



**CARTERSVILLE  
CITY COUNCIL MEETING**  
Council Chambers, Third Floor of City Hall  
Thursday, February 16, 2023 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.](#) February 2, 2023 Council Meeting Minutes

**SECOND READING OF ORDINANCES**

- [2.](#) Schedule of Charges Update

**CONTRACTS/AGREEMENTS**

- [3.](#) Contract for Sale of 178 W. Main Street Property

**RESOLUTIONS**

- [4.](#) Authorized Representative for Settlement Purposes

**ENGINEERING SERVICES**

- [5.](#) Wastewater Capacity Evaluation
- [6.](#) Westside Feeder Main Engineering

## **BID AWARD/PURCHASES**

- [7.](#) WPCP Primary Gate Actuator
- [8.](#) 8-Inch Valve Purchase

## **MONTHLY FINANCIAL STATEMENT**

- [9.](#) December 2022 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>	February 16, 2023
<b>SUBCATEGORY:</b>	Council Meeting Minutes
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	February 2, 2023 Council Meeting Minutes
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Council Minutes from February 2, 2023, have been uploaded for your review and approval.
<b>LEGAL:</b>	NA

City Council Meeting  
10 N. Public Square  
February 2, 2023  
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.

Mayor Santini closed Work Session at 6:13 P.M.

**OPENING MEETING**

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

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member 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. January 19, 2023, Council Meeting Minutes**

Council Member Fox made a motion to approve the January 19, 2023, Meeting Minutes. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 5-0

**APPOINTMENTS**

**2. Appointment of Board Members**

Lillie Read, Downtown Development Authority Director, stated the DDA Board would like to recommend the following candidates for appointment to the board beginning in February.

- Jayson Fredrick (replacing Jennifer Smith) term ending 2/18/2027.
- Lara Jeanneret (replacing Carson McCrary) term ending 2/18/2027.

Council Member Fox made a motion to approve the board member appointments. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

**3. Convention and Visitors Bureau Board**

Dan Porta, City Manager, stated two members of the Convention and Visitors Bureau board, Jennifer Wiggins Matthews and David Friederich, would like to continue serving. If reappointed, their new terms would expire December 31, 2026.

Council Member Cooley made a motion to approve the board member appointments. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**RESOLUTIONS**

**4. Updated Joint Bartow County Comprehensive Plan**

Randy Mannino, Planning and Development Director, stated that Cartersville’s Comprehensive plan is part of the overall Bartow County Joint Comprehensive Plan, including all of its incorporated cities. The Georgia Department of Community Affairs Planning Standards necessitated a 5-year update for Bartow County. Cartersville participated in said update and has also incorporated the updated Capital Improvements Element adopted by the City at our January 19th Council meeting. We additionally participated in the joint public hearing held on December 14th, 2022 at the Bartow County Courthouse. Though we have already received our “Qualified Local Government” status from the State, this resolution is necessary to finalize the overall Bartow County Joint Comprehensive Plan.

Council Member Fox made a motion to approve the Updated Joint Bartow County Comprehensive Plan. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

RESOLUTION 03-23

A RESOLUTION  
TO ADOPT THE

**Bartow County Joint Comprehensive Plan (2023-2027): Including the Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville, and White**

**Whereas**, the Georgia Planning Act of 1989 requires local governments to develop and maintain a comprehensive plan to retain their Qualified Local Government status and eligibility for State permits, grants, and loans; and

**Whereas**, the *Bartow County Joint Comprehensive Plan (2023-2027): Including the Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville, and White* is now complete; and

**Whereas**, such **Joint Comprehensive Plan Update** is approved by the Georgia Department of Community Affairs as meeting Georgia’s Minimum Planning Standards and Procedures (effective October 1, 2018); and

**Whereas**, the second and final public hearing on the draft plan was held on December 14, 2022 at the Bartow County Courthouse at 10:00 am.

**Now Therefore Be It Resolved**, that the Mayor and Council of the City of Cartersville, Georgia hereby officially adopts the *Bartow County Joint Comprehensive Plan (2023-2027): Including the Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville, and White*.

**Resolved**, this 2<sup>nd</sup> day of February 2023.

BY:   
 Matt Santini  
 Mayor, City of Cartersville

ATTEST:   
 Julia Drake, City Clerk  
 City of Cartersville



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

**5. T23-01: City of Cartersville**

Mr. Mannino stated this text amendment to Chapter 26, Zoning, Article XIV, Business Park Overlay District, is to increase the height of allowed buildings from 50ft to 75ft. and to correct a conflict in the language for required parking lot landscape islands. Planning Commission recommended approval 5-0.

Mayor Santini opened the public hearing. With no one to come forward to speak for or against the request, the public hearing was closed.

Council Member Roth made a motion to approve T23-01. Council Member Fox seconded

the motion. Motion carried unanimously. Vote: 5-0

**Ordinance No. 01-23**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 – ZONING, ARTICLE XIV. – BUSINESS PARK OVERLAY DISTRICT, SEC. 14-3. – GENERAL AREA, HEIGHT AND SETBACK REGULATIONS. The provision regarding “Maximum building height” is hereby deleted in its entirety and replaced as follows:

1.

Sec. 14-3. General area, height and setback regulations.

*Maximum building height (see below): 75 feet*

2.

All other existing provisions of Sec. 14-3 not changed herein, shall remain as is.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered 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: January 19, 2023  
SECOND READING: February 2, 2023

ATTEST:   
JULIA DRAKE, CITY CLERK

  
MATTHEW J. SANTINI, MAYOR



Ordinance no. 02-23

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 26 – ZONING, ARTICLE XIV. – BUSINESS PARK OVERLAY DISTRICT, SEC. 14-7. – LANDSCAPING REQUIREMENTS, SECTION B. *Parking lot interior island design* is hereby deleted in its entirety and replaced as follows:

1.

Sec. 14-7. Landscaping requirements.

B. *Parking lot interior island design.* One (1) tree required per island having no branches maintained below five (5) feet in height for visibility. The remainder of the island shall be adequately landscaped with shrubs and ground cover with a height of no more than three (3) feet at maturity. Islands may contain no curbs, elevated curbs, or depressed curbs.

2.

All other existing provisions of Sec. 14-7 not changed herein, shall remain as is.

3.

It is the intention of the city council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered 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: January 19, 2023  
SECOND READING: February 2, 2023

ATTEST:   
JULIA DRAKE, CITY CLERK

  
MATTHEW J. SANTINI, MAYOR



**SECOND READING OF ORDINANCES**

**6. Downtown Entertainment Zone Ordinance – Pub Crawl Cups**

Ms. Read stated the DDA is requesting a change to the DEZ Ordinance to include the use of authorized Pub Crawl cups within the district during the events dates only.

Alcohol Control Board approved the use of authorized Pub Crawl cups within the district during the events dates only. Vote 4-0.

DDA Board and staff recommend approval.

Council Member Fox made a motion to approve Downtown Entertainment Zone Ordinance – Pub Crawl Cups. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 5-0



**Ordinance no. 03-23**

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 4 – ALCOHOL BEVERAGES, ARTICLE II. - LICENSING REQUIREMENTS, DIVISION 4. PREMISES RESTRICTIONS, SECTION 4-106 CONSUMPTION ON OTHER PUBLIC PLACES is amended by deleting section (f)(4) only and replacing the same as indicated below.

1.

Sec. 4-106. - Consumption in other public places.

(f) Downtown Entertainment Zone:

- (4) Drinking alcoholic beverages from a can, bottle, glass, or non-approved disposable plastic cup off-premises is prohibited. The use of silicone Pub Crawl cups are permitted during authorized event dates only and only by authorized ticket holders.

2.

All other existing provisions of Sec. 4-106 not changed herein, shall remain as is.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered 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: January 19, 2023  
SECOND READING: February 2, 2023

ATTEST:   
JULIA DRAKE, CITY CLERK

  
MATTHEW J. SANTINI, MAYOR



**7. Downtown Entertainment Zone – Service Times**

Ms. Read stated the DDA is requesting a change to the DEZ Ordinance to expand the service times of the DEZ to Monday-Saturday during 11:00 am – 10:00pm, excluding Sunday.

Alcohol Control Board denied the expansion of the service times of the DEZ to Monday - Saturday during regular service hours, excluding Sunday. Vote 4-0.

Council Member Stepp made a motion to deny the Downtown Entertainment Zone Ordinance – Service Times. Council Member Roth seconded the motion. Motion carried with Mayor Santini voting Vote: 4-2 with Council Member Fox and Wren in opposition of the denial.

**8. Downtown Entertainment Zone Ordinance – Map Expansion**

Ms. Read stated The DDA is requesting a change to the DEZ Ordinance to expand the map west on Main Street to Noble Street and to expand the map east on Cherokee Avenue to Stonewall Street.

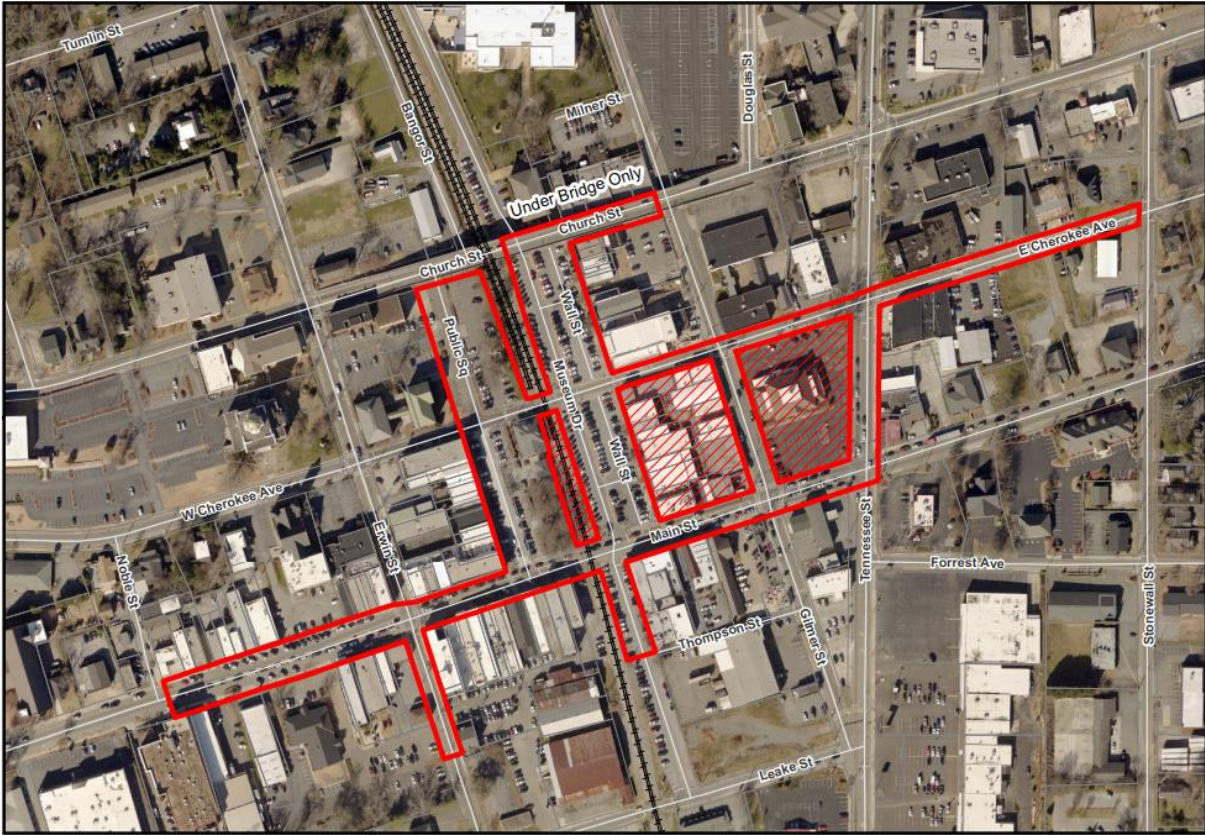
Alcohol Control Board denied the request to expand the map west on Main Street to Noble Street and to expand the map east on Cherokee Avenue to Stonewall Street. Vote 2-2.

Council Member Wren made a motion to approve Downtown Entertainment Zone Ordinance – Map Expansion. Council Member /fox seconded the motion.

Council Member Roth made a motion to amend the approval to only include the expansion to Noble St and to deny the expansion to Stonewall. With no second, motion failed.

Continuing with the original motion, motion passed. Vote: 4-1 with Council Member Roth opposing.

**Downtown Entertainment Zone**



February 3, 2023

**Ordinance no. 05-23**

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 4 – ALCOHOL BEVERAGES, ARTICLE I, – IN GENERAL, DIVISION 1. GENERALLY, SECTION 4-1 DEFINITIONS is amended by deleting the definition of Downtown Entertainment Zone and replacing the same as indicated below.

1.

Sec. 4-1. – Definitions.

*Downtown entertainment zone* means and includes the following area as delineated on the map dated \_\_\_\_\_ and entitled "Downtown Entertainment Zone" incorporated herein below:

[INSERT NEW MAP]

2.

All other existing provisions of Sec. 4-1 not changed herein, shall remain as is.

3.

It is the intention of the city council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered 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: January 19, 2023

SECOND READING: February 2, 2023

ATTEST:   
JULIA DRAKE, CITY CLERK

  
MATTHEW J. SANTINI, MAYOR



**9. Schedule of Charges Update**

Freddy Morgan, Assistant City Manager, stated a request to remove advance payment requirements for the City of Cartersville School System, City of Cartersville, or Bartow County (a)(14) h.

This was a first reading and will be voted on at the February 16, 2023 City Council Meeting.

**CONTRACTS/AGREEMENTS**

**10. Amendment to Intergovernmental Agreement for Cartersville Farmers Market**

Mr. Porta stated the City of Cartersville, along with the CVB and Bartow County, have shared in the salary cost for the Farmers Market Coordinator and have agreed to increase each of their contributions from \$5,000 to \$7,000 annually.

Council Member Roth made a motion to approve the Amendment to Intergovernmental Agreement for Cartersville Farmers Market. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

### **11. Sublease Renewal for the Welcome Center**

Mr. Morgan stated the DDA requests to renew the sublease of space in the Welcome Center to Cartersville Outfitters, a locally owned retail shop.

Council Member Roth made a motion to approve the Sublease Renewal for the Welcome Center. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

### **12. Updated Architectural and Engineering Services Costs**

Mr. Morgan stated this is the updated professional services fee schedule between the City and CPL based on the Guaranteed Maximum Pricing (GMP) provided by Reeves Young for the Water department administrative complex. These fee percentages were in the original agreement approved at the February 17, 2022, Council meeting.

Council Member Cooley made a motion to approve the Updated Architectural and Engineering Services Costs. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0

### **13. Guaranteed Maximum Price (GMP) from Reeves Young**

Mr. Morgan stated the GMP is provided by Reeves Young for the Water department administrative complex. We are seeking approval of the \$11,910,419 GMP plus a \$600,000 contingency (site work) for a total of \$12,510,419 to be paid from Water department reserves.

Council Member Cooley made a motion to approve the Guaranteed Maximum Price (GMP) from Reeves Young. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

## **BID AWARD/PURCHASES**

### **14. Pension Fund Investment Advisor Quarterly Invoice**

Mr. Morgan stated Segal Marco Advisors has submitted their quarterly invoice. This invoice is budgeted and paid from the Pension fund account in the amount of \$18,000.00. It is recommended for approval.

Council Member Cooley made a motion to approve Pension Fund Investment Advisor Quarterly Invoice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**15. Everbridge Annual Costs**

Logan Bagley, Public Relations and Communications Manager, stated the Everbridge invoice representing the annual cost for this service which totals to \$10,190.60. This budgeted purchase is recommended to Council for payment.

Council Member Roth made a motion to approve Everbridge Annual Costs. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**16. Water Meters for Stock**

Sidney Forsyth, Water Department Director, stated the attached quote is for one pallet of ¾” Sensus iPerl meters plus ancillary metering equipment from the sole source supplier, Kendall Supply for \$36,870.60. These are the same meters and equipment being installed in the AMI project. This represents between 4-6 month’s supply at present. The items are all in stock and available for immediate delivery. Approval to purchase the meters were recommended. This is a budgeted item to be paid from account #505.3320.52.2390.

Council Member Roth made a motion to approve Water Meters for Stock. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**17. Duo MFA Support Renewal**

Steven Grier, FiberCom Director, stated approval was recommended to pay \$10,552.60 to CDWG for annual support of our Cisco 2 factor authentication system. This system is used on all city computers and servers for added login security. This is a budgeted item.

Council Member Wren made a motion to approve Duo MFA Support Renewal. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**18. Fiber Pathway Installation**

Mr. Grier stated this item is for the construction and installation of a fiber pathway to be built to 3 spec buildings near Hillview Ave. and Apex Dr. The total amount is \$17,339.75 from NCI. This is not a budgeted item but will be funded with the 2020 SPLOST. Approval was recommended.

Council Member Fox made a motion to approve Fiber Pathway Installation. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

Council Member Wren made a motion to add two (2) items to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

**19. Purchase of Power DMS**

Frank McCann, Police Chief, stated approval was requested for the renewed subscription of Power DMS, which is a database used to organize our training, state certification, field training, and CALEA files. This database saves manpower hours and makes us more efficient and effective. The yearly subscription cost for this database is now \$9,942.60. This is a

budgeted purchased and will be paid for utilizing federal asset forfeiture funds and the e-save and e-verify documents are on file.

Council Member Wren made a motion to approve Purchase of Power DMS. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

## **GRANT APPLICATION/ACCEPTANCE**

### **20. FY 2023 GEMA Homeland Security Grant Program Funding**

Mr. McCann stated approval was requested to apply for a GEMA Homeland Security Grant (FY 2023) to purchase a total of 10 Ballistic Shields, six (6) 24” x 36” portable shields and four (4) 70’ x 31” Level IV Portable Response Barriers, and 10 fully equipped optics/flash suppressors/rail lights Daniel Defense MK18, 5.56 caliber tactical rifles.

The portable response barrier shields are critical to active shooter response at any large structure(s), specifically the City of Cartersville School buildings. The smaller shields will be deployed daily by members of the Uniformed Patrol Division, Criminal Investigations Division and Drug Task Force. The tactical rifles will be issued to members of the Cartersville Police Department’s Tactical Team.

The total cost of these ballistic shields is \$61,564.00 and the total cost of the rifles is \$32,270.00.

Council Member Wren made a motion to approve FY 2023 GEMA Homeland Security Grant Program Funding. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

## **ADDED ITEMS**

### **21. Polco Citizen Survey**

Mr. Porta stated this invoice was for the citizen survey in the amount of \$ 24,800 and was recommended for approval.

Council Member Cooley made a motion to approve the Polco Invoice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

### **22. Shri Parshva Sewer Easement**

Keith Lovell, Assistant City Attorney stated it was recommended to enter into the agreement for the sewer easement.

Council Member Wren made a motion to approve the Sewer Easement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Mayor Santini asked if there was any other business that needed to come before Council.

Rayburn Taylor, 414 W Main St., came forward and stated that the Cartersville Public Library was proposing a patio addition for events. Mr. Taylor strongly stated he was in opposition of this addition as it would affect his property.

**ADJOURNMENT**

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

Meeting Adjourned at 7:37 P.M.

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	February 16, 2023
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Schedule of Charges Update
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<ol style="list-style-type: none"><li>1. A request to remove advance payment requirements for the City of Cartersville School System, City of Cartersville, or Bartow County (a)(14)h.</li><li>2. Remove the fee amount from (a)(14)i. and end the sentence after ... will be charged a flat convenience fee.</li></ol>
<b>LEGAL:</b>	Reviewed and updated by Archer & Lovell



**Ordinance no. \_\_\_\_\_**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE II. - RATES, CHARGES, BILLING AND COLLECTION PROCEDURES. Sec. 24-21. - Schedule of charges, etc. paragraph (a)(14)h and (a)(14)i. are hereby amended by deleting said paragraphs in their entirety and replacing them as listed below:

1.

Sec. 24-21. Schedule of charges, etc.

(a)(14).

- h. Commercial, industrial, and governmental customers will be required to pay an advance payment of two (2) times their average estimated monthly utility bill, prior to service being connected or provide an insurance bond or letter of credit renewed annually to the city which provides for immediate payment upon notification by the city. Advance payments are not required for the City of Cartersville School System, City of Cartersville, or Bartow County.

\_\_\_\_\_ (a)(14).

- i. City customers who pay for utility bills and other utility invoices with a credit or debit card will be charged a flat convenience fee.

2.

All other existing provisions of Sec. 24-21. not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
MATTHEW J. SANTINI, MAYOR

ATTEST: \_\_\_\_\_  
JULIA DRAKE, CITY CLERK



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	February 16, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Contract for Sale of 178 W. Main Street Property
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The City of Cartersville released an RFP on October 11, 2021 for the property at 178 West Main Street, Cartersville, Georgia. The City received two (2) proposals. The proposals were from:</p> <ol style="list-style-type: none"> <li>1. McWhorter Capital Partners</li> <li>2. Womack Custom Homes</li> </ol> <p>After a recommendation from the rating committee, the Council voted to move forward with McWhorter Capital Partners. After their due diligence process, McWhorter chose to opt out of their agreement and forfeited their escrow money.</p> <p>Womack Custom Homes and JB Henderson Properties, Inc. were then contacted to gauge their interest in moving forward with the project. At the October 20, 2022 meeting, Council authorized staff to enter negotiations with Womack Custom Homes and JB Henderson Properties, Inc. The negotiated contract with JB Henderson Properties, Incorporated is presented for your consideration.</p>
<b>LEGAL:</b>	Reviewed by Archer & Lovell

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

178 W MAIN STREET  
CARTERSVILLE, GEORGIA

CITY OF CARTERSVILLE (“Seller”)

and

JB HENDERSON PROPERTIES, INC. (“Buyer”)

This Commercial Real Estate Purchase and Sale Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023 (“Agreement Date”), by and between:

A business entity known as **JB HENDERSON PROPERTIES, INC.** ("Buyer") with a mailing address of 4 Howard Heights, Cartersville, Georgia, 30120.

**AND**

An entity known as **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia ("Seller") with a mailing address of 1 N. Erwin Street, PO Box 1390, Cartersville, Georgia, 30120.

**RECITALS**

**WHEREAS**, Seller owns real property and improvements located at 178 West Main Street, Cartersville, Georgia 30120, altogether as more particularly described on **Exhibit “A”** (the “Property”); and

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property on the terms and conditions contained in this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**I. PROPERTY TO BE SOLD.** Subject to the terms and provisions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions of this Agreement:

**a.) Legal Description.** All of the land described in **Exhibit “A”** attached hereto, together with all privileges, rights, easements and appurtenances belonging to such land, including without limitation, all right, title and interest (if any) of Seller in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land and all right, title and interest (if any) of Seller in all mineral and development rights appurtenant to such land (collectively, the “Land”);

**b.) Improvements.** All buildings, structures and other improvements and all of Seller’s right, title and interest, if any, in all fixtures, systems and facilities located on the Land (the “Improvements”); and,

**d.) Intangible Property.** All of Seller’s right, title and interest, if any, in all intangible assets of any nature relating to the Land or the Improvements, including, without limitation, all of Seller’s right, title, and interest in all (i) warranties and guaranties relating to the Improvements in the possession or control of Seller, (ii) all use, occupancy, building and operating licenses, permits, approvals, and development rights and (iii) all plans

and specifications related to the Land and Improvements, in each case to the extent that Seller may legally transfer the same (the "Intangible Property").

**e.) Property.** The Land and Improvements are hereinafter sometimes referred to collectively as the "Real Property," and the Real Property, Leases, Tenant Deposits and Intangible Property are hereinafter sometimes referred to collectively as the "Property."

**II. PURCHASE PRICE.** The Buyer agrees to purchase the Property by payment of **\$550,000.00** as follows:

**All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3<sup>rd</sup>) party documentation verifying sufficient funds to close no later than Noon, March 1, 2023. Seller shall have five (5) Calendar Days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

**III. EARNEST MONEY.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$10,000.00 as consideration within ten (10) business days of the execution of this Agreement ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and is non-refundable. Any Earnest Money accepted shall be required to be placed in a separate trust or escrow account in accordance with State law. The Earnest Money shall be held by Tilley Deems & Trotter, LLC ("Escrow Agent").

**IV. DUE DILIGENCE PERIOD.** Buyer shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Buyer determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both Parties. Buyer shall have a period (the "**Due Diligence Period**") of ninety (90) days from the date hereof in which to conduct due diligence with respect to the Purchased Assets and to enter upon and make such studies, appraisals, tests and/or inspections of the Purchased Assets, including environmental inspections, at Buyer's sole cost and expense, as Buyer deems necessary or appropriate. Buyer may request, in writing, up to an additional sixty (60) days of Due Diligence; however, approval or disapproval, is in Seller's sole discretion. In the event Buyer elects to terminate this Agreement for any reason other than as outlined in Section V(a) or V(b) below, Buyer shall provide written notice of termination to Seller prior to the expiration of the Due Diligence Period. In the event the Buyer provides said notice of termination, Seller and any Escrow Agent shall distribute the Escrow Money to the Seller as provided in the Agreement herein, and neither party shall have any further rights or obligations under this Agreement. In the event Buyer does not submit written notice of termination prior to the expiration of the Due Diligence Period, the Buyer shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed to be fulfilled. The Seller, at no expense, shall fully cooperate with Buyer in obtaining any and all approvals required from any federal, state, or local government ("**Governmental Approvals**") necessary for Buyer to satisfy their needs during the Due Diligence Period for the suitability of the Property. Said Governmental Approvals shall be obtained during the Due Diligence Period unless the Parties agree otherwise. Any additional agreements related to this Section must be done in writing and attached to this Agreement. It is understood between the parties, that Seller may in some cases be the governmental entity that approvals are sought from. In no way does this agreement bind Seller to grant said approvals. Within the 90 -day Due Diligence Period, Buyer shall submit conceptual site plans and design plans to be approved by Seller. Said plans shall be submitted to Seller via

Certified Mail to the Mailing Address mentioned in Section I. Said submitted plans must be consistent with the Proposal for Purchase and Development of City owned property located at 178 W. Main Street, Cartersville, GA 30120, dated September 20, 2022, attached hereto and incorporated herein as Exhibit "B." Additionally, prior to the commencement of construction, Buyer shall submit to Seller the final construction plans for approval to the City Council. Said approval is to be based on the consistency of said construction plans with the Proposal referenced as Exhibit "C." Any major alterations of the construction plans submitted and approved by the City Council must be resubmitted to City Council for review.

a.) **TITLE** During the 90 -day due diligence period, Buyer may, at its expense, examine title to the Property. Buyer shall have until the end of the 90 -day due diligence period as defined herein within which to furnish Seller with a written statement of title objections (all exceptions to title that are timely objected to by Buyer are herein referred to as "Title Objections"). Seller shall have ten (10) days to notify Buyer which, if any, Title Objections Seller will satisfy on or before Closing. If Seller fails to commit to satisfy any Title Objections within such period, Seller shall be deemed to have elected not to satisfy the same, in which event Buyer may, as its remedy, choose to (i) rescind this Agreement, or (ii) close and receive the deed required herein from Seller irrespective of such Title Objections.

**V. SELLER'S DISCLOSURES.** In order to meet the Buyer's obligations during the Due Diligence Period, the Seller shall be required to provide the following documents and records, to the extent they are within the possession or control of the Seller, at the Seller's sole cost and expense:

- a.) **Disclosure Statement.** A disclosure statement of the Property signed and dated by the Seller;
- b.) **Other Agreements.** A true and correct copy of all management agreements and contracts affecting the Property;
- c.) **Studies and Reports.** All copies in the Seller's possession of studies and/or reports which have previously been performed and which are performed through the date of closing in connection with or for the Property, including without limitation, environmental reports, soils studies, seismic studies, physical inspection reports, site plans and surveys, and identification of such studies of which the Seller is aware but that are not in their possession;
- d.) **Written Notices.** All copies of written notices relating to a violation of a Local, State, or Federal law including, without limitation, environmental laws relating to land use, zoning compliance, or building codes;
- e.) **Water Rights.** Water rights and/or water shares used in connection with the Property;
- f.) **Copies of Leases.** Copies of all current leases together with any ongoing evictions or legal matters related to the Property; and
- g.) **Other Documents.** Any other documents related to the Property that could serve as evidence to adversely affect its value.

Seller shall be required to provide the aforementioned disclosures within 30 Calendar Days after the Effective Date of this Agreement.

**VI. TITLE.** Merchantable title shall be conveyed by Warranty Deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the Property.

a.) **Title Commitment.** Buyer shall pay for a title commitment (“Title Commitment”) from a title company selected by the Buyer (“Title Company”), together with a copy of each instrument, agreement or document listed as an exception to title in such Title Commitment;

b.) **Title Insurance.** At the Buyer’s expense, the Seller shall provide the Buyer with a standard owner’s policy insuring marketable in the amount of the Purchase Price, as defined in Section IV. If any matter disclosed by the Title Commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Property, the Buyer shall have the right to terminate this Agreement by giving the Seller written notice within 20 Calendar Days after copies of the Title Commitment, in accordance with this Agreement, are delivered to the Buyer; otherwise, the Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed on the Title Commitment that is in the form of a lien that is liquidated in amount, and that can be readily discharged, shall not be grounds for termination of this Agreement by Buyer under this Section so long as the Seller discharges such lien(s) at Closing.

**VII. SURVEY.** The Parties agree that the Buyer will, at the Buyer's expense and within a timeframe allowed to deliver and examine title evidence, obtain a certified survey of the Property from a certified and registered surveyor within the State. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, such encroachments will constitute a title defect. The Buyer shall have the right to terminate this Agreement with written notice to the Seller within the due diligence period.

**VIII. CURE PERIOD.** Prior to any claim for default being made, either the Buyer or Seller will have an opportunity to cure any alleged default. If either Buyer or Seller fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying such non-compliance. The non-complying party shall have 20 Calendar Days after delivery of such notice to cure the non-compliance. This time period may be extended by mutual agreement of the parties.

**IX. CLOSING.** The purchase of the Property shall be closed on or before June 16, 2023 at the offices of Tilley Deems & Trotter, LLC (“Closing”). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. In the event that the Due Diligence Period is extended as provided for in Paragraph IV, the Closing Date shall be extended by the same amount of time. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be paid by the Buyer and prorated as of the Closing.

**Closing Costs.** Buyer and Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. Buyer shall pay (i) all costs associated with its investigation of the Property, including the cost of appraisals, architectural, engineering, credit and environmental reports, (ii) all Survey costs, and (iii) all title insurance premiums and title examination costs required for or related to Title Company’s issuance of a standard CTLA owner’s title policy in Buyer’s favor (and Buyer shall be responsible for any additional premiums related to the issuance of an extended owner’s title policy and the Survey costs and the cost of any special endorsements requested by Buyer). All other customary purchase and sale closing costs shall be borne by Buyer.

**X. SALE OF BUYER'S PROPERTY.** Buyer's performance under this Agreement shall not be contingent upon selling another property.

**XI. ASSIGNABILITY.** The Buyer may not assign this Agreement to another party without the prior written consent of the Seller. Notwithstanding the general prohibition in the immediately preceding sentence, Buyer shall be entitled, without seeking Seller's consent, to assign all of Buyer's right, title and interest in and to this Agreement to any Affiliate of Buyer.

**XII. NOTICES.** All notices shall be in writing and may be delivered by the following acceptable method(s):

Certified Mail with Return Receipt (Buyer's Address): Use the Mailing Address mentioned in Section I.

Certified Mail with Return Receipt (Seller's Address): Use the Mailing Address mentioned in Section I.

**XIII. CONVEYANCE.** Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey marketable title of the Property to the Buyer by the deed mentioned herein, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

**XIV. ENVIRONMENTAL WARRANTY, AND DISCLOSURES.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State, and Local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein, and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Buyer, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are or may be present on the Property. Seller agrees to indemnify and hold Buyer harmless from and against any and all costs, liabilities, expenses, and damages, including attorney's fees, fines, costs of clean-up or remediation and penalties, resulting from a breach of this warranty.

**XV. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:

a.) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Governing Law or another State; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.

b.) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and, in fact, the Property at Closing shall have the title status as described herein.

c.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution



of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

d.) **Condemnation.** The Seller has received no notice of, nor is Seller aware of, any pending, threatened, or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

e.) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property, which does or will involve or affect the Property or title thereto. Seller will defend, indemnify, and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Buyer may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

f.) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. The Seller will pay or cause to be paid promptly all city, state, and county ad valorem taxes and similar taxes and assessments, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Property which are due on or prior to the Closing.

g.) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon the use of the Property or any part thereof.

h.) **No Violations.** The Seller has received no notice there are any violations of state or federal laws, municipal or county ordinances, or other legal regulations or requirements with respect to the Property. The Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

i.) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

j.) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

k.) **Mechanics and Materialmen.** At Closing, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one-hundred twenty (120) days prior to Closing.

l) **As Is Where Is.** Improvements will be conveyed “As is, where is” with all faults, latent or patent, and without warranty, express or implied.

**XVI. BUYER’S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Buyer: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Governing Law or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

a.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer’s duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer’s duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

b) **Project Scope.** Buyer shall agree to build the Project consistent with the following goals and/or provide the following:

1. An innovative development which builds upon Downtown Cartersville’s character, contributes to the sense of place, and serves as a model for future (re)development in Cartersville’s downtown.
2. A proposed parking plan that incorporates into the project design a combination of on-site parking and street parking. Please note the amount of parking provided for the Project must adhere to the standards outlined in Article XVII of the City’s Zoning Ordinance.
3. Project design must be approved by the City of Cartersville Historic Preservation Commission.
4. Pedestrian-friendly design of all street frontages in keeping with the existing street frontage design and should be consistent with that of public investments on adjacent properties in that area.
5. A project design and use of the site to help activate the area and contribute to Downtown’s residential and mixed-use trend.
6. The use of quality materials and finishings in the construction.
7. Commitment to job creation and local hiring where applicable.
8. Maximized connectivity to adjacent developments/uses.
9. A quarterly report of progress being made, key timeline dates, and estimated completion of the Project shall be provided and updated as required herein and referenced as Exhibit “B.”

c) **Project Design.** The Project shall be completed and be compatible with the drawings made a part of this Agreement and attached hereto as Exhibit “C.”

d) **Reversion Clause.** In the deed to the Buyer, a reversion clause must be included giving Seller the option to repurchase the Property at that same cost as the Property was sold, if building permits and certificate of occupancies are not issued as provided for in Exhibit “B”, Seller may, upon request by Buyer, provide up to a six (6) month extension for either occurrence upon being provided a written request and detailed explanation of why, with a revised detailed schedule at least sixty (60) days before said dates. Seller is under no obligation to approve said extension. Seller has ninety (90) days from notification by Buyer of failure to complete to repurchase the Property or scheduled event as required herein.

**XVII. ESCROW AGENT.** The Parties authorize the Escrow Agent to receive, deposit, and hold funds and other property in escrow, including Earnest Money, that is subject to collection and disburse them in accordance with the terms of this Agreement. The Parties agree that the Escrow Agent will not be liable to any person for misdelivery of Escrow Money to the Seller, unless the misdelivery is due to the Escrow Agent's willful breach of this Agreement or gross negligence. If the Escrow Agent has doubt as to their duties or obligations under this Agreement, Escrow Agent may, at their sole decision:

a.) **Hold the Escrow Money.** Hold any Escrow Money until the Parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the Parties; or

b.) **Deposit.** Deposit the Escrow Money with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the Parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Escrow Agent is a licensed real estate broker, Escrow Agent will comply with State laws. In any suit in which Escrow Agent interpleads the escrowed items or is made a party because of acting as Escrow Agent hereunder, Escrow Agent will recover reasonable attorneys' fees and costs incurred, with these amounts to be paid from and out of the Escrow Money and charged and awarded as court costs in favor of the prevailing party.

**XIII. SELLER'S DEFAULT.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either: (i) demand and be entitled to an immediate refund of the Escrow Money, in which case this Agreement shall terminate in full.

**XIX. BUYER'S DEFAULT.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Escrow Money amount as full and complete liquidated damages for such default of Buyer. The Parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Escrow Money is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer for any claims, injury, or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

**XXI. ATTORNEYS' FEES.** In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision shall include the Buyer, Seller, and any real estate agent, will be awarded reasonable attorneys' fees, costs, and expenses.

**XXI. DAMAGE TO THE PROPERTY.** If the property is damaged, by fire or other casualty, after the Effective Date and before the Closing, the Seller will bear the risk of loss and the Buyer may cancel this Agreement without liability and the Escrow Money shall be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing the Property at the agreed-upon Purchase Price and the Seller will credit the deductible, if any, and transfer to the Buyer at Closing any insurance proceeds or Seller's claim to any insurance proceeds payable for the damage. The Seller will cooperate with and assist the Buyer in collecting any such proceeds. The Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

Furthermore, if any part of the Property, after the Effective Date and before the Closing, is taken in condemnation or under the right of eminent domain, or proceedings for such taking are pending or threatened, the Buyer may cancel this Agreement without liability and the Escrow Money will be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing what is left of the Property at the agreed-upon Purchase Price and the Seller will transfer to the Buyer at Closing the proceeds of any award or the Seller's claim to any award payable for the taking. The Seller will cooperate with and assist the Buyer in collecting such an award.

**XXII. OPERATION OF PROPERTY DURING AGREEMENT PERIOD.** The Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to the Agreement and will take no action that would adversely impact the Property, tenants, lender, or business, if any. Any changes, such as renting vacant space, that materially affects the Property or the Buyer's intended use will be permitted only with the Buyer's consent.

**It is understood between the Parties, that during the due diligence period, the City of Cartersville shall be conducting swat exercises on said Property. Seller, or its representative agents, or employees, are to contact Chief Frank McCann, Cartersville Police Department, at 770-607-6226 or via email at [flmccann@cartersvillepolice.com](mailto:flmccann@cartersvillepolice.com) prior to entering said Property to confirm no swat exercises are scheduled. If swat exercises are scheduled, Seller, its agents, representatives, or employees are not allowed on the premises.**

**XXIII. CLOSING PROCEDURE.** Unless otherwise agreed or stated herein, the Closing shall be in accordance with the Governing Law where the Property is located.

a.) **Possession and Occupancy.** The Seller will deliver possession and occupancy of the Property to the Buyer at Closing. The Seller shall provide access to all locks, including keys, remote controls, and any security/access codes, necessary to operate all locks, mailboxes, and security systems.

b.) **Costs.** Closing costs will be apportioned as per Section X (a).

c.) **Documents.** Before the date of closing, the Seller will provide originals of those assignable service and maintenance contracts that will be assumed by the Buyer after the closing, current copies of the condominium documents, if applicable; assignments of leases and updated rent roll. No later than the time of closing, the Seller will provide: the deed, the bill of sale, mechanic's lien affidavit, letters to each service contractor from the Seller advising each of them of the sale of the Property, and if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by the Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; tenant and lender estoppel letters; tenant subordination, non-disturbance and attornment agreements (SNDA's) required by the Buyer or the Buyer's

lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, the Seller will certify to the buyer that the lease is correct. If the Seller is an entity, the Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. The Seller will transfer security deposits to the Buyer. The Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

d.) **Taxes and Prorations.** It is understood between the parties that Seller is a governmental entity and as such does not owe real or personal property taxes. Buyer is responsible for all ad valorem and personal property taxes, if any. Ad valorem taxes are not to be prorated.

e.) **Special Assessment Liens.** Certified, confirmed, and ratified special assessment liens as of the Closing will be paid by the Seller. If a certified, confirmed, and ratified special assessment is payable in installments, the Seller will pay all installments due and payable on or before the Closing, with any installment for any period extending beyond the Closing prorated, and the Buyer will assume all installments that become due and payable after the Closing. The Buyer shall be responsible for all assessments of any kind which become due and owing after the Closing, unless an improvement is substantially completed as of the Closing. If an improvement is substantially completed as of the Closing but has not resulted in a lien before Closing, the Seller will pay an amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

f.) **Fire Training.** Prior to the demolition of said buildings on the Property, Seller shall contact Chief Scott Carter, Cartersville Fire Department, to allow for fire rescue training to occur on said Property. Said contract must be provided in writing to Chief Scott Carter via email at, [scarter@cityofcartersville.org](mailto:scarter@cityofcartersville.org), at least twenty (20) days prior to the scheduled demolition. Said paragraph survive closing.

**XXIV. RECORDING.** Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Governing Law, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

**XXV. ACCEPTANCE.** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accept the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with a licensed real estate agent(s). The Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

a.) **Real Estate Agent(s).** If Buyer has hired the services of the licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement. Seller is not responsible for payment of fees to any real estate agents

b.) **Licensed Real Estate Broker.** Barry Henderson hereby advises Seller that he is a licensed real estate broker in the State of Georgia, and that he is acting on his own behalf and is not acting as a broker.

**XXVI. BINDING EFFECT.** This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

**XXVII. SEVERABILITY.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**XXIII. DISCLOSURES.** The following disclosures are attached to this Agreement and required to be read and signed by the Parties: None.

**XXIX. DISPUTE RESOLUTION.** Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

a.) **Mediation.** If a dispute arises between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.

b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience, unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with State law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with State law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of probate, small claims, or bankruptcy court. The filing of court action to enable the recording of a notice of pending action, for an order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

**XXX. TERMS AND CONDITIONS OF OFFER.** This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. The Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and the Buyer subsequently defaults, the Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**XXXI. GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws in the State of Georgia (“Governing Law”).

**XXXII. OFFER EXPIRATION.** This offer to purchase the Property as outlined in this Agreement shall be deemed revoked, unless this Agreement is signed by the Buyer by February 10, 2023, and delivered to Dan Porta, City Manager, City of Cartersville, at City Hall, by 2:00 p.m., on said date.

**Effective Date.** The “Effective Date” of this Agreement is February 16, 2023. Time is of the essence in this Agreement.

**XXXIII. SURVIVAL.** The terms and conditions of Section XVI. Shall survive closing.

**XXXIV. ENTIRE AGREEMENT.** This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

**SIGNATURES ON NEXT PAGE**

**IN WITNESS WHEREOF**, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**SELLER:**

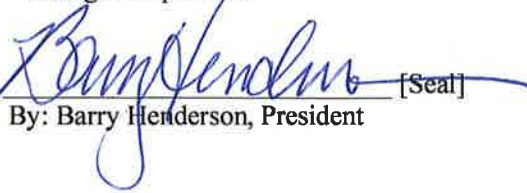
**CITY OF CARTERSVILLE, GEORGIA,**  
a municipal corporation

\_\_\_\_\_ [Seal]  
By: Matthew J. Santini, Mayor

Attest: \_\_\_\_\_  
Julia Drake, City Clerk

**PURCHASER:**

**JB HENDERSON PROPERTIES, INC.,**  
a Georgia corporation

 [Seal]  
By: Barry Henderson, President



ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Georgia

County of Bartow, ss.

On this 9 day of February, 2023, before me appeared **JB HENDERSON PROPERTIES, INC.** as the **BUYER(S)** of this Commercial Real Estate Purchase Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: Cheryl Jackson

Print Name: Cheryl Jackson

My commission expires: 5/6/2025

(Seal)



ACKNOWLEDGMENT OF NOTARY PUBLIC

State of \_\_\_\_\_

County of \_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared **CITY OF CARTERSVILLE** as the **SELLER(S)** of this Commercial Real Estate Purchase Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Seal)

**EXHIBIT "A"**  
**(Legal Description)**

Tax Parcel Information: ALL that tract or parcel of land lying and being in the City of Cartersville, In Land Lot 483 of the 4th District, 3rd Section, Bartow County, Georgia and more particularly described as follows:

BEGINNING at an iron pin at the intersection of the bank of sidewalks at the southeast corner of the intersection of West Main Street (old 65' right-of-way) and South Bartow Street (old 40' right-of-way):

THENCE North 69 degrees 56 minutes 45 seconds East for a distance of 10.00 feet along the back of the Main Street sidewalk to THE TRUE POINT OF BEGINNING;

THENCE North 69 degrees 56 minutes 45 seconds East for a distance of 186.25 feet along the bank of Main Street sidewalk to an iron pin;

THENCE South 19 degrees 01 minutes 45 seconds East for a distance of 296.3 feet to a 21/2 steel fence post;

THENCE South 20 degrees 19 minutes 00 seconds East for a distance of 162.24 feet to an iron pin on the north right-of-way of Leake Street;

THENCE South 71 degrees 08 minutes 00 seconds West for a distance of 89.29 feet along the north right-of-way (back of sidewalk) of Leake Street to an iron pin;

THENCE North 19 degrees 47 minutes 00 seconds West a distance of 156.97 feet to an iron pin;

THENCE South 67 degrees 26 minutes 00 seconds West for a distance of 104.35 feet to an iron pin at the back of the sidewalk on the east side of South Bartow Street;

THENCE North 19 degrees 51 minutes 00 seconds West for a distance of 300.25 feet along the bank of the sidewalk on Bartow Street to a point;

THENCE North 69 degrees 59 minutes 45 seconds East for a distance of 10.00 feet to a point;

THENCE North 19 degrees 51 minutes 00 seconds West for a distance of 4.00 feet to the TRUE POINT OF BEGINNING.

Said property containing 1.661 acres.

**EXHIBIT “B”  
(Project Schedule)**

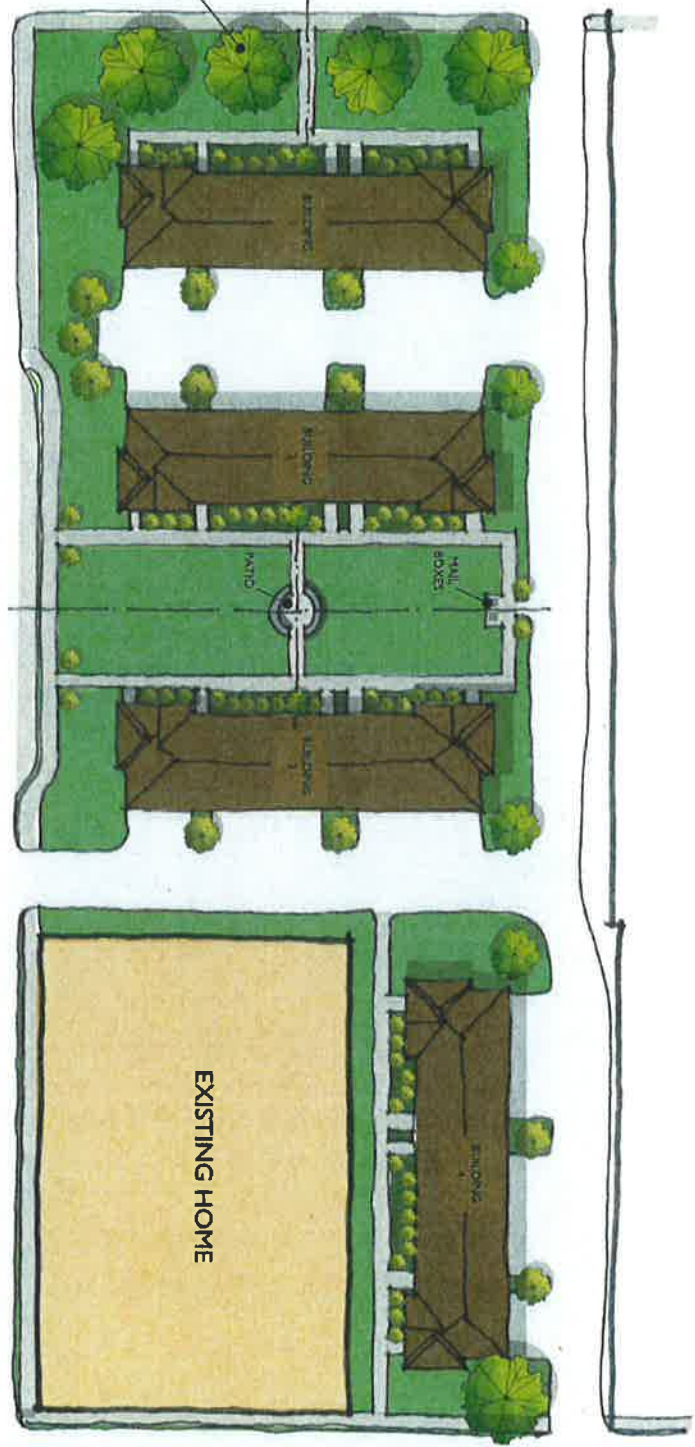
<b>Due Diligence Period</b> <b>Clear title</b> <b>Zoning/engineering work</b> <b>Site Planning</b> <b>Permitting application</b>	<b>February 16, 2023 through May 17, 2023</b>
<b>Submission of conceptual site plans to be approved by city</b>	<b>February 17, 2023 – May 17, 2023</b>
<b>Approval of conceptual site plans by City</b>	<b>May 17, 2023 – June 2, 2023</b>
<b>Closing Date</b>	<b>June 16, 2023</b>
<b>Land disturbance permit issued and demolition and site development to commence</b>	<b>June 30, 2023</b>
<b>Submission of final building and construction plans</b>	<b>July 21, 2023</b>
<b>City Council consideration of final construction plans</b>	<b>August 3, 2023</b>
<b>On-site improvements, demolition, and site grading ready for development completion</b> <b>Construction to begin/building permits issued</b>	<b>January 15, 2024</b>
<b>Construction to begin/building permits issued</b>	<b>January 31, 2024</b>
<b>Estimated completion time for construction</b>	<b>December 31, 2024</b>
<b>Issuance of Certificate of Occupancy</b>	<b>January 15, 2025</b>

**EXHIBIT "C"**

**(Conceptual Site Plan & Design Plan)**

W. MAIN STREET

STREET TREES



S. BARTOW STREET

EXISTING HOME

LEAKE STREET



NOT TO SCALE  
\* ALL RENDERINGS, FLOOR PLANS, AND SITE PLAN CONCEPTS ARE SUBJECT TO CHANGE



# BARTOW - MAIN SITE PLAN CONCEPT







## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	February 16, 2023
<b>SUBCATEGORY:</b>	Resolutions
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Authorized Representative for Settlement Purposes
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	In order to participate in the relevant Allergan, Teva, CVS, Walgreens, and Walmart settlements, the City must appoint an authorized representative for settlement purposes to sign all relevant documents. It is recommended that the City Manager, Dan Porta, be authorized to execute Exhibit K and any other documents required.
<b>LEGAL:</b>	Resolution written by Archer & Lovell Law Office.



**RESOLUTION \_\_\_\_\_**

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING THE CITY MANAGER AS THE CITY REPRESENTATIVE FOR THE NATIONAL PRESCRIPTION OPIATE LITIGATION AND AUTHORIZING HIM TO SIGN SETTLEMENT DOCUMENTS**

**WHEREAS**, the City of Cartersville is a participant in the National Prescription Opiate Litigation; and

**WHEREAS**, in order to participate in the relevant Allergan, Teva, CVS, Walgreens, and Walmart settlements, the City must appoint an authorized representative for settlement purposes to sign any all relevant documents.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:**

That the Mayor and City Council of the City of Cartersville, approve the settlement with Allergan, Teva, CVS, Walgreens, and Walmart, and hereby appoint the City Manager, Dan Porta, to serve as the authorized representative for the City of Cartersville for the relevant Allergan, Teva, CVS, Walgreens, and Walmart settlements and hereby authorize the City Manager to execute Exhibit K - Subdivision and Special District Participation Form, and any and all other documents required for the Allergan, Teva, CVS, Walgreens, and Walmart settlements.

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

/s/ \_\_\_\_\_  
Julia Drake, City Clerk  
City of Cartersville, Georgia

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

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes       No

Governmental Entity: Cartersville city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Cartersville city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes       No

Governmental Entity: Cartersville city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes       No

Governmental Entity: Cartersville city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT K****Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes       No

Governmental Entity: Cartersville city	State: GA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	February 16, 2023
<b>SUBCATEGORY:</b>	Engineering Services
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	Wastewater Capacity Evaluation
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Due to projected demands from large industrial customers of the Bartow County Water and Sewer System, it is necessary to evaluate the sewer collection and treatment capacity of the City’s sewerage system needed to accommodate the additional hydraulic and treatment demands.</p> <p>The Water Department has requested a proposal from Hazen &amp; Sawyer Engineering to perform this evaluation. Hazen has proposed a study and report cost of \$98,700.00 for the data collection and analysis, capacity assessment, and master plan update. The results will be available four months from approval date.</p> <p>This is not a budgeted item, but funding is available from Water Department revenue.</p> <p>This evaluation is recommended for your approval.</p>
<b>LEGAL:</b>	N/A



January 23, 2023

Sidney Forsyth, PE  
Director  
Cartersville Water Department  
148 Walnut Grove Road, SE  
Cartersville, GA 30120

**Re: Cartersville WPCP Capacity and Expansion Study**

Dear Sidney:

Hazen and Sawyer (Hazen) is pleased to submit the following letter proposal to perform an update to the *Cartersville Water Pollution Control Plant Facility Plan* (Hazen, 2017) with the focus of developing an expansion plan. If acceptable, this work will be performed under our Agreement for General Engineering and Consulting Services with the City of Cartersville, dated September 1, 2016.

**Project Understanding**

The City of Cartersville Water Pollution Control Plant (WPCP) is a 15-mgd wastewater treatment facility currently treating around 7 mgd of flow to the standards set forth in NPDES Permit GA0024091. The plant was recently upgraded to increase phosphorus removal capability and to replace aging infrastructure.

Prior to the expansion, Hazen performed a facility evaluation and developed a master plan for the plant. The City has indicated that new industries are coming to the Cartersville area and will require water and sewer services. Demand for sewer is estimated to increase approximately 4-5 mgd. As such, the City desires development of an expansion plan. Hazen will determine the estimated maximum capacity for the existing plant site, develop a timeline and flow/load triggers for phasing, determine the improvements required for expansion, and provide cost estimates, layouts, and construction timelines for the recommended improvements.

**Scope of Work**

The tasks will consist of:

- Task 1 – Data Collection and Analysis
- Task 2 – Capacity Assessment
- Task 3 – Facility Master Plan Update

Job no 1009-208

## *Task 1 - Data Collection and Analysis*

Subtasks include:

- Conduct a project kickoff meeting and prepare meeting minutes.
- Collect, review, analyze, and summarize historical influent, effluent, solids handling, and plant operational data for the past three years, to determine if there have been any changes to influent flows, loads, and solids production trends.
- New design criteria will be developed if the changes will affect plant capacity analysis.
- Data Analysis Summary meeting.

## *Task 2 - Capacity Assessment*

The Capacity Assessment will consist of the following:

- **Hydraulic Capacity:** A hydraulic model was created for the previous work and will be updated to determine the effect of flow increases on hydraulic capacity. The evaluation will identify hydraulic bottlenecks and future plant hydraulic capacities.
- **Treatment Capacity:** Each unit process will be evaluated for design capacity based on the current and anticipated future plant design criteria. The evaluation will identify treatment limitations. The existing BioWin model will be updated to reflect current conditions and will be used to evaluate alternatives.
- **Maximum Capacity Analysis:** Based on the hydraulic and treatment capacity analyses, Hazen will determine the maximum capacity that the plant could treat in the future according to the footprint available for new infrastructure.
- **Regulatory Environment:** Hazen will examine and summarize potential new regulations and requirements coming from the Georgia Environmental Protection Division (GA EPD) within the WPCP planning horizon that may affect plant capacity.
- **Recommendations:** Based on the results of the capacity analyses, Hazen will recommend upgrades or modifications to the plant as needed to accommodate the estimated maximum flows and loads.

## *Task 3 - Facility Master Plan Update*

Based on the findings of Task 2, Hazen will write a memo which will serve as an amendment to the *Cartersville Water Pollution Control Plant Facility Plan* (Hazen, 2017). The report will present the following:

- Summary of Task 1 findings

- Revised design criteria (if applicable) – influent flow and load peaking factors
- Estimated maximum capacity for the existing property footprint
- Recommendations for infrastructure improvements required to meet future design capacity
- Phasing recommendations
- Site plan(s)
- Cost estimate(s)
- Construction timeline for proposed improvements

## Assumptions

- The effluent wasteload allocation will not change from the current permit, i.e., the allowable effluent discharge concentration for permit parameters (BOD5, TSS, ammonia, Fecal Coliform, residual chlorine, phosphorus, etc.) will decrease with increasing flow.
- Influent parameter concentrations will be similar to current (no expected change in BOD, COD, or phosphorus). It is understood that there may be some additional ammonia and total dissolved solids load; an assumption will be made regarding influent loads of these parameters based on best available information.
- Timing of the new developments requiring additional capacity is approximately the 2<sup>nd</sup> quarter of 2025.
- The average design condition for the secondary process will be with the largest unit out of service.
- Cost estimates will be AACE Class 5 (-50% to +100% accuracy range).
- Level of detail for conceptual design will be limited to footprint of buildings and structures. This evaluation will not include sizing or design of individual equipment, piping, valves, control systems, etc.
- Meetings may be remote.
- None of the following will be required: field sampling, BioWin model recalibration, site visits, meetings with EPD.
- Reuse water as an option to supply the new industries will not be evaluated at this time.

## Meetings

- Kickoff meeting
- Update meetings (anticipate 2)

## Deliverables

- Memorandum summarizing the recommended facility upgrades

- Meeting agendas and minutes

## Proposed Staff

The following are the proposed staff and roles:

- Chas Goblisch, PE – Project Manager
- Vivi Nguyen, PE – Lead Process Engineer
- Christine Yi, PE – Project Engineer
- Ahmed Yunus – Assistant Engineer
- Jeremy Jordan – CAD Support
- Kristen Smeby, PE – QC Review
- Ron Latimer, PE – Subject Matter Expert

## Schedule & Compensation

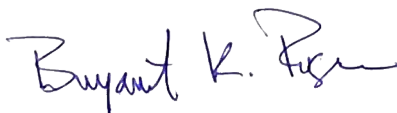
This Task Order is based upon completion within 4 months with assumed NTP date February 6, 2023.

Compensation for the Scope of Services outlined above will be in accordance with the terms specified in Hazen’s Demand Services Agreement with a maximum not to exceed amount of \$98,700. Work in excess of this limit will not commence without prior written approval from CWD. A cost summary estimated by task is provided below.

Task	Hours	Budget
1: Data Collection and Analysis	130	\$23,700
2: Capacity Assessment	250	\$46,800
3: Facility Master Plan Update	157	\$28,200
	<b>Total</b>	<b>\$98,700</b>

Please call me at (404) 353-0571 if you have any questions regarding this proposal. We look forward to serving CWD through this very important project.

Very truly yours,



Bryant (Pat) Rogers, PE  
Vice President

cc: Kristen Smeby, PE, Ron Latimer, PE, Vivi Nguyen, PE



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	February 16, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	Westside Feeder Main Engineering
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The West side of the water system needs a large diameter transmission main to improve water distribution system reliability. This main line would complete a “loop” of 24-inch lines providing service to City water customers, as well as more reliable and greater capacity of service to the Bartow County Water System.</p> <p>The increased hydraulic demand, the need for better storage tank level control, and associated water quality maintenance on the North and West portions of the water distribution system have made this project more necessary.</p> <p>The route for the proposed 36-inch water main would essentially follow Nancy Creek from Burnt Hickory Road at Hwy 113 to Hwy 41 at Mac Johnson Road.</p> <p>The Water Department has engaged with Hazen and Sawyer Engineers to provide design, permitting assistance, and bid phase engineering for this project. The proposed cost of these services is \$547,000.00. We recommend approval of this proposal.</p> <p>This is not a budgeted expense. Funds are available in Water Department revenue to be paid from account #505.3320.54.3386.</p>
<b>LEGAL:</b>	N/A

November 14, 2022

Ed Mullinax, PE  
Assistant Director  
Cartersville Water Department  
148 Walnut Grove Road, SE  
Cartersville, GA 30120

**Re: Westside Feeder Main: Design & Bid Phase**

Dear Ed:

Hazen and Sawyer (Hazen) is pleased to submit the following letter proposal to perform detailed design and bid phase services to assist the Cartersville Water Department (CWD) with the Westside Feeder Main project. If acceptable, this work will be performed under our Agreement for General Engineering and Consulting Services with the City of Cartersville, dated September 1, 2016.

## **Project Understanding**

The Westside Feeder Main is a proposed 36-inch water transmission main approximately 5 miles in length and is intended to complete a water transmission loop around CWD's service area that will provide redundancy and reliability for CWD's water system. The water transmission main will parallel an existing gravity sewer from the intersection of West Avenue and Burnt Hickory Road to Georgia State Route (SR) 293 (aka 'Cassville Road') and Mac Johnson Road. CWD previously installed tees and isolation valves at these two locations to facilitate connecting the Westside Feeder Main to existing water mains.

Along its ~5-mile route, the Westside Feeder Main will run parallel to, alongside, and across the CSX railroad right-of-way as well as Nancy Creek and its tributaries. In addition, the Westside Feeder Main will include several pipe interconnections to existing water mains at road crossings.

CWD previously developed partial-design drawings for this project (JJG, 2009). Upon review of the 2009 partial design drawings, several items are noted that will require additional investigations and/or permitting:

- CSX Railroad: the four railroad right-of-way crossings proposed in the 2009 alignment require design coordination and permitting with CSX. Temporary easements may be required to provide adequate space for the trenchless construction under the railroad tracks.
- Nancy Creek (and its tributaries): Eleven stream crossings and pocket wetlands are shown on the 2009 drawings. Work within these stream beds through the pocket wetlands will require a United States Army Corps of Engineers (USACE) nationwide permit.

- Private Property: Approximately 24-30 private properties will be crossed along this alignment requiring easements to be obtained. The quantity of easements may change if the alignment changes.
- GDOT SR 293: work within the right-of-way of SR 293 Cassville Road will require a GDOT encroachment permit.
- Georgia Power: work through Georgia Power's overhead and underground powerline easement approximately 2,000 linear feet north of Mission Road will require plan submittal and coordination with Georgia Power.

The purpose of this Task Order is to develop detailed construction contract documents and support CWD through bid phase for the project. Construction phase services, if requested, will be performed under a separate task order.

## Scope of Work

To accomplish this effort, Hazen will provide the following services:

- Task 1: Field Services
- Task 2: Design Services
- Task 3: Permitting Assistance
- Task 4: Bid Phase Services

### Task 1: Field Services

#### *Environmental Survey*

Hazen will perform a desktop review of the project site area, including a review of National Wetlands Inventory (NWI) data and Natural Resources Conservation Service (NRCS) on-line Web Soil Survey (WSS) to identify soil types in the vicinity of the site.

Hazen will perform a wetland and stream delineation in accordance with the methods listed in the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual for the Eastern Mountains and Piedmont Region (V2.0). Stream type (ephemeral, intermittent, perennial) will be delineated based on North Carolina Division of Water Quality Methodology for Identification of Intermittent and Perennial Streams and their Origins<sup>1</sup> (V4.1.1).

Hazen will walk the project alignment prior to the Engineering Survey to flag any areas that need to be considered to help ensure that the project does not require a USACE Nationwide Permit or a Georgia Environmental Protection Division (EPD) Stream Buffer Variance.

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<sup>1</sup> *Field Guide for Determining the Presence of State Waters that Require a Buffer* (Georgia EDP, 2017) states that "the most current version of the 'North Carolina Division of Water Quality Stream Identification Method' should be used to verify whether a stream is ephemeral."



## *Engineering Survey*

A survey will be performed by Gaskins Surveying, Inc. (Gaskins) as a subconsultant to Hazen. Gaskins will perform utility location, document as-built conditions (including critical elevations) and provide an engineering survey for the entire land area of the project scope. In as much as possible, existing record drawings will be utilized to document as-built conditions.

## *Geotechnical Investigation*

A geotechnical investigation will be performed by Geo-Hydro Engineers, Inc. (Geo-Hydro) as a subconsultant to Hazen. Geo-Hydro performed subsurface investigation at the railroad crossings for JJG in 2007; they have some documentation already on-hand. The investigation will be performed to provide a general indication of the extent and depth of rock that may likely be encountered in construction, specifically regarding railroad and stream crossings. The geotechnical subconsultant will provide a geotechnical report upon completion of the field investigation. This report will help determine what trenchless construction methods are most appropriate for each crossing.

## **Task 1 Assumptions**

The following assumptions will apply to work conducted as part of this task:

- The environmental survey desktop review does not include a review of cultural resources or threatened and/or endangered species.
- An allowance of \$75,000 is included for the subconsultant's costs for performing the engineering survey. The engineering survey includes a Quality Level B SUE (Subsurface Utility Engineering) Survey in accordance with ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
- For storm and sewer structures that are not readily accessible, it will be CWD's responsibility to gain access to the structures for the survey field work.
- A significant portion of the project is not on property owned by CWD.
  - Per the 2009 design, approximately 24-30 easements will be required.
  - A budget of \$24,000 is included for up to 30 permanent, temporary construction, and/or access easement plats and legal descriptions (\$800/easement)
  - An allowance of \$10,000 is included for Gaskins to perform easement revisions and/or site staking, if required.
  - The project scope includes providing easement plats and legal description; scope does not include providing title opinions, land value appraisals, or supporting easement acquisition.

- If easements are not in place along the existing conveyance system, Hazen will prepare and mail right-of-entry notifications to private property owners prior to the field walk, site survey, and geotechnical investigation. CWD will provide property owner contact information (name, address, and phone number, if available) and will approve the right-of-entry notification letters prior to their mailing.
- CSX Right of Entry permits are required when accessing the CSX right of way for surveying and geotechnical investigation purposes.
  - All proposed work within the right of way will be performed via trenchless construction methods (jack and bore, hand tunneling, or similar).
  - In lieu of accessing the CSX right of way, Gaskins will use a drone to survey the CSX right of way and Geo-Hydro will perform its geotechnical investigations outside of the right of way.
  - Given that no topside work is proposed within the right of way, the drone survey will provide adequate resolution / accuracy to perform Task 2 Design Phase services and to submit a CSX Encroachment Permit as a part of Task 3 Permitting Assistance.
  - Geotechnical borings adjacent to the right of way will provide adequate information to inform Contractors who to plan and bid the most appropriate trenchless construction method for each railroad crossing.
- An allowance of \$30,000 is included for the subconsultant's costs for performing the geotechnical investigations.
  - Per the 2009 design, there are 4 railroad, 11 stream, and 3 roadway crossings. Depending on the anticipated presence of rock, Hazen recommends a minimum of one bore for each crossing; two bores may be appropriate for longer crossings.
  - For linear projects, depending on accessibility and anticipated presence of rock, Hazen generally recommends one bore per 2,000 linear feet along the pipeline alignment.
  - It is anticipated that the 2007 borings at the railroad crossings will be adequate for this portion of the design (it is not anticipated that the railroad crossing locations will change).
  - The scope includes up to 20 borings along the alignment to determine the presence of rock.
  - Soil samples will be collected at up to 5 locations to determine the corrosivity of the soil and the appropriate pipe coating (or if the pipe should be poly-wrapped).
- Borings are to be backfilled with soil.

## Task 1 Meetings

- No meetings are anticipated for this task outside of site visits that may occur concurrent with the field services.

## Task 1 Deliverables

Hazen will provide the following deliverables:

- Engineering Survey, including wetland and stream features delineated in the Environmental Survey, in both signed/sealed .PDF and AutoCAD .DWG formats
- Geotechnical subsurface investigation report, including soil boring logs and rock core logs, if performed

## Task 2: Design Services

The Design Services task will include performing preliminary and detailed design as further described below.

### *30% Design Submittal*

The primary goal of the 30% Design subtask is to identify and finalize decisions for all project components and to help ensure that CWD and Hazen determine and finalize the construction scope. Hazen will develop the general alignment for the pipeline design, develop an opinion of probable construction cost, perform internal QA/QC, and submit 30% Design documents to CWD for review and comment.

The 30% Design documents will focus on the horizontal pipeline alignment and a review of all critical locations along the alignment (including tie-ins and crossings). Specifically, the alignment will be evaluated to confirm the CSX railroad crossing locations and to determine if the number of crossings may be minimized. CWD's approval of this submittal will serve as a basis of design for 60% and 90% Design subtasks.

### *60% Design Submittal*

The 60% Design Submittal will build upon the 30% Design Submittal. In the 60% Design Submittal, Hazen will perform the detailed design activities required to produce construction contract documents that define the work to be bid and constructed and identify any construction contract conditions (aka 'special conditions') that need to be incorporated into the contract. Hazen will develop the appropriate level of design, update the opinion of probable construction cost, perform internal QA/QC, and submit in-progress documents to CWD for review and comment. The 60% Design Submittal will generally include the following:

- Drawings – horizontal and vertical alignment, cross-sections at major pipe crossings, and proposed easement extents
- Technical Specifications and Details (both CWD standard and Hazen project-specific)
- Opinion of Probable Construction Cost (AACE Class 3, +30% to -20%)

Hazen will develop an overall project map using the field survey, proposed design, and CWD GIS information. This map will be utilized to select the extent of the proposed easements (permanent, temporary, and access). The extents will be finalized as a part of the 60% Design review meeting. Hazen will release its surveyor to prepare easement documents for review and approval by CWD after the 60% Design review meeting.

Upon the receipt of the results of the Geotechnical Investigation, Hazen will evaluate the appropriate trenchless technologies for each of the railroad, stream, and roadway crossings. Hazen will review its findings with CWD and develop technical specifications to support the approved trenchless construction methods. Outcomes of this evaluation will be utilized to update the opinion of probable construction costs.

Hazen will develop a overall project map using the field survey, proposed design, and CWD GIS information. This map will be utilized in a project update meeting to select and finalize isolation valve and blow-off hydrant assemblies.

Hazen will coordinate with the Georgia Power for the easement crossing north of Mission Road to ensure that the design meets its design and construction requirements. System improvements at the crossing may include adjusting the horizontal alignment to ensure adequate

### *90% Design Submittal*

The 90% Design Submittal will build upon the 60% Design Submittal. In the 90% Design Submittal, Hazen will prepare plans and specifications that comply with applicable codes, laws, and regulations, and be suitable for submittal and approval by authorities having jurisdiction. The 90% Design Submittal will generally include the following:

- Fully-developed detailed construction drawings
- Technical Specifications
- Bidding and Contract Requirements (aka 'Front Ends')
- Opinion of Probable Construction Cost (AACE Class 2, +20% to -15%)

### *Permitting Submittal*

Hazen will incorporate CWD's 90% Design Submittal comments to develop a Permitting Submittal that will be used as the submittal package for Task 3 Permitting Assistance. The Permitting Submittal will generally include only the following as necessary for permitting review:

- Fully-developed detailed construction drawings
- Other documents requested by individual permitting agencies

## 100% Design Submittal

The 100% Design Submittal will incorporate 90% Design Submittal comments and input from CWD and Permitting Submittal comments from the appropriate permitting agencies, and will include final drawings, specifications, and attachments ready for final review and approval by CWD prior to Bid Phase. It is not anticipated that additional design be performed after the 90% Design Submittal; the intent of the 100% Design Submittal is to provide a final check set prior to sealing the Issued for Bid documents.

## Task 2 Assumptions

The following assumptions will apply to work conducted as part of this task:

- CWD will provide electronic and/or hard-copy versions of available as-built or design plans and specifications, maps and data, for sewer and waterlines along and adjacent to the proposed Westside Feeder Main alignment, including at both tie-in locations.
- CWD will provide available standard details and specifications. Hazen to compliment CWD's standards as needed to complete the design.
- CWD to determine the Westside Feeder pipe diameter and material.
- No water and/or surge modeling included within this design. CWD will provide Hazen a summary of its modeling results. The modeling results and anticipated pipe bedding conditions will be used to determine the required pipe pressure class.
- CWD will direct the pipe diameter(s) and locations for all interconnections along the Westside Feeder Main route.
- The proposed system improvements will not require the development of a Stormwater Management Plan (aka 'hydrology study') or the design of stormwater management facilities.
- For each design submittal, Hazen will conduct a meeting with CWD to review and discuss the design documents prior to continuing to the next design milestone.

## Task 2 Meetings

- Kickoff meeting
- Design milestone document review meetings (anticipate 4 meetings: 30%, 60%, 90% and 100% milestones)

## Task 2 Deliverables

Hazen will provide the following deliverables:

- Agendas and summaries for all meetings
- 30% Design Submittal
- 60% Design Submittal

- 90% Design Submittal
- Permitting Submittal
- 100% Design Submittal

### Task 3: Permitting Assistance

Hazen will utilize the Permitting Submittal to assist CWD in obtaining permits for the project. The following permits are expected to be required for this project <sup>2</sup>:

- Georgia Environmental Protection Division (EPD) Drinking Water Permit
- City of Cartersville Land Disturbance Activity (LDA) permit (including erosion control), for portions of the project within the City limits
- Bartow County LDA permit (including erosion control), for portions of the project outside City limits
- EPD Stream Buffer Variance (SBV)
- USACE Nationwide Permit (NWP)
- CSX Railroad Crossing Permit (one permit per crossing, estimated 4 permits)
- Georgia DOT Encroachment Permit

### Task 3 Assumptions

The following assumptions will apply to work conducted as part of this task:

- Hazen will submit all permit applications to CWD for review and approval prior to submitting to permitting agencies.
- Hazen will provide permitting documents to the CWD. CWD to submit the permitting documents to Governing Authority permitting agencies.
- Site improvements will not require the addition of or modifications to existing stormwater management facilities. The improvements at the project site will include less than 5,000 square feet of new or redeveloped impervious surfaces and therefore will not require a stormwater management (aka ‘hydrology’) report or facility design.
- It is anticipated that land disturbance will be in Waters of the U.S.; therefore, a USACE Nationwide Permit (NWP) will be required.
- It is anticipated that land disturbance activities will occur within Georgia EPD’s 25-foot undisturbed stream buffer; therefore, a Stream Buffer Variance (SBV) will be required.

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<sup>2</sup> As per Task 1 Field Services assumptions, no survey work is planned within the CSX right of way under this proposal. If it is determined during the project that access to the right of way is required, Hazen will support CWD in preparing a CSX Right of Entry permit.

- CWD will help resolve any permit requirement conflicts between various permitting agencies.
- CWD will be responsible for all associated permit fees.
- Governing Authority will hold the Building and LDA permit(s) until the Contractor is selected and finalizes the permit applications.
- The Contractor (once selected) will submit the Georgia EPD-required NPDES Notice of Intent (NOI) and Notice of Termination (NOT).

### **Task 3 Meetings**

- LDA plan review meeting, if required

### **Task 3 Deliverables**

Hazen will provide the following deliverables:

- EPD Drinking Water Permit application and approved letter from Georgia EPD
- Georgia EPD SBV application
- USACE NWP application

### **Task 4: Bid Phase Services**

#### **Issued for Bid Documents**

Hazen will incorporate CWD's standard bidding and contract requirements and specifications in the documents as appropriate. Concurrent with the 90% Design Submittal subtask, Hazen will submit a draft copy of Volume 1 "Bidding and Contract Requirements" (aka 'Front Ends') to CWD for review. The purpose of this review is to ensure that the contract documents are consistent with CWD and its standards.

Upon receipt of all comments and input from the 'Front Ends' review and the 100% Design Submittal review, Hazen will produce a signed and sealed "Issued for Bid" bid package ready for public solicitation. In general, the Issued for Bid documents will include:

- Volume 1: Divisions 00-01 Bidding and Contract Requirements and Divisions 02-46 (as appropriate) Technical Specifications
- Volume 2: Construction Drawings

#### **Contractor Pre-Qualification**

Prior to Bid Solicitation, Hazen will develop a Request for Pre-Qualification (RFPQ) package to select interested and qualified Contractors for Invitation to Bid. The following services are anticipated:

- Develop RFPQ package (CWD to review and approve)

- Work with CWD to develop RFPQ criteria for selection of qualified Contractors
- Prepare and distribute RFPQ addenda, as required
- Review Contractors' RFPQ Submittal Packages with CWD
- Provide a Recommendation of Qualified Contractors to CWD
- Notify all Contractors who submitted RFPQ's who has been determined as 'qualified' and will be invited to submit a bid

## **Bidding Period**

The following services will be performed during the project's solicitation period:

- Assist CWD in advertising and securing sealed bids for the construction of the project.
- Distribute copies of the Bid Documents.
- Develop and maintain a plan holder list.
- Coordinate and administer the Pre-Bid Meeting.
- Interpret, clarify, or modify the bidding documents by addenda as deemed appropriate by Hazen. Issue addenda, as needed, during the advertisement period.
- Attend and assist with bid opening.
- Evaluate bids for conformance with bidding requirements, provide input for bid tabulation, assist CWD in evaluating the bids, check apparent low bidder's references, and provide a Recommendation of Award letter to CWD.

## **Conformed Contract Documents**

Hazen will develop conformed drawings and specifications for execution of a contract between CWD and the Contractor, including:

- Complete conformed drawings/specifications to include all changes made by addenda, as well as incorporate the successful Contractor's bid information.
- Transmit conformed documents to the Contractor for signature of the Contract and to obtain bonds, insurance documents, and signed forms.
- Coordinate with CWD to complete and execute conformed Contract Documents, including review of the executed contract, insurance certificates, bonds, and other forms required by the Contract.



## Task 4 Assumptions

The following assumptions will apply to work conducted as part of this task:

- Hazen will use Division 00 Procurement and Contracting Requirements specifications for Volume 1 “Bidding and Contract Requirements” previously developed by Hazen for the Cartersville WWTP upgrade project. Hazen will develop Division 01 General Requirements and 02-46 Technical Specifications (as applicable) using CSI 48 Division format.
- Contractor pre-qualification activities will only involve a single round of evaluation and selection.
- Bid Documents will be distributed electronically through QuestCDN or CWD-approved equivalent online bid platform. Hazen will establish procedure within the Invitation to Bid to allow prospective contractors to request electronic copies of Bid Documents.
- Hazen will attend the bid opening.
- The bidding process to select a construction contractor will only involve a single round of solicitation, and the project will be bid as a single construction contract.

## Task 4 Meetings

- Pre-Bid Meeting

## Task 4 Deliverables

Hazen will provide the following deliverables:

- Recommendation of Qualified Contractors
- Signed/sealed Issued for Bid documents:
- Pre-Bid meeting agenda
- Addenda to Bid Documents, as required
- Recommendation of Award letter
- Conformed Contract Documents
  - Volume 1: Four (4) originals for execution (2 for CWD, 1 for Contractor, 1 for Hazen)
  - Volumes 2 & 3:
    - Three (3) full-size and six (6) half-size copies for CWD
    - Two (2) full-size and two (2) half-size copies for Contractor
  - All Volumes: Electronic (PDF) copy of executed Contract for all parties

## Schedule

This Task Order is based upon the attached project schedule.

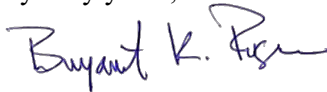
## Compensation

Compensation for the Scope of Services outlined above will be in accordance with the terms specified in Hazen's Demand Services Agreement with a maximum not to exceed amount of \$547,000. Work in excess of this limit will not commence without prior written approval from CWD. This budget includes a \$139,000 allowance for Hazen's subcontractors. A cost summary estimated by task is provided below.

<b>Task</b>	<b>Hours</b>	<b>Budget</b>
<b>1: Field Services</b>	202	\$172,723
<b>2: Design Services</b>	1784	\$273,388
<b>3: Permitting Assistance</b>	434	\$69,882
<b>4: Bid Phase Services</b>	174	\$31,006
	<b>Total:</b>	<b>\$547,000</b>

Please call me at (404) 353-0571 if you have any questions regarding this proposal. We look forward to serving CWD through this very important project.

Very truly yours,



Bryant (Pat) Rogers, PE  
Vice President

cc: Alan Bowling, PE, Sam Mark, PE  
Attachments: Project Schedule



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	February 16, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	WPCP Primary Gate Actuator
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The electric actuator for the #1 primary lift screw effluent gate has failed and needs to be replaced.</p> <p>The Water Department requested and received 3 bids for a replacement actuator and installation assistance, as follows:</p> <ol style="list-style-type: none"> <li>1. Chalmers &amp; Kubeck           \$10,750.00</li> <li>2. Georgia Western           \$12,504.70</li> <li>3. Southern Valve &amp; Pump   \$13,418.75</li> </ol> <p>We recommend purchase of the actuator from the lowest bidder, Chalmers &amp; Kubeck. The item is in stock and a technician is available in one week for installation assistance.</p> <p>This is a budgeted maintenance item to be paid from account #505.3330.52.2361.</p>
<b>LEGAL:</b>	N/A



Valve & Actuation Services, LLC  
**DBA Chalmers and Kubeck South**  
 Superior Quality Products and Services for Industry

**Quotation Number:** 0134193  
**Quote Date:** 1/6/2023  
**Quoted By:** DAVID ARCENEUX  
**Cc:** TERRY OWENS

**Your Quality Engineered MRO Alternative**

We are pleased to quote the item(s) listed below

To: Scott Moody  
 Of: CITY OF CARTERSVILLE  
 Tel:  
 Fax:  
 Email:

The prices quoted are Net and reflect a cash discount of 5%. NO taxes are included in the price. Freight terms are FOB shipping point, freight prepaid and added to the invoice. Standard payment terms are 30 days subject to prior credit approval. Valid credit cards will be accepted but the cash discount will NOT apply. All items indicated as in-stock are subject to prior sale. **This quotation is valid for 5 days.** No terms and conditions specified or preprinted on any Customer purchase order or other form of acceptance shall add to or modify these terms and conditions unless they are SPECIFICALLY agreed to in writing. We reserve the right to correct any errors that may be contained in this proposal, clerical or otherwise. We appreciate the opportunity to provide this quotation and look forward to assisting with your project. Please refer to the Quotation Number listed at the top of this form when ordering.



REFERENCE:

**Ship VIA** BESTWAY  
**F.O.B.** S/P PP & ADD

Item Number	Unit	Ordered	Price	Amount
LIM ACT MX	EACH	1.0	9,100.00	9,100.00
NEW LIMITORQUE MXa-20/40 RPM ACTUATOR				
<ul style="list-style-type: none"> <li>- 3/60/460 VAC CONNECT VOLTAGE</li> <li>- 225 FT-LBS OF TORQUE CAPABLE</li> <li>- 5 ASSIGNABLE CONTACTS - O(A) CONFIGURATION</li> <li>- ABSOLUTE ENCODER (SENSES POSITION OF ACTUATOR)</li> <li>- ELECTRONIC TORQUE SENSING</li> <li>- 32 CHARACTER LCD DISPLAY</li> <li>- INTERNAL MOTOR CONTROLS</li> <li>- LOCAL CONTROL STATION (LOCKABLE)</li> <li>- MANUAL DECLUTCH (LOCKABLE)</li> <li>- FA14 MSS MOUNTING BASE</li> <li>- WP (WEATHER PROOF), NEMA 4, 4X &amp; 6</li> <li>- DRIVE 2 THREADED STEM NUT</li> </ul>				
FIELD SERV ACT	EACH	1.0	1,650.00	1,650.00
FIELD SERVICE ESTIMATE TO INSTALL NEW MXA-20 AT CUSTOMER SITE. ESTIMATE IS FOR TWO TECHNICIANS ON SITE FOR ONE DAY AND TRAVEL. ESTIMATE IS CONTINGENT UPON CUSTOMER EQUIPMENT BEING READILY ACCESSIBLE (LOTO/TAG OUT.....ETC.). This is an estimate only for labor and expenses and does not include any out of scope work or parts. Job will be billed at time and materials				

David Arceneaux  
 Inside Sales [darceneaux@candksouth.com](mailto:darceneaux@candksouth.com)  
 1050 Industrial Blvd, Watkinsville, GA 30677 P: 800-550-4653 Ext:2131 F: 706-769-1150

Net Order: 10,750.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 10,750.00**



**2275 McCollum Parkway  
 Kennesaw, Georgia 30144  
 770-426-6070 / Fax: 770-426-6191**

Meeting: February 16, 2023 Item 7.

# Quote / Estimate

DATE	ESTIMATE NO.
1/31/2023	62289

NAME / ADDRESS
City of Cartersville/Water Dept. PO Box 1390 Cartersville, GA. 30120

SHIP TO
City of Cartersville 102 Walnut Grove Road Cartersville, Georgia 30120

CUSTOMER CONTACT		TERMS	REP	FOB
Scott Moody		Net 30	TRM	Kennesaw, GA 30144
ITEM	DESCRIPTION	QTY	PRICE	TOTAL
Quote	MXb-20 WP 3Ph 460V standard with UPS, Bluetooth, R4 relays. Includes a 24" top mounted handwheel, A1 base with Threaded Stem nut	1	10,424.70	10,424.70
Field Service - Other	Delivery 32 to 34 weeks ARO Other Field Service to remove existing actuator install new actuator and setup	16	130.00	2,080.00
<b>**Fuel Surcharge of \$0.20 per mile effective May 1, 2022 for company owned vehicles**</b> <b>\$50.00 Minimum Order Requested</b> <b>Georgia Western's Terms and Conditions Apply.</b> <b>Please request a copy if not included with the quote.</b> <b>Quote is valid for 15 days.</b>				
<i>Freight is prepay and add unless otherwise specified. VISA, M/C and AMEX are accepted. Freight "in" charges may apply. Sales tax may be applicable. Restocking fees may apply on returned items. Delivery is subject to prior sale and may change at time of order.</i>			<b>TOTAL</b>	<b>\$12,504.70</b>

**PARTS, SERVICE &  
 TRAINING FOR  
 LIMITORQUE®  
 ACTUATORS**

*U.S Distributor for MOV Long Life &  
 MOV Extra Lubricants*

Southern Valve And Pump  
 821 Dawsonville Hwy Suite 250-169  
 Gainesville, GA 30501 US

# Estimate

Meeting: February 16, 2023 Item 7.



ADDRESS
City of Cartersville 148 Walnut Grove Rd SE Cartersville, GA 30120

SHIP TO
City of Cartersville 148 Walnut Grove Rd SE Cartersville, GA 30120

ESTIMATE #	DATE
21477	01/31/2023

**SHIP DATE**  
01/24/2023

**SHIP VIA**  
Deliver

ITEM	DESCRIPTION	QTY	AMOUNT
<b>Limitorque Act</b>	Limitorque MXA-20 40 RPM Actuator 460V 3PH, 225 FT-LBS Torque, Encoder, LCD Display, Local Control, Manual Declutch, FA 14 Mounting Base, Nema 4 X	1	11,443.75
<b>Machining</b>	Machine Actuator Nut for Spare	1	725.00
<b>Field Service Work</b>	Mobilize at City of Cartersville WWTP 1. Remove Customers Lintiorque Actuator 2. Install New Actuator, set Limits, and Startup	1	1,250.00
<b>Freight</b>	Freight is PPA Actuator is Stock 3-5 Days ARO	1	0.00

SUBTOTAL	13,418.75
TAX	0.00
<b>TOTAL</b>	<b>\$13,418.75</b>

Accepted By

Accepted Date



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	February 16, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	8-Inch Valve Purchase
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Gas System requested bids for the purchase of an 8-inch valve to replace one to be used from stock. Three bids were received and Consolidated Pipe and Supply of Lawrenceville, GA submitted the low bid of \$8,157.00. This is a budgeted item and Council's approval of this purchase is recommended.
<b>LEGAL:</b>	N/A

STOCK

December 15, 2022

**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 ATTACHED SHEET

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	8"	Cooper Cameron Full Port Ball Valve, ANSI CLASS 300 Worm Gear Operated Cartersville # 327020	1	Ea.	\$ <u>8157.00</u> Numerals	\$ <u>8157.00</u> Numerals	<u>FEB - 2023</u> Calendar Days
					<u>Eight Thousand One Hundred Fifty Seven Dollars</u> Words (Unit Price Only)		<u>no cents</u>
TOTAL BID \$					<u>8157.00</u> Numerals		

BID PROPOSAL SUBMITTED BY:

PS  
Name of Supplier

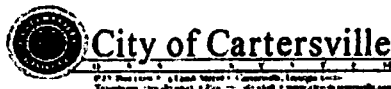
Paul Root  
Name of Preparer

12-16-22  
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.





STOCK

December 16, 2022

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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"	Cooper Cameron Full Port Ball Valve, ANSI CLASS 300 Worm Gear Operated Cartersville # 327020	1	Ea.	\$ <u>8491.92</u> Numerals	\$ <u>8491.92</u> Numerals	<u>TBD</u> Calendar Days
					Eight Thousand <u>Four Hundred Ninety-one Dollars and Ninety-two Cents</u> Words (Unit Price Only)		

CAMERON T31 WE 300# BALL VLV, TOTAL BID \$ 8491.92  
 .322, X52, GEAR OP, WORM GEAR  
 OP, 2" SQ NUT OP, DYNATORQUE GO Numerals

BID PROPOSAL SUBMITTED BY:

Irby  
Name of Supplier

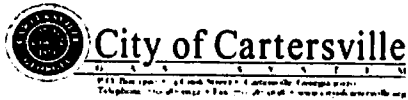
Charmaine Harper  
Name of Preparer

12/21/2022  
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.

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STOCK

December 15, 2022

**MATERIAL BID PROPOSAL**

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Item Specification:

SEE ATTACHED SHEET

<u>ITEM NO.</u>	<u>SIZE</u>	<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>	<u>EXPECTED DELIVERY DATE (from time of order)</u>
1.	8"	Cooper Cameron Full Port Ball Valve, ANSI CLASS 300 Worm Gear Operated Cartersville # 327020	1	Ea.	\$ 9,138.00 Numerals ninety-one hundred thirty-eight dollars Words (Unit Price Only)	\$ 9,138.00 Numerals	40-42 weeks ARO Calendar Days
TOTAL BID \$					9,138.00	Numerals	

**BID PROPOSAL SUBMITTED BY:**

Devtech Sales, Inc.

Steve Baltzley

12/27/22

Name of Supplier

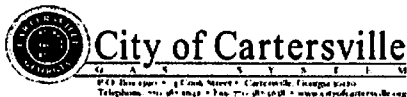
Name of Preparer

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.

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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>	February 16, 2023
<b>SUBCATEGORY:</b>	Monthly Financial Report
<b>DEPARTMENT NAME:</b>	Finance
<b>AGENDA ITEM TITLE:</b>	December 2022 Financial Report
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Attached are the financial reports for December 2022.
<b>LEGAL:</b>	None

**MONTHLY SUMMARY**  
As of December 31, 2022

	FY 2021-22 MONTH OF December-21	FY 2022-23 MONTH OF December-22	FY 2021-22 Year to Date December-21	FY 2022-23 Year to Date December-22	100.00% OF BUDGET (Year to Date)
<b>GENERAL FUND</b> <i>excluding SPL/OST, DBA &amp; School System Property Tax Revenue &amp; Expenditures</i>					
REVENUE	\$2,398,560	\$2,451,010	\$16,555,986	\$22,401,080	66.40%
EXPENDITURE	\$2,988,509	\$3,015,576	\$14,636,582	\$15,598,976	46.24%
Gen. Fund Net Profit (Loss)	<b>(\$589,949)</b>	<b>(\$564,566)</b>	<b>\$1,919,404</b>	<b>\$6,802,104</b>	
<b>WATER &amp; SEWER</b>					
REVENUE	\$1,940,329	\$2,384,276	\$13,270,093	\$15,321,562	41.16%
EXPENDITURE	\$3,361,233	\$2,611,953	\$10,349,623	\$9,560,734	25.68%
Wtr. & Swr. Fund Net Profit (Loss)	<b>(\$1,420,904)</b>	<b>(\$227,677)</b>	<b>\$2,920,470</b>	<b>\$5,760,828</b>	
As of December 30, 2022 a total of \$1,202,166 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds					
<b>GAS</b>					
REVENUE	\$4,198,756	\$3,829,093	\$14,760,431	\$24,589,588	71.58%
EXPENDITURES	\$3,052,945	\$4,042,686	\$15,958,156	\$23,736,591	69.09%
Gas Fund Net Profit (Loss)	<b>\$1,145,811</b>	<b>(\$213,593)</b>	<b>(\$1,197,725)</b>	<b>\$852,997</b>	
<b>ELECTRIC</b>					
REVENUE	\$3,782,358	\$4,327,555	\$25,705,395	\$29,072,945	53.36%
EXPENDITURES	\$4,017,909	\$4,150,434	\$25,462,886	\$28,658,430	52.60%
Electric Fund Net Profit (Loss)	<b>(\$235,551)</b>	<b>\$177,121</b>	<b>\$242,509</b>	<b>\$414,515</b>	
<b>STORMWATER</b>					
REVENUE	\$129,074	\$130,710	\$776,850	\$789,262	49.27%
EXPENDITURE	\$148,558	\$151,794	\$650,001	\$657,768	41.06%
Stormwater Fund Net Profit (Loss)	<b>(\$19,484)</b>	<b>(\$21,084)</b>	<b>\$126,849</b>	<b>\$131,494</b>	
<b>SOLID WASTE</b>					
REVENUE	\$264,283	\$559,683	\$1,793,907	\$1,948,412	53.56%
EXPENDITURE	\$428,971	\$385,786	\$1,575,769	\$1,591,777	43.75%
Solid Waste Fund Net Profit (Loss)	<b>(\$164,688)</b>	<b>\$173,897</b>	<b>\$218,138</b>	<b>\$356,635</b>	
<b>FIBER OPTICS</b>					
REVENUE	\$207,045	\$224,749	\$1,253,667	\$2,280,359	88.26%
EXPENDITURE	\$149,846	\$264,908	\$1,132,033	\$1,236,111	47.84%
Fiber Fund Net Profit (Loss)	<b>\$57,199</b>	<b>(\$40,159)</b>	<b>\$121,634</b>	<b>\$1,044,248</b>	

	Description	12/31/2022	FY 2023 Budget	% of Monthly Totals to Budget
<b>General Fund</b>	<b>Total Revenues</b>	<b>\$22,401,080</b>	<b>\$32,634,786</b>	<b>68.64%</b>
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$4,446,317	\$3,709,136	6253335.00%
	Local Option Sales Tax (LOST)	\$3,709,136	\$5,655,350	65.59%
	Other Taxes	\$6,253,335	\$9,844,265	63.52%
	Building Permit & Inspection Fees	\$789,044	\$500,000	157.81%
	Fines and Forfeitures	\$155,511	\$350,000	44.43%
	Operating Transfers In-City Utilities	\$1,599,806	\$3,921,595	40.79%
	Other Revenues	\$4,513,131	\$6,784,840	66.52%
	School Bonds	\$934,800	\$1,869,600	50.00%
	<b>Total Expenditures</b>	<b>\$15,598,975</b>	<b>\$33,736,215</b>	<b>46.24%</b>
	Personnel Expenses	\$10,379,102	\$21,154,470	49.06%
	Operating Expenses	\$3,806,395	\$8,231,995	46.24%
	Capital Expenses	\$243,928	\$2,010,650	12.13%
	GO Bond Expense for School	\$934,800	\$1,869,600	50.00%
	Library Appropriations	\$234,750	\$469,500	50.00%
<b>Water &amp; Sewer Fund</b>	<b>Total Revenues</b>	<b>\$15,321,562</b>	<b>\$37,578,785</b>	<b>40.77%</b>
	Water Sales	\$8,961,727	\$14,418,600	62.15%
	Sewer Sales	\$5,155,355	\$7,618,465	67.67%
	Bond Proceeds	\$0	\$4,750,000	0.00%
	Use of Reserves	\$0	\$8,445,720	0.00%
	Prior Year Capacity Fees	\$0	\$1,660,000	0.00%
	Other Revenues	\$1,204,480	\$686,000	175.58%
	<b>Total Expenditures</b>	<b>\$9,560,734</b>	<b>\$37,578,785</b>	<b>25.44%</b>
	Personnel Expenses	\$2,188,199	\$4,772,175	45.85%
	Operating Expenses	\$2,358,374	\$5,474,765	43.08%
	Capital Expenses	\$1,104,105	\$16,360,000	6.75%
Capital Expenses (Bond Funds)	\$1,202,166	\$4,750,000	25.31%	
Transfer To General Fund	\$1,305,132	\$2,603,620	50.13%	
Debt Payments	\$1,402,758	\$3,618,225	38.77%	
<b>Gas Fund</b>	<b>Total Revenues</b>	<b>\$24,589,588</b>	<b>\$34,353,845</b>	<b>71.58%</b>
	Gas Sales	\$20,909,581	\$27,171,365	76.95%
	Gas Commodity Charge	\$716,355	\$1,494,210	47.94%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$2,963,652	\$1,627,250	182.13%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$23,736,591</b>	<b>\$34,353,845</b>	<b>69.09%</b>
	Personnel Expenses	\$1,191,946	\$2,575,270	46.28%
	Operating Expenses	\$741,729	\$1,738,485	42.67%
Purchase of Natural Gas	\$18,034,950	\$19,372,045	93.10%	
Transfer to General Fund	\$1,804,052	\$3,608,105	50.00%	
Debt Service	\$454,480	\$779,695	58.29%	
Capital Expenses	\$1,509,434	\$6,280,245	24.03%	

	Description	12/31/2022	FY 2023 Budget	% of Monthly Totals to Budget
<b>Electric Fund</b>	<b>Total Revenues</b>	<b>\$29,072,945</b>	<b>\$54,485,200</b>	<b>53.36%</b>
	Electric Sales	\$28,148,550	\$49,562,840	56.79%
	Other Revenues	\$924,395	\$2,123,850	43.52%
	Use of Reserves	\$0	\$2,798,510	
	<b>Total Expenses</b>	<b>\$28,658,430</b>	<b>\$54,485,200</b>	<b>52.60%</b>
	Personnel Expenses	\$1,521,109	\$2,942,740	51.69%
	Operating Expenses	\$915,002	\$1,798,105	50.89%
	Purchase of Electricity	\$23,756,134	\$41,921,610	56.67%
	Capital Expenses	\$797,208	\$4,484,790	17.78%
	Transfer to General Fund	\$1,668,977	\$3,337,955	50.00%
<b>Stormwater Fund</b>	<b>Total Revenues</b>	<b>\$789,262</b>	<b>\$1,602,000</b>	<b>49.27%</b>
	Stormwater Revenues	\$772,146	\$1,538,000	50.20%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$17,116	\$14,000	122.26%
	Proceeds from Capital Leases	\$0	\$50,000	0.00%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$657,768</b>	<b>\$1,602,000</b>	<b>41.06%</b>
	Personnel Expenses	\$429,625	\$854,200	50.30%
	Operating Expenses	\$228,143	\$406,145	56.17%
Capital Expenses	\$0	\$341,655	0.00%	
<b>Solid Waste Fund</b>	<b>Total Revenues</b>	<b>\$1,948,412</b>	<b>\$3,638,135</b>	<b>53.56%</b>
	Refuse Collections Revenues	\$1,663,011	\$3,154,240	52.72%
	Other Revenues	\$62,233	\$77,000	80.82%
	Proceeds From Capital Leases	\$223,168	\$406,895	54.85%
	<b>Total Expenses</b>	<b>\$1,591,778</b>	<b>\$3,638,135</b>	<b>43.75%</b>
	Personnel Expenses	\$726,932	\$1,541,835	47.15%
Operating Expenses	\$864,846	\$1,689,405	51.19%	
Capital Expenses	\$0	\$406,895	0.00%	
<b>Fiber Optics Fund</b>	<b>Total Revenues</b>	<b>\$2,280,359</b>	<b>\$2,583,800</b>	<b>88.26%</b>
	Fiber Optics Revenues	\$1,200,162	\$2,399,000	50.03%
	GIS Revenues	\$57,875	\$115,500	50.11%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$1,022,322	\$69,300	1475.21%
	<b>Total Expenses</b>	<b>\$1,236,111</b>	<b>\$2,583,800</b>	<b>47.84%</b>
	Personnel Expenses	\$467,292	\$931,440	50.17%
	Operating Expenses	\$617,119	\$1,037,985	59.45%
	MEAG Telecom Statewide Pymt	\$1,971	\$7,890	0.00%
	Debt Payment	\$5,169	\$0	0.00%
Capital Expenses	\$47,318	\$412,000	11.48%	
Transfers to General Fund	\$97,242	\$194,485	50.00%	

Cash Position	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$64,173,865.40	\$65,068,680.73	\$66,636,417.94	\$68,343,258.41	\$74,286,980.83	\$85,524,327.27	\$76,377,948.59
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95	\$188,897,215.65	\$192,476,089.23	\$197,008,833.59	\$194,741,959.53
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of December 2022:  
 Unrestricted cash decreased due to increases in the Gas and Solid Waste Funds, while decreases occurred in the General, Water, Stormwater, Electric Fiber, Insurance, and Garage funds.

Restricted cash decreased due to increases in the Hotel Motel Tax, TPD, Motor Vehicle Tax, and SPLOST 2020 Funds, while decreases occurred in the ARPA, GO Parks & Rec Bond, SPLOST 2003, Debt Service, and Pension Funds.

SPLOST Account Balances	
SPLOST 2003	\$14,410.69
SPLOST 2014	\$231,991.10
SPLOST 2020	\$8,106,755.56