Dill (912) 384-1723  
Scope: 100,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats; Containment; Repairs  
Contract amount: \$335,925  
Completed: September 2016

Engineer: Jacob & Martin, LLC – Kirt Harle (325) 695-1070  
Scope: 1,500,000 Gallon Elevated Tank; Interior Wet SP10/3 Coats; Interior Dry SP10/3 Coats; Exterior SP6/3 Coats; Containment; Repairs  
200,000 Gallon Pedisphere; Interior Wet SP10/3 Coats; Interior Dry SP10/3 Coats; Exterior Pressure Wash/ 2 Coats; Repairs  
Contract amount: \$1,304,400  
Completed: October 2016

# 2015

Engineer: Robert Garland (870) 219-5234  
 Scope: 200,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP10/3 Coats (Lead Removal);  
 Containment; Repairs  
 Contract Amount: \$270,571  
 Completed: December 2015

Engineer: Robert Garland (870) 219-5234  
 Scope: 200,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP10/3 Coats (Lead Removal);  
 Containment; Repairs  
 Contract Amount: \$270,571  
 Completed: December 2015

Engineer: Burns & McDonnell Engineering Co., Inc. – Joe Darlington (630) 724-3200  
 Scope: 100,000 Gallon Elevated Tank; Interior SP10/2 Coats (Lead Removal); Exterior SP10/3 Coats (Lead  
 Removal); Containment; Repairs  
 Contract Amount: \$493,700  
 Completed: November 2015

Engineer: Clearpoint Consulting Engineers – John Anglin (601) 261-2609  
 Scope: 100,000 Gallon Elevated Tank; Exterior Pressure Wash/2 Coats; Interior SP10/3 Coats; Repairs  
 Contract Amount: \$62,700  
 Completed: November 2015

Engineer: Manager of Engineering and Construction – Ryan Leisey (270) 842-0052  
 Scope: 500,000 Gallon Elevated Tank; Interior SP10/3 Coats, Exterior Pressure Wash/2 Coats; Repairs  
 Contract Amount: \$186,300  
 Completed: October 2015

Engineer: S&ME, Inc. – Tim Greene (336) 288-7180  
 Scope: 1,500,000 Gallon Elevated Tank; Interior SP7 & Spot SP10/2 Coats  
 Contract Amount: \$192,700  
 Completed: October 2015

Engineer: Hawkins-Weir Engineers, Inc. – Brett Peters (479) 474-1227  
 Scope: 1,000,000 Gallon Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats (Lead Removal);  
 Containment; Repairs  
 Contract Amount: \$428,940  
 Completed: September 2015

Engineer: Spears Engineering Company – C. Glen Spears (870) 774-3204  
 Scope: 50,000 Elevated Tank; Interior SP10/3 Coats; Exterior SP6/3 Coats (Lead Removal); Containment  
 Contract Amount: \$154,180  
 Completed: April 2015

Engineer: Kreye Blankenship, Inc. – Terry Blankenship (804) 347-468  
 Scope: 500,000 Gallon Pedisphere; Interior Dry Touch Up; Exterior SP10/ 3 Coats; Containment  
 Contract Amount: \$249,200  
 Completed: March 2015



Engineer: Ryan Leisey (270) 842-0052  
Scope: 250,000 Gallon Elevated Tank; Exterior Pressure Wash/2 Coats; Interior SP10/3 Coats; Repairs; Logos  
2,000,000 Gallon Hydropillar; Exterior Pressure Wash/1 Coat; Repairs; Logos  
Contract Amount: \$254,000  
Completed: January 2015

Engineer: DGR Engineering – Logan Smidt (712) 472-2531  
Scope: 500,000 Gallon Pedisphere; Interior SP10/2 Coats; Exterior SP6/3 Coats; Containment; Repairs  
Contract amount: \$344,750  
Completed: October 2015

Engineer: Texarkana Water Utilities – J.D. Phillips (903) 798-3800  
Scope: 2,000,000 Gallon Elevated Tank; Interior Wet SP10/2 Coats; Interior Dry SP10/3 Coats; Exterior SP6/3  
Coats; Containment; Repairs  
500,000 Gallon Elevated Tank; Exterior SP6/3 Coats; Containment  
400,000 Gallon Pedisphere; Interior Wet SP10/2 Coats; Interior Dry SP10/3 Coats; Exterior SP6/3  
Coats; Containment; Repairs  
200,000 Gallon Standpipe; Interior SP10/2 Coats  
Contract Value: \$1,255,525  
Completed: August 2015

# CURRENT PROJECTS IN PROGRESS

## Aqua North Carolina, Inc., NC

Engineer: Mumford-Bjorkman Associates, Inc. – Mike Catts (800) 486-4841

Scope: 500,000 Gallon Elevated Tank; Interior SP10/2 Coats; Exterior SP6/3 Coats; Containment; Repairs  
Contract Amount: \$508,700

## City of Eustis, FL

Engineer/Owner: Purchasing Manager City of Eustis – Jeanes Tracey (352) 483-5475

Scope: 100,000 Gallon Ground Tank; Exterior Pressure Wash/2 Coats; Interior SP10/3 Coats; Repairs  
250,000 Gallon Concrete Tank; Interior SP6/CSP 4-6/3 Coats; Repairs  
100,000 Gallon Elevated Tank; Exterior Pressure Wash/2 Coats; Interior SP10/3 Coats; Repairs  
Contract Amount: \$184,400

## Aquarion Water Company, CT

Engineer/Owner: Mark Fois (203) 362-3064

Scope: 3,000,000 Gallon Ground Tank; Exterior SP6/3 Coats; Interior SP10/2 Coats; Containment; Repairs  
Contract Amount: \$1,786,000

## Chesterfield County, VA

Engineer: Whitman, Requardt & Associates, Inc. – Daniel Seli (804) 272-8700

Scope: 2,000,000 Gallon Hydropillar; Exterior SP6/3 Coats; Interior Wet Pressure Wash/SP10/3 Coats; Interior  
Dry Access Tube Pressure Wash/SP10/3 Coats; Interior Dry Touch Up; Containment; Repairs  
Contract Amount: \$1,385,400

## City of Rock Hill, SC

Engineer: Wiedman and Singleton, Inc. – Mark Scherger (803) 329-2944

Scope: 1,000,000 Gallon Hydropillar; Exterior Pressure Wash/3 coats; Interior SP10/3 coats; Repairs  
Contract Amount: \$360,100

## City of Sanford, NC

Engineer/Owner: Mark Johnson (919) 775-8010

Scope: 500,000 Gallon Elevated Tank; Exterior PW/3 coats; Interior SP10/3 coats; Interior Dry SP6/2 Coats;  
Containment; Repairs; Logo  
Contract Amount: \$525,300

## **TRADE REFERENCES**

**Tnemec Co., Inc.**

Dean Drehoff  
Atlanta, GA  
770-242-9605

**Sherwin Williams**

Brian Huffman  
336-467-5480

**Reed Minerals, Inc.**

Abrasives  
David Dewitt  
Memphis, TN  
901-789-1573

**Eagle Industries, Inc.**

Containment Systems  
Mark Coulon  
New Orleans, LA  
800-266-8246



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Water Department
<b>AGENDA ITEM TITLE:</b>	Water Tank Cleaning and Inspection
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>As part of routine maintenance of the City's water storage reservoirs, we normally contract with industrial diving service companies to clean and inspect the tanks while in service to minimize service disruptions. This was last completed in 2013.</p> <p>Bids were solicited from qualified companies to clean and inspect 3 ground storage tanks, 3 WTP clearwells and the intake structures on Allatoona Dam. Bids submitted were:</p> <p>SE Diving Services, LLC - \$34,100.00  Moran Environmental Recovery, LLC - \$43,000.00  Superior Tank Company - No Bid.</p> <p>The low bidder, SE Diving Services, LLC is recommended for this service.</p> <p>This is a budgeted item to be paid from WTP Maintenance account, 505-3310-52-2361.</p>
<b>LEGAL:</b>	N/A

**SE Diving Services, LLC**

126 N. Washington Ave.  
 Greenville, SC 29615  
 864-220-3481 F: 864-220-3485  
 Email: sedivingllc@gmail.com

Daniel Duke  
 City of Cartersville  
 PO Box 1390  
 Cartersville GA 30120  
 678-721-5474 C: 404-821-6637  
[dduke@cityofcartersville.org](mailto:dduke@cityofcartersville.org)

March 29, 2021

**Proposal: Tank Cleaning/Inspection (6)**

The following outlines our strategy and conditions of work.

1. **Cleaning/inspection of the following tanks, up to three inches of sediment:**
2. **Additional sediment at \$800 per inch per tank**
3. **Utility to provide lift for access to tanks without exterior ladders. SE Underwater will provide personnel to operate lift.**
4. **Utility will relocate lift to new work sites as necessary.**

Tank Name	Type	Dimensions	Capacity		Inspect/Clean
Morningside	Steel	146dx40h	5million gal		\$4,650.00
Tank Hill	Concr	146dx40h	5million gal		\$4,650.00
Center Rd	Concr	113dx40h	3million gal		\$3,850.00
Clearwell 1	Concr	(Pump Well)	750k gal	S Baffles	\$4,800.00
Clearwell 2	Concr		2mg	S Baffles	\$4,450.00
Clearwell 3	Concr	80 d	500kg	1 Baffle	\$2,800.00

**TOTALs**

**Environmental bags @ \$350 each**  
**(Dewatering container, landfill fees, hauling additional if desired)**

**TANK CONDITIONS:**

- Tanks will be cleaned using our proprietary vacuum system.
- Discharge of spoils at direction of utility (see above #4)
- All tanks may remain in service during cleaning
- Utility to provide lift for access
- All tanks to be full at time of cleaning (within 3 feet of hatch)
- All work available on video as requested.
- A video inspection check list and DVD will be provided following cleaning
- Written reports within 6 weeks.

The following conditions apply:

1. During service water and weather conditions must be safe.
2. Discharge to ground or at direction of utility. Pumping in excess of 200 feet may incur additional charges; use of environmental filter bags at \$350 per bag.
3. This quote is valid only if sediment is normally flocculated materials normally found in water tanks, and removable with our standard 46-inch vacuum system. If sediment is composed of sand, carbon, or other difficult to remove materials, or if it requires special-handling, a charge of \$375 per hour will be applied.
4. Tank must be full at time of inspection (within three feet of hatch) and/or cleaning. Failure to have tank filled will result in a charge of \$375 per hour while crew waits for proper water level for service.
5. Tank must be accessible for a truck and 16-foot trailer, and must have proper safety ladders and climb protection. (See #4 above)
6. Tank must have interior ladder for diver access.

- 7. Tank must be free from insects. Should conditions exist that prohibit the service team from gaining access to a tank, a charge of 50 percent of the service fee plus mob/demob will be applied.
- 8. If any information provided to us is incorrect or if any problems exist that inhibit our ability to complete the job on a timely schedule, then we will notify you of the problem and reserve the right to add on to the quote based on our estimate of the additional time it will take to complete the work. Time delays are based on \$375 per hour. If this situation arises, you will be notified of the problem prior to our completing the work. This paragraph only applies to any problems that are your responsibility and does not apply to any potential problems that we may encounter with our equipment or with our ability to complete the job.

REPAIRS: Repairs approved on site will be billed at \$375 per hour, plus materials. SE Diving uses an NSF-approved potable water epoxy for coatings failures and leak repair.

INSPECTIONS: All work in potable water will meet AWWA, OSHA and/or state regulations.

EQUIPMENT: All equipment used in potable water is reserved exclusively for potable water work. Diver and equipment are disinfected with a 200ppm chlorine solution before entering tanks.

VIDEO: While the diver is in the tank, all activities are available on Video monitors in our dive-control trailer. The initial inspection and the final inspection are taped for your records, and any problem areas or areas that need further service will be recorded for you files.

**NOTIFICATION: It is the utility's responsibility to notify state regulatory agencies. If you wish for us to make that notification, please advise us at least two weeks prior to start of work.**

**All inspections are done according to ASNT/NACE/AWWA standards.**

AWWA's C652-92 standard requires that equipment, including divers in rubber suits, be sprayed with a chlorine solution of no less than 200 ppm before being introduced into potable water reservoirs.

The formula SE Diving uses is: no less than 4 oz. of a six (6) percent chlorine bleach per two gallons of water to form our disinfectant solution at a minimum strength of 200 ppm.. All equipment used in potable water tanks is reserved solely for use in potable water and is not used in other applications.

**Our inspection procedure includes the following checklist:**

Exterior Ladder	Exterior Reservoir Overall Appearance & Condition
Entry Hatch	Side Vents & Screens
Interior Ladder	Roof Vents & Screens
Floor and Coating	Interior Walls and Coating
Installed Sensors	Manual Level Indicator
Chlorine Injection System	Floor-to-Wall Seams
Overflow	Fill/Discharge
Man Entry	Scour/Drain
Cathodic Protection	Water Tap
Ceiling	Floor Seams and Integrity of Previous Repairs
Support Columns	Measurement and Sampling of Bottom Sediment or Debris

INSURANCE: SE Diving provides \$1 million in general liability insurance for our mutual protection. Higher limits may be furnished at additional costs.

TERMS: Net 10 days upon completion of project. Accounts not paid within twenty (20) days of billing will accrue interest at the maximum legal rate. In the event collection procedures are instituted to secure payment of any debt created hereunder, applicant hereby agrees to pay all costs of collections, including reasonable attorney's fees.

SE DIVING SERVICES, LLC

BY: Steve Burdsal, Managing Member

ALL QUOTATIONS VALID FOR 30 DAYS

**SE Diving Services, LLC**

126 N. Washington Ave.  
Greenville, SC 29615  
864-220-3481 F: 864-220-3485  
Email: [sedivingllc@gmail.com](mailto:sedivingllc@gmail.com)

Daniel Duke  
City of Cartersville  
PO Box 1390  
Cartersville GA 30120  
678-721-5474 C: 404-821-6637  
[dduke@cityofcartersville.org](mailto:dduke@cityofcartersville.org)

March 29, 2021

**PROPOSAL: Intake Inspection / Cleaning**

The following is our standard letter that serves as a firm quotation and outlines the conditions of our services.

- Inspect intake structure/gates
- Clean Screens
- Requires 4-man dive team
- Inspect anodes to depth of bottom gates
- Inspection of additional anodes will require a chamber because of depth and will be an additional charge.

<b>Daily rate</b>	<b>\$4,600.00</b>
<b>Boat/operator</b>	<b>\$1,000.00</b>
<b>Mobilization / demob \$ 500.00</b>	
<b>TOTAL</b>	<b>\$6,100.00</b>

**The above quote is based on and contingent upon the following:**

1. That all reservoirs are accessible by vehicle pulling a 16' trailer.
2. If any information provided to us is incorrect or if any problems exist that inhibit our ability to complete the job on a timely schedule, then we will notify you of the problem and reserve the right to add on to the quote based on our estimate of the additional time it will take to complete the work. Time delays are based on \$272 per hour. If this situation arises, you will be notified of the problem prior to our completing the work. This paragraph only applies to any problems that are your responsibility and does not apply to any potential problems that we may encounter with our equipment or with our ability to complete the job.

INSURANCE: SE Diving Services, LLC provides \$1 million in general liability insurance for our mutual protection. Higher limits may be furnished at additional costs.

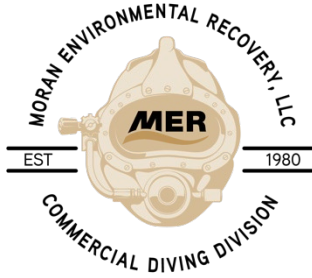
TERMS: Net 10 days upon completion of project. Accounts not paid within twenty (20) days of billing will accrue interest at the maximum legal rate. In the event collection procedures are instituted to secure payment of any debt created hereunder, applicant hereby agrees to pay all costs of collections, including reasonable attorney's fees.

If you find this proposal acceptable and would like to have us perform the work, please sign below and FAX a copy to me.

Sincerely,

Steve Burdsal, Managing Member

\_\_\_\_\_  
Authorized signature



322 C.C. Lowry Drive • Murray, KY 42071  
(270) 753-9654 Phone • (270) 753-0165 Fax  
[www.MERCommercialDiving.com](http://www.MERCommercialDiving.com)

April 5, 2021

Daniel Duke  
City of Cartersville  
237 Allatoona Dam Rd  
Cartersville, GA 30120  
Via email: [dduke@cityofcartersville.org](mailto:dduke@cityofcartersville.org)

**IN RE: 21GABU0054 - Intake and Potable Tank Cleaning and Inspection**

Dear Mr. Duke:

Thank you for contacting MER Commercial Diving Division (MCD) for your underwater needs. Per your conversation with our office, I understand the proposed work to be performed in Cartersville, GA consists of the inspection and cleaning of the following:

- Three ground storage tanks, two of which are 5 million gallons and one that is 3 million gallons.
- Three clear well tanks, that are 2 million, 750,000, and 500,000 gallons in size.
- Raw water intake that consists of (3) different intake levels that have metal grating.

Our pricing for the work assumes the following:

- Our mobilization/demobilization and day rate pricing herein assume that the work will be performed back to back and bringing all gear at once. If separate mobilizations are required or requested, the rates will change accordingly.
- We can park our truck and trailer mounted dive station next to each clear well and ground storage tank.
- We will be permitted to use our submersible hydraulic pumps with environmentally friendly fluid
- We will need a boat to access the raw water intake. Access into the forebay of the dam will be by floating over the existing debris/safety boom without needing to remove it.
- The raw water intake inspection schedule will also need to be coordinated with the Army Corps of Engineers due to it being located at Allatoona Dam.
- Cleaning of the raw water intake will consist of pressure washing the gratings over the intake openings.
- Bolt-on anodes will also be installed on the screens.
- Any operations that pose a safety threat to the diver will be locked out/tagged out as needed for safe entry.
- MCD will use a confined space entry tripod for retrieval in the event of emergency.
- A lift will be provided by the city for the ground storage tanks that no longer have a ladder attached to them.



- The flocculent/sediment can be discharged anywhere from 100-150’ outside the clear well into a sewer manhole or some sort of containment barrier provided by the city.

During the inspection of the potable tanks, MCD will:

- Provide equipment and labor necessary to clean the material from the interior floor of the clear wells.
- Perform by diving, an interior inspection concerned with the following areas as applicable: flocculent accumulation, coating/concrete condition, and corrosion.

MCD does not perform the brief on-site “checklist” inspections that some companies do, but rather spends the time necessary at each site to adequately collect an extensive amount of information regarding each clear well. MCD then incorporates all the information into a comprehensive report in our office, including a video of the interior and an interior written report of the inspections describing the features listed above and noting any unusual findings. MCD will submit one copy of the comprehensive report and one video of the interior inspection. [NOTE: The quality of the underwater portion of the video inspection will be dependent upon the water clarity.]

The following types of items, as applicable, will be visually evaluated:

- **Structure**
  - o Foundation
  - o Ringwall
  - o Erosion and/or Settling
  - o Column Shoes
  - o Anchor Bolts
  - o Tower Members
  - o Riser Pipe
  - o Tank Shell
  - o Exterior Ladder
  - o Safety Climbing Devices
  - o Balcony
  - o Roof
  - o Interior Ladder
  - o Overflow Pipe
  - o Vents
  - o Welds
  - o Bolts
  - o Rivets
  - o Pins
  - o Level Indicator
  - o Leaks
  - o Railings
- **Sanitary Conditions**
  - o Fence
  - o Gate
  - o Locks
  - o Overflow Screen and Flap
  - o Vent Screens
  - o Access Hatch
  - o Access Hatch Lock
  - o Evidence of Foreign Matter (birds, insects, oil, etc.)
  - o Evidence of Vandalism or Trespassing
  - o Sediment Level in Tank
  - o Silt Stop
- **Coating**
  - o Interior Coating Condition
  - o Exterior Coating Condition
  - o Uncoated Concrete Surfaces

MCD will take the following precautions while performing diving operations in the tanks:

- The diver will be in direct communication with outside personnel.
- We will use only ADCI Commercially Certified Divers.
- All gear and equipment entering the tank will be disinfected with at least 200-PPM chlorine concentration prior to entry into the system.

- The dressed diver will be sprayed off with a 200-PPM chlorine concentration before entry into the system

MCD will bring experience and innovation to the job site to solve your toughest underwater problems. We specialize in inland commercial diving and are very familiar with the equipment and methods necessary to perform clear well inspections. Our experience, training, and personnel ensure that we provide the highest standards possible in workmanship and reporting in order to satisfy the most demanding of our customers.

#### **PRICING:**

For the performance of this work, MCD will provide the following crew and equipment for the Daily Rate charge of \$4,300 for up to eight hours per weekday.

**[Note: Our billing is based on an eight-hour minimum per workday.]**

- Four Man Crew (dive supervisor, diver, standby diver, and tender)

Includes:

1. Commercial Dive Gear w/ Full Communications between Diver and Topside Crew
2. Enclosed Dive Trailer
3. Potable Water Dive gear
4. Dive Boat
5. Pressure Washer w/ turtle gear
6. Underwater Video Unit
7. Ordinary Hand Tools
8. Fuel
9. Confined Space Recovery System w/ winches and harness
10. 4" Hydraulic Submersible Pump, Power Unit, and up to 150' of Discharge Hose
11. Crew Per Diem

Charges for hours worked beyond an eight-hour day or for work performed on weekends with the listed level of crew and equipment will be invoiced per the overtime rate of \$690/hour. More details concerning overtime charges are listed in the Terms section of this document.

Additional charges that would apply include:

- Mobilization/Demobilization Charge: \$5,783/round trip for the listed level of crew and equipment.
  - MCD assumes that we will be able to complete the work during one Mobilization/Demobilization. If this is not the case, additional charges will apply.
- In-House Report Preparation (written and/or video): \$92.00/man-hour
- Clerical Time for Dive Plan Preparation and Submittals (if required): \$81.00/man-hour
- Our pricing assumes that we can work consecutive weekdays until the project is completed. Any weekdays that we are unable to work (standby days) will be invoiced per the daily rate listed. MER Commercial Diving Division will invoice for per diem for any non-work weekend days while we are on-site.

**SITE CONDITIONS:**

Any differential pressure that is a danger to the diver must be locked out/tagged out during diving operations. MCD will require free and unrestricted access to the structures while diving operations are taking place. If you or the facility owner are unable to allow MCD full access to the structures and MCD needs to stand-by, additional charges for stand-by time will be invoiced at the listed daily rate. MCD assumes that there is a boat ramp nearby that we can use to launch our dive boat. MCD assumes that we will be able to reach all areas of the structures utilizing our workboat or trailer mounted dive station. Large amounts of debris in the area may limit the extent of our inspection. MCD will need to perform the work during safe and workable conditions. MCD assumes the water depth will not exceed 30 FSW.

**TERMS:**

Crew size and equipment required will be selected based on safety and production requirements. Crew and equipment rates start upon arrival at the site or boat ramp and end when leaving the work site or boat ramp and include time required for setup/teardown of equipment; however, if travel time to/from the hotel exceeds 30 minutes either direction, the rates will start upon departure/arrival to hotel. MCD assumes that all work sites will be readily accessible. Any other work performed and/or personnel and/or equipment requested or needed beyond that listed (if any) would be invoiced per our current Standard Rate Sheet. Materials/consumables (if any) beyond that described will be invoiced at cost + 15%. This price assumes non-union, straight-time labor with no required prevailing wage rates. If we are required to pay prevailing wage rates, our day rate would increase accordingly. Pricing also assumes no bonding requirements.

MCD charges an eight-hour minimum workday. Crew Rates for Christmas or Thanksgiving are double our normal rate. Crew Rates for weekends, New Year's Day, Memorial Day, Fourth of July, or Labor Day are 1-1/2 times our normal rate. Equipment daily rates provided are for use during one shift that is up to eight hours long. Equipment usage during crew overtime is calculated at 1/8 the daily rate per additional hour. For equipment utilized onsite by a dive crew and self-transported, daily rates start as soon as equipment arrives onsite and ends when the equipment leaves the site. For rental equipment or equipment shipped to the jobsite, equipment rates will be invoiced portal to portal.

***Safety Training, Drug Testing, and/or Background Screening:***

Costs for any client required safety training, drug testing, and/or background screening (if any) would be reimbursable to MCD at cost plus 15%. Additionally, time to complete will be considered part of our normal workday or be invoiced at our shop rate if completed in-house.

**City of Cartersville's Responsibilities:**

City of Cartersville will be responsible for providing and/or ensuring:

- The Lock Out/Tag Out of all hazardous energy sources or differential pressure sources.
- Access to the site.
- All required permits or permissions necessary to perform the proposed work.
- Cooperation and coordination with MCD personnel to allow the work to proceed efficiently.
- Construction, removal and/or disposal of all discharge containment area and materials (if required or needed).

**Payment Terms:**

Monthly progress payments with net 30 days upon completion of the job (1½% per month finance charge will be added for payments not made within the specified terms).

This proposal will be good for 30 days and assumes that all work will be performed in 2021.

We appreciate the opportunity to provide you with this pricing. Please keep us in mind when soliciting bids for future work. We look forward to building your trust. If you have any questions regarding this project, our services, capabilities, or experience, please do not hesitate to call my office. Please visit us on-line at [www.MERCommercialDiving.com](http://www.MERCommercialDiving.com).

Sincerely,



Devin Bunnell  
Dive Operations Manager

[END OF DOCUMENT]

THANK YOU FOR CONTACTING MER COMMERCIAL DIVING DIVISION

**NOTICE TO PROCEED**

**RE: 21GABU0054 - Intake and Potable Tank Cleaning and Inspection**

\_\_\_\_\_  
City of Cartersville  
(signature)

\_\_\_\_\_  
MER Commercial Diving Division

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Physical or Email Address for Invoice

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Purchase Order or Work Order Number (Required)

Entity signed above agrees to the terms as listed in pages 1-5 of the quote dated April 5, 2021.

[END OF SIGNATURE PAGE]

## Sidney Forsyth

---

**From:** Daniel Duke  
**Sent:** Friday, April 30, 2021 9:43 AM  
**To:** Sidney Forsyth  
**Subject:** Fwd: [External]RE: quote

Sidney,

This is the updated quote from MER. I am off today so I don't have the other numbers in front of me but I think this still leaves SE as the low bidder.

Daniel

Sent from my iPhone

Begin forwarded message:

**From:** Daniel Duke <d Duke@cityofcartersville.org>  
**Date:** April 29, 2021 at 7:18:03 PM EDT  
**To:** Devin Bunnell <dbunnell@moranenvironmental.com>  
**Subject:** Re: [External]RE: quote

Devin,  
Thanks that is what we need.

Sent from my iPhone

On Apr 29, 2021, at 4:48 PM, Devin Bunnell <dbunnell@moranenvironmental.com> wrote:

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

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Daniel,

Sorry for the delay. This is the estimated time frame is as follows for cleaning and inspection:

Ground Storage Tanks:  
5 Million Gallon: 2 days to clean and inspect.  
5 Million Gallon: 2 days to clean and inspect.  
3 Million Gallon: 1 ½ days to clean and inspect.

Clear Well Tanks  
2 million Gallon: 1 ½ days to clean and inspect.  
750,000 Gallon: 1 day to clean and inspect.  
500,000 Gallon 1 day to clean and inspect.

Raw Water Intake: 1 day to clean and inspect.

Roughly we estimate this could take about 10 days to complete, again this is just an estimate, could be quicker based on what we find in the tanks and also could take longer. I hope this helps let me know if you have any other questions.

Thanks again.

**Devin Bunnell**

*Dive Operations Manager*  
*MER Commercial Diving Division*  
*Murray, KY*  
*270-753-9654*  
[dbunnell@moranenvironmental.com](mailto:dbunnell@moranenvironmental.com)

<image001.png>

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**From:** Daniel Duke <dduke@cityofcartersville.org>  
**Sent:** Monday, April 26, 2021 8:31 AM  
**To:** Devin Bunnell <dbunnell@moranenvironmental.com>  
**Subject:** quote

Devin,  
With regards to your quote for tank cleanout and inspection. Can you please give us a more specific number as to the total cost, your quote says \$4300 per 8 hour day can you estimate the number of days or hours for the job?

*Daniel Duke*  
Water Treatment Plant Superintendent  
City of Cartersville  
Office:678-721-5474  
<image004.png>

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**SuperiorTank**  
COMPANY, INC.

**Post Office Box 1130  
Madisonville, Kentucky 42431**

**Phone: 270/821-1000**

**Email: [hclark@superiortankcompany.com](mailto:hclark@superiortankcompany.com)**

April 15, 2021

Cartersville Water Department  
1448 Walnut Grove Road SE  
Cartersville, GA 30120

ATTN: Mr. Daniel Duke  
PH: 404-821-6637

Dear Mr. Duke:

We would like to thank you for giving us the opportunity to bid your in-service clean-outs.

Regrettably, we will not be able to issue a bid at this time as this method of clean-out is beyond our scope of work. We hope this will not hinder our working relationship in the future and hope you will keep us in mind for any other storage tank projects. If you have any questions or if I can be of further assistance, please do not hesitate to contact me.

For your reference, we are members of **Kentucky Rural Water Association, AWWA - Kentucky/Tennessee Section, American Water Works Association (AWWA), National Fire Protection Association (NFPA), and Steel Structures Painting Council (SSPC).**

We carry **Four Million (\$4,000,000) Dollars of Liability Coverage** (\$2,000,000 general aggregate, \$1,000,000 per occurrence, & \$2,000,000 umbrella policies) for our mutual protection and our workers are covered by **Workmen's Compensation.**

Once again, we apologize that we cannot issue a Bid on this project, but we are looking forward to working with you in the future.

References are available upon request.

Respectfully,  
**Superior Tank Company, Inc.**

Heather Clark  
Corporate Sales Director  
HPC/vdh



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Engineering Services
<b>DEPARTMENT NAME:</b>	Water Department
<b>AGENDA ITEM TITLE:</b>	Gresham Smith Engineering Services Agreement/ Task Order #1
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The Water Department’s ongoing sewer inflow and infiltration (I&amp;I) project has progressed to a point where additional consultation is needed to compile and assess the data that has been, and continues to be gathered.</p> <p>Gresham Smith Engineers was selected to compile and evaluate the data and make recommendations for further information gathering, identify areas of concern, and prioritize repair and replacement projects.</p> <p>As this is the first project with Gresham Smith, it is necessary to execute the standard Engineering Services Agreement to begin work.</p> <p>The attached Task Order No. 1 outlines their data review, report on findings, and recommendations for additional monitoring and focus of City’s efforts to eliminate sewer system inflow and infiltration.</p> <p>I recommend approval of the attached ESA and Task order #1 for Gresham Smith Engineers for \$16,000.00. This is a budgeted item to be paid from 505-3320-54-1328 – Sewer I&amp;I Study and Modeling.</p>
<b>LEGAL:</b>	City Attorney has reviewed and approved the ESA.

**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES  
TASK ORDER EDITION**

**THIS AGREEMENT** is effective as of March 31, 2021 (Effective Date) between City of Cartersville, GA (Owner) and **GRESHAM SMITH** (Engineer). From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement. Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

1.01 Scope:

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, Engineer’s Services, Engineer’s compensation, and all other appropriate matters.

1.02 Task Order Procedure:

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of Compensation for each Task Order. With respect to the scope of Engineer’s services, each specific task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer will provide, or cause to be provided, the services set forth in the Task Order.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

2.01 General:

- A. Owner shall have the responsibilities set forth in Exhibit B, “Owner’s Responsibilities,” and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requiremenets, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items..

- D. Owner shall give prompt written notice to Engineer whenever Owner becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

### ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES

#### 3.01.1 Term:

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of this Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

#### 3.02 Times for Rendering Services:

- A. The Effective Date of the Task Order and the times for performing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- 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.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project or Engineer's Services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

### ARTICLE 4 - INVOICES AND PAYMENTS

- 4.01 Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall

submit its invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.

#### 4.02 Payments:

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. Disputed Invoices: If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity imposes additional sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such additional sales or use taxes, fees, or charges for reimbursement by the Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

### ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity 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 Designing to Construction Cost Limit:

- A. If a Construction Cost limit is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto are as set forth herein.
- B. A bidding or negotiating contingency of five (5) percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost Choose an item. will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.

- E. If the Bidding or Negotiating Phase has not commenced within three months of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services.
- G. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and the specific Task Order and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

5.03 Opinions of Total Project Costs: The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any 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 at the same time and in the same locality. 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. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, 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.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
1. Engineer and Owner shall comply with applicable Laws and regulations.

2. Engineer shall comply with the policies, procedures and instructions that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of each Task Order. Changes after the Effective Date of each Task Order to these Laws and Regulations or to Owner-provided written policies and procedures or the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Certifications: Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain within its services for that Specific Project. 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 signing any such documents.
- G. General Conditions: The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2013 Edition) unless both parties mutually agree in a Task Order to use other general conditions.
- H. Contractor Work Site Safety: Engineer shall not at any time supervise, direct, control, or have authority over any Constructor 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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Contractor Performance: Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Surety: Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Decisions: Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- L. Exclusions: Engineer's services do not include: (1) providing legal advice or representation; (2) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (3) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

M. Compliance: While at the Site, Engineer's employees and representative shall ensure compliance with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Design Without Construction Phase Services: For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase engineering and professional services. In such case, Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering or professional services, except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 Use of Documents:

- A. All Documents prepared by Engineer and its Consultants are instruments of service in respect to this Project, and Engineer and its Consultants shall retain an ownership and property interest therein of their respective documents (including the copyright and the right of reuse at their discretion) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form and signed or sealed by the Engineer or one of its Consultants.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific 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, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.



6.04 Electronic Transmittals:

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- D. If Owner and Engineer intend to transmit through a secure Specific Project website, then Owner and Engineer agree to use Engineer's digital document management software system (Newforma-Infoexchange) 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. The protocols governing such transmissions, shall be as set forth in Digital Modeling Execution Plan. Engineer's fee is based on the use of the Newforma software.

6.05 Insurance:

- A. At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth herein. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Owner shall procure and maintain insurance as set forth herein. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor 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. This insurance shall be primary and non-contributory.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in 6.05 G hereinbelow. Such certificates shall be furnished promptly after the issuance of a Task Order and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from

any of the perils or causes of loss covered by any builder’s risk policy and insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled until a prior written notice pursuant to the policy provisions has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, Owner may request that Engineer or its Consultants, at Owner’s sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Paragraph 6.05 H. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Paragraph 6.05 H will be supplemented to incorporate these requirements.
- H. The insurance required by Paragraph 6.05.A of this Agreement are as follows:
  - 1. By Owner and Engineer:
 

a. Workers’ Compensation:	Statutory
b. Employer’s Liability:	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
c. General Liability:	
Each Occurrence (Bodily Injury/Property Damage):	\$1,000,000
General Aggregate:	\$2,000,000
d. Excess or Umbrella Liability:	
Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000
e. Automobile Liability:	
Combined Single Limit (Bodily Injury/Property Damage)	
Each Accident	\$1,000,000
  - 2. By Engineer only:
    - a. Professional Liability:
 

Each Claim Made	\$1,000,000
Annual Aggregate	\$1,000,000
- I. Additional Insureds
  - 1. The following persons or entities are to be listed on Owner’s general liability and property policies of insurance as additional insureds, as provided in Paragraph 6.05.A: Engineer and Engineer’s Consultants, including, but not limited to, (if none, state none below):  
None.
  - 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner’s general liability and property policies of insurance.

6.06 Suspension and Termination:

- A. Suspension:
1. By Owner: Owner may suspend a Task Order for up to 90 cumulative days upon seven days written notice to Engineer.
  2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order if Engineer's performance has been substantially delayed through no fault of Engineer, Owner has failed to pay Engineer for invoiced services and expenses as set forth herein, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.11.
- B. Termination for Cause – Task Order: The obligation to provide further services under a specific Task Order may be terminated:
1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement through no fault of the terminating party.
  2. By Engineer:
    - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 cumulative days for reasons beyond Engineer's control.
  3. Engineer shall have no liability to Owner on account of such termination.
  4. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06B1.1. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Cause—Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: The terminating party under Paragraph 6.06.B, C and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of 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 C.

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 Successors, Assigns, and Beneficiaries:

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.09.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Contract Documents.

6.10 Claims and Dispute Resolution:

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures herein provided or

exercising their rights under law. If the parties fail to resolve a dispute then either or both may invoke the mediation procedures provided herein.

- B. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as mutually agreed by the parties. 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. 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 Georgia 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 6.10 D.

6.11 Environmental Condition of Site with respect to each Task Order and Specific Project:

- A. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to 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.
- C. It is acknowledged by both parties that Engineer’s scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Project affected thereby until such portion of the Specific Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer’s services under the Specific Task Order, 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 the Task Order for cause on 7 days’ notice.

- F. Owner acknowledges that Engineer is performing professional services. Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.12 Allocation of Risk:

- A. Indemnification by Engineer: 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 costs, losses, and damages arising out of or relating to the Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, employees, or Consultants.
- B. Reserved.
- C. Reserved.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, 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 entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order or a Specific Project. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of this Paragraph, the Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, or any of them, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to any Task Order, any Specific Project or this Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.
- G. Limitation of Liability: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Task Order, a Specific Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors,

partners, employees, agents, or Engineer’s Consultants, or any of them, total compensation received by Engineer under such Task Order.

H. 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, then the Engineer will pay the premium cost to have this item corrected or included, while the Owner will pay the value of the item as if it had been included in the original contract documents. If such premium cost falls within two percent (2%) of the defined construction cost, then such cost shall be the responsibility of the Owner.

6.13 Records Retention: Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer’s services or pertinent to Engineer’s performance under the Task Order. Upon Owner’s request, Engineer shall provide a copy of any such item to Owner at cost.

6.14 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, 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: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. 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.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

F. Applicability to Task Orders: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment of such Specific Project.

G. Non-Exclusive Agreement: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into

similar or different agreements with other owners for the same or contemplated hereunder.

- H. Photographic or Artistic Representations: Engineer shall have the right to include photographic or artistic representations of the design of the project described in each Task Order (“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.

6.15 Special Provisions: Listed as follows or None as stated below:

None.

## ARTICLE 7 - DEFINITIONS

7.01 Defined Terms. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

1. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with a Task Order but which are not included in Basic Services for that Task Order.
2. Agreement – This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
3. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, as specified in the task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order.
4. Change Order – A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
5. Change Proposal – A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
6. Constituent of Concern – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that 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. §§5101 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.; or (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.
7. Construction Contract – The entire and integrated written agreement between Owner and Contractor concerning the Work.



8. Construction Contract Documents – Those items designated as “Contract Documents,” which together with the Construction Contract, and which together comprise the Construction Contract.
9. Construction Contract Price – The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
10. Construction Contract Times – The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
11. Construction Cost – The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
12. Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer’s independent professional associates, consultants; subcontractors; or vendors.
13. Contractor – The entity or individual with which Owner enters into a Construction Contract.
14. Day - The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
15. Documents – Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
16. Drawings – That part of the Construction Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
17. Effective Date – The date indicated in this Agreement and in each Task Order on which each becomes effective, but if no such date is indicated, the date on which this Agreement or a Task Order is signed and delivered by the last of the parties to sign and deliver.
18. Engineer – The individual or entity named as such in this Agreement.
19. Laws and Regulations; Laws or Regulations – Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
20. Owner – The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
21. Record Drawings – Drawings depicting the completed Specific Project or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
22. Resident Project Representative – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field

staff of the RPR. The duties and responsibilities of the RPR will be included as set forth in each Task Order.

23. Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
24. Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
25. Site – Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
26. Specifications – The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative requirements and procedural matters applicable to the Work.
27. Specific Project – The total specific undertaking of to be accomplished for Owner as set forth by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
28. Subcontractor – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
29. Substantial Completion – The time at which the Work (or a specified part thereof) 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 Construction 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.
30. Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
31. Task Order – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer’s compensation, times for performance of services and other relevant information for a Specific Project.
32. Total Project Costs – The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or 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 Specific Project, and the cost of other services to be provided by others to .
33. Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

34. Work Change Directive – A written directive to a Contractor issued on date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion or revision in the Work.

## ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits & Attachments Included:

Exhibit A, Engineer's Services

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative - Not Included

Exhibit E, Notice of Acceptability of Work-- Not Included

Exhibit F, Amendment to Task Order (Form)

Attachment 1, Task Order (Form)

- 8.02 Total Agreement: This Agreement, (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Amendments to Task Orders shall be in writing, based upon the format provided in Exhibit F, "Amendment to Task Order (Form)." An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit F to this Agreement.

- 8.03 Designated Representatives: With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's 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 this Agreement on behalf of the respective party that individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

- 8.04 Engineer's Certifications: Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04: "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution; "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, the Effective Date of which is indicated on page 1.

**OWNER: City of Cartersville, GA**

Designated Representative (8.03)

Meeting: May 6, 2021 Item 19.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**OWNER: City Clerk, City of Cartersville, GA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_

**ENGINEER: GRESHAM SMITH**

Designated Representative (8.03)

By: \_\_\_\_\_

Name: Rebecca J. Lindsay, PE

Title: Peter Oram, Market Vice President

Title: Project Manager

Date: \_\_\_\_\_

Phone: 678.300.9789

Email: rebecca.lindsay@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400, Nashville, TN 37201-2308

**ATTACHMENT 1****TASK ORDER****Task Order No. 1**

In accordance with paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 31, 2021 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- A. Effective Date of Task Order: April 1, 2021
- B. Owner: City of Cartersville, GA
- C. Engineer: Gresham Smith
- D. Specific Project (title): Flow Metering Data Review
- E. Specific Project (description): Review existing flow monitoring data from City's 8 meters. Compile findings and recommendations in a concise technical memorandum. Memorandum to include reflection on inflow/infiltration components and bearing on recommendations. Memorandum to highlight additional metering recommendations for capacity evaluation.

**2. Services of Engineer**

A. The specific services to be provided or furnished by Engineer under this Task Order are: *(Select one of the following 3 options.)*

- set forth in Part 1 – Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- as follows: As described in Paragraph 1 above.
- the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference *(Check all that apply)*:
  - Study and Report Services (Exhibit A, Paragraph A1.01)
  - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
  - Final Design Phase (Exhibit A, Paragraph A1.03)
  - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
  - Construction Phase Services (Exhibit A, Paragraph A1.05)
    - including Resident Project Representative (RPR) services**
    - not including Resident Project Representative (RPR) services**
  - Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
  - Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services – If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement or Exhibit D as modified and attached hereto is expressly incorporated in this Task Order by reference.

C. Designing to a Construction Cost limit – Under this Task Order, Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement of Exhibit D to the

Agreement. Exhibit D is expressly incorporated by reference. The Construction Cost Limit is \$N/A. The bidding or negotiating contingency to be added to the Construction Cost Limit is N/A percent.

D. Other Services – Engineer shall also provide the following services: N/A

**3. Additional Services** – Additional Services that may be authorized or necessary under this Task Order are (select one of the options):

•set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

as follows: N/A

those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: Provide Gresham Smith with historical flow metering and rainfall data, and with GIS geodatabase files including base map data, sanitary sewer data, and locations of flow meters.

**5. Task Order Schedule** – In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish flow monitoring technical memorandum review copies of the Report and other Study and Report Phase deliverables to Owner.	Within 30 days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within 14 days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish updated copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within 14 days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish N/A review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within N/A days of Owner’s authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within N/A days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish N/A copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within N/A days of the receipt of Owner’s comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.

Engineer	Furnish N/A copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within N/A days of Owner’s authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within N/A days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish N/A copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within N/A days of the receipt of Owner’s comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

**5. Payments to Engineer:** The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$16,000	Lump Sum
a. Study and Report Phase (A1.01)	\$ N/A	N/A
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$N/A	N/A
c. Bidding or Negotiating Phase (A1.04)	\$N/A	N/A
d. Construction Phase (A1.05)*	\$N/A	N/A
e. Resident Project Representative Services* (A1.05.A.2).	\$N/A	N/A
f. Post-Construction Phase (A1.06)	\$N/A	N/A
g. Commissioning Phase (A1.07)	\$N/A	N/A
h. Other Services (see A1.08, and 2.D above)	\$N/A	N/A
<b>TOTAL COMPENSATION (lines 1.a-h)</b>	\$16,000	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	N/A

\*Based on a N/A-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

**6. Consultants retained as of the Effective Date of this Task Order:**

None

**7. Other Modifications to Agreement:**

None

**8. Attachments:**

None

**9. Documents Incorporated by Reference:**

None



**10. Terms and Conditions:** Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated herein by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is April 5, 2021.

**OWNER: City of Cartersville, GA**

Designated Representative (8.03)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENGINEER: GRESHAM SMITH**

Designated Representative (8.03)

By: \_\_\_\_\_

Name: Rebecca J. Lindsay

Title: Market Vice President

Title: Project Manager

Date: \_\_\_\_\_

Phone: 678.300.9789

Email: rebecca.lindsay@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400  
Nashville, TN 37201-2308



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	May 20, 2021
<b>SUBCATEGORY:</b>	Monthly Financial Report
<b>DEPARTMENT NAME:</b>	Finance
<b>AGENDA ITEM TITLE:</b>	March 2021 Financial Report
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Attached are the financial reports for March 2021.
<b>LEGAL:</b>	None

**MONTHLY SUMMARY**  
As of March 31, 2021

	FY 2019-20	FY 2020-21	FY 2019-20	FY 2020-21	100.00% OF BUDGET (Year to Date)
	MONTH OF March-20	MONTH OF March-21	Year to Date March-20	Year to Date March-21	
<b>GENERAL FUND</b> <i>excluding SPCLOST, DDA &amp; School System Property Tax Revenue &amp; Expenditures</i>					
REVENUE	\$1,590,475	\$2,026,998	\$23,505,151	\$22,670,997	86.17%
EXPENDITURE	\$1,844,869	\$1,912,302	\$19,970,451	\$19,254,042	73.18%
Gen. Fund Net Profit (Loss)	<b>(\$254,394)</b>	<b>\$114,696</b>	<b>\$3,534,700</b>	<b>\$3,416,955</b>	
<b>WATER &amp; SEWER</b>					
REVENUE	\$1,674,134	\$1,766,700	\$17,749,779	\$17,259,593	41.58%
EXPENDITURE	\$1,849,365	\$2,277,040	\$23,184,919	\$23,674,806	57.04%
Wtr. & Swr. Fund Net Profit (Loss)	<b>(\$175,231)</b>	<b>(\$510,340)</b>	<b>(\$5,435,140)</b>	<b>(\$6,415,213)</b>	
<i>As of March 31, 2021, a total of \$13,132,854 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
<b>GAS</b>					
REVENUE	\$2,462,805	\$3,080,905	\$18,832,405	\$18,762,297	71.85%
EXPENDITURES	\$1,496,862	\$2,112,244	\$15,126,995	\$16,184,395	61.97%
Gas Fund Net Profit (Loss)	<b>\$965,943</b>	<b>\$968,661</b>	<b>\$3,705,410</b>	<b>\$2,577,902</b>	
<b>ELECTRIC</b>					
REVENUE	\$3,536,832	\$3,591,911	\$36,663,387	\$35,943,330	73.73%
EXPENDITURES	\$3,726,561	\$4,157,398	\$34,264,779	\$35,591,858	73.01%
Electric Fund Net Profit (Loss)	<b>(\$189,729)</b>	<b>(\$565,487)</b>	<b>\$2,398,608</b>	<b>\$351,472</b>	
<b>STORMWATER</b>					
REVENUE	\$127,339	\$130,858	\$1,230,879	\$1,156,817	72.53%
EXPENDITURE	\$99,398	\$138,934	\$1,121,371	\$1,212,275	76.00%
Stormwater Fund Net Profit (Loss)	<b>\$27,941</b>	<b>(\$8,076)</b>	<b>\$109,508</b>	<b>(\$55,458)</b>	
<b>SOLID WASTE</b>					
REVENUE	\$250,539	\$241,730	\$2,475,968	\$2,215,732	70.04%
EXPENDITURE	\$200,469	\$232,424	\$2,266,244	\$2,170,600	68.61%
Solid Waste Fund Net Profit (Loss)	<b>\$50,070</b>	<b>\$9,306</b>	<b>\$209,724</b>	<b>\$45,132</b>	
<b>FIBER OPTICS</b>					
REVENUE	\$199,693	\$207,990	\$1,765,885	\$1,789,214	76.07%
EXPENDITURE	\$158,997	\$224,139	\$1,383,196	\$1,492,444	63.45%
Fiber Fund Net Profit (Loss)	<b>\$40,696</b>	<b>(\$16,149)</b>	<b>\$382,689</b>	<b>\$296,770</b>	

	Description	3/31/2021	FY 2021 Budget	% of Monthly Totals to Budget
<b>General Fund</b>	<b>Total Revenues</b>	<b>\$22,670,998</b>	<b>\$26,310,555</b>	<b>86.17%</b>
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$4,228,962	\$4,112,040	102.84%
	Local Option Sales Tax (LOST)	\$3,309,999	\$3,720,000	88.98%
	Other Taxes	\$7,172,936	\$8,479,415	84.59%
	Building Permit & Inspection Fees	\$228,731	\$350,000	65.35%
	Fines and Forfeitures	\$133,704	\$300,000	44.57%
	Indirect Federal Govt Grant Rev (CAF)	\$1,139,086	\$0	#DIV/0!
	Operating Transfers In-City Utilities	\$2,589,169	\$3,559,675	72.74%
	Other Revenues	\$3,868,411	\$5,254,980	73.61%
	Use of Reserves	\$0	\$534,445	0.00%
	<b>Total Expenditures</b>	<b>\$19,254,042</b>	<b>\$26,310,555</b>	<b>73.18%</b>
	Personnel Expenses	\$13,977,667	\$18,363,075	76.12%
	Operating Expenses	\$4,761,110	\$7,317,780	65.06%
	Capital Expenses	\$173,490	\$174,000	99.71%
	GO Bond Proceeds from School		\$0	#DIV/0!
	Debt Pymt - JDA/CBA		\$0	#DIV/0!
	Library Appropriations	\$341,775	\$455,700	75.00%
	<b>Water &amp; Sewer Fund</b>	<b>Total Revenues</b>	<b>\$17,259,593</b>	<b>\$41,505,895</b>
Water Sales		\$10,493,761	\$11,325,000	92.66%
Sewer Sales		\$5,940,833	\$6,470,165	91.82%
Bond Proceeds			\$0	#DIV/0!
Use of Reserves			\$22,525,000	0.00%
Prior Year Capacity Fees			\$550,000	0.00%
Other Revenues		\$824,999	\$635,730	129.77%
<b>Total Expenditures</b>		<b>\$23,674,806</b>	<b>\$41,505,895</b>	<b>57.04%</b>
Personnel Expenses		\$3,060,990	\$4,107,855	74.52%
Operating Expenses		\$2,673,913	\$4,964,740	53.86%
Capital Expenses		\$293,623	\$4,120,000	7.13%
Capital Expenses (Bond Funds)	\$13,132,854	\$22,525,000	58.30%	
Transfer To General Fund	\$1,630,433	\$2,170,705	75.11%	
Debt Payments	\$2,882,993	\$3,617,595	79.69%	
<b>Gas Fund</b>	<b>Total Revenues</b>	<b>\$18,762,297</b>	<b>\$26,114,640</b>	<b>71.85%</b>
	Gas Sales	\$16,888,503	\$23,959,715	70.49%
	Gas Commodity Charge	\$1,115,260	\$1,481,255	75.29%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$61,523	\$0	#DIV/0!
	Other Revenues	\$697,011	\$612,260	113.84%
	Use of Reserves	\$0	\$61,410	0.00%
	Use of Borrowed Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$16,184,395</b>	<b>\$26,114,640</b>	<b>61.97%</b>
	Personnel Expenses	\$1,764,805	\$2,426,775	72.72%
Operating Expenses	\$910,438	\$1,797,440	50.65%	
Purchase of Natural Gas	\$9,801,993	\$16,076,325	60.97%	
Transfer to General Fund	\$2,406,078	\$3,208,105	75.00%	
Debt Service	\$464,740	\$775,765	59.91%	
Capital Expenses	\$836,341	\$1,830,230	45.70%	

	Description	3/31/2021	FY 2021 Budget	% of Monthly Totals to Budget
<b>Electric Fund</b>	<b>Total Revenues</b>	<b>\$35,943,330</b>	<b>\$48,746,650</b>	<b>73.73%</b>
	Electric Sales	\$34,527,565	\$47,222,600	73.12%
	Other Revenues	\$1,415,765	\$1,524,050	92.89%
	<b>Total Expenses</b>	<b>\$35,591,859</b>	<b>\$48,746,650</b>	<b>73.01%</b>
	Personnel Expenses	\$2,008,155	\$2,525,705	79.51%
	Operating Expenses	\$1,050,240	\$1,623,775	64.68%
	Purchase of Electricity	\$29,623,433	\$40,367,945	73.38%
	Capital Expenses	\$809,674	\$1,428,750	56.67%
	Transfer to General Fund	\$2,100,357	\$2,800,475	75.00%
	<b>Stormwater Fund</b>	<b>Total Revenues</b>	<b>\$1,156,817</b>	<b>\$1,595,000</b>
Stormwater Revenues		\$1,142,266	\$1,514,000	75.45%
Mitigation Grant Revenue		\$0	\$0	#DIV/0!
Other Revenues		\$14,551	\$81,000	17.96%
Proceeds from Capital Leases		\$0	\$0	#DIV/0!
Use of Reserves		\$0	\$0	#DIV/0!
Stormwater Improvement Funds		\$0	\$0	#DIV/0!
<b>Total Expenses</b>		<b>\$1,212,275</b>	<b>\$1,595,000</b>	<b>76.00%</b>
Personnel Expenses		\$632,207	\$767,100	82.42%
Operating Expenses		\$490,533	\$652,245	75.21%
Capital Expenses	\$89,535	\$175,655	50.97%	
<b>Solid Waste Fund</b>	<b>Total Revenues</b>	<b>\$2,215,732</b>	<b>\$3,163,700</b>	<b>70.04%</b>
	Refuse Collections Revenues	\$2,176,949	\$2,833,200	76.84%
	Other Revenues	\$38,783	\$50,500	76.80%
	Proceeds From Capital Leases	\$0	\$280,000	0.00%
	<b>Total Expenses</b>	<b>\$2,170,600</b>	<b>\$3,163,700</b>	<b>68.61%</b>
	Personnel Expenses	\$1,046,646	\$1,322,515	79.14%
Operating Expenses	\$1,123,954	\$1,561,185	71.99%	
Capital Expenses	\$0	\$280,000	0.00%	
<b>Fiber Optics Fund</b>	<b>Total Revenues</b>	<b>\$1,789,215</b>	<b>\$2,352,000</b>	<b>76.07%</b>
	Fiber Optics Revenues	\$1,667,900	\$2,152,800	77.48%
	GIS Revenues	\$84,125	\$113,200	74.32%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$37,190	\$86,000	43.24%
	<b>Total Expenses</b>	<b>\$1,492,445</b>	<b>\$2,352,000</b>	<b>63.45%</b>
	Personnel Expenses	\$555,512	\$737,550	75.32%
	Operating Expenses	\$656,280	\$829,730	79.10%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$11,214	\$15,370	0.00%
Capital Expenses	\$161,115	\$624,920	25.78%	
ransfers to General Fund	\$108,324	\$144,430	75.00%	

Cash Position	6/30/20	7/31/20	8/31/20	9/30/20	10/31/20	11/30/20	12/31/20
Total Unrestricted Cash Balance	\$53,624,417.25	\$48,916,507.41	\$48,878,872.47	\$50,072,976.06	\$49,682,980.58	\$50,738,291.41	\$47,152,786.49
Total Restricted Cash Balance	\$165,806,299.30	\$168,825,765.07	\$170,837,202.05	\$170,652,774.47	\$170,998,785.56	\$176,946,659.27	\$179,697,552.37
Cash Position		1/31/21	2/28/21	3/31/21	4/30/21	5/31/21	6/30/21
Total Unrestricted Cash Balance		\$49,383,079.28	\$51,001,134.82	\$51,288,999.11			
Total Restricted Cash Balance		\$179,955,362.84	\$180,098,522.14	\$181,606,555.49			

Highlights for the Month of March 2021:  
 Unrestricted cash increased due to increases in the Grant, Gas, Fiber, and Solid Waste funds.

Restricted cash increased due to increases in the DEA, Hotel-Motel Tax, Motor Vehicle Tax, SPLOST 20903, SPLOST 2020, Water Debt Service, and Pension Funds.

SPLOST Account Balances	
SPLOST 2003	\$44,953.49
SPLOST 2014	\$532,680.43
SPLOST 2020	\$2,145,964.37