



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, May 16, 2024 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

Keith Lovell

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. May 2 and May 7, 2024

MONTHLY FINANCIAL STATEMENT

2. March 2024 Financial Report

APPOINTMENTS

3. Alcohol Control Board

4. Board of Zoning Appeals

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

5. AZ24-02. 72, 78 & 80 Bates Rd. Applicant: Switch Ltd.

RESOLUTIONS

6. Airport Authority

- [7.](#) Creation of Festival Zone

SURPLUS EQUIPMENT

- [8.](#) Surplus Equipment

CONTRACTS/AGREEMENTS

- [9.](#) MOU with DCA for Annual Program Accreditation
- [10.](#) Watershed Protection Plan Monitoring

EASEMENTS

- [11.](#) 1085 Burnt Hickory Road Easement

BID AWARD/PURCHASES

- [12.](#) Waterford Sewer Relocation
- [13.](#) Mimosa-Chestnut Water Main Replacement Bid Award
- [14.](#) Mail Center (billing)
- [15.](#) Inserting System (billing)
- [16.](#) Fortinet Fiber Switch
- [17.](#) Compact Excavator Purchase
- [18.](#) Garbage Cart Purchase
- [19.](#) Commercial Dumpster Purchase
- [20.](#) Automated Side Loader Repair
- [21.](#) Terrell Heights Phase II Stormwater Improvement

ENGINEERING SERVICES

- [22.](#) Terrell Heights Phase I and II- Engineering Services

OTHER

- [23.](#) Letter of Intent for Multi-Jurisdictional Hazard Mitigation Plan

BID AWARDS/PURCHASES

- [24.](#) Self-Contained Breathing Apparatus Repair

ADJOURNMENT

Persons with disabilities needing assistance to participate in any of these proceedings should contact the human resources office, ADA coordinator, 48 hours in advance of the meeting at 770-387-5616.

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	May 2 and May 7, 2024
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Council Minutes from May 2, 2024, have been uploaded for your review and approval.</p> <p>Additionally, the Special Called Council Meeting minutes from May 7, 2024 have been uploaded for your review and approval.</p>
LEGAL:	NA

City Council Meeting
City Hall – Council Chambers
May 2, 2024
6:00 P.M. – Work Session / 7:00 P.M. – Council Meeting

WORK SESSION

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

Council Member Fox made a motion to enter Closed Session for the purposes of Potential Litigation and Property Acquisition. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

Mayor Santini closed Work Session at 7:00 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:02 P.M.

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Stepp.

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

Absent:

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. April 18, 2024, Council Meeting Minutes

Council Member Hodge made a motion to approve the April 18, 2024, Council Meeting Minutes. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

APPOINTMENTS

2. Cartersville Building Authority

Dan Porta stated that there are three (3) members of the Cartersville Building Authority that are willing to continue to serve. Those members are Dan Porta, Mike Fields, and Ralph Miller. If re-appointed, their new terms would expire May 15, 2028.

Council Member Roth made a motion to approve the Cartersville Building Authority Appointments. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

PUBLIC HEARING- 2nd READING OF ZONING/ANNEXATION REQUESTS

3. AZ24-01: 144 Cassville Rd

Applicant: Old Castle APG South, Inc.

Randy Mannino, Planning and Development Director, stated AZ24-01 and Z24-04 are directly related and will be presented together. Continuing, he stated the applicant requests annexation into the city. The proposed zoning is H-I (Heavy Industrial). If approved, staff recommends the following zoning conditions:

- A. Stormwater runoff and stormwater quality solutions are required for the site as outlined in City of Cartersville’s Code of Ordinances, CHAPTER 7.5, DEVELOPMENT REGULATIONS, ARTICLE IX, POST-CONSTRUCTION STORMWATER MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT.
- B. If the applicant desires to dispose of inert waste onsite then an inert landfill must be designed, reviewed, and permitted through the GA EPD.

The Planning Commission recommended approval 6-0.

Mayor Santini opened the public hearing for the zoning portion of the application.

Keith Lovell, City Attorney, stated that all comments made for the zoning portion of the case would be referenced in the annexation portion, as well.

Brandon Bowen, 15 S. Public Square, came forward to represent the application. Continuing, he stated that he and the neighbors of 144 Cassville Rd. came together to discuss the concerns and came up with some agreeable conditions. See Exhibit A.

Guy Parmenter, 114 Cassville Rd., came forward and stated that he was extremely pleased with the outcome of working with Old Castle APG South, Inc. and their willingness to come to an agreeable solution.

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

Mayor Santini opened the public hearing for the annexation portion of the application and with no other comments, the public hearing was closed.

Council Member Hodge made a motion to approve the annexation portion of AZ24-01. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 6-0

Council Member Hodge made a motion to approve the zoning portion of AZ24-01 with conditions agreed upon between Guy Parmenter and Old Castle APG South, Inc. Additionally, a copy of the agreement must be submitted to the City prior to the Certificate of Occupancy. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Ordinance #: 22-24 and 23-24

4. Z24-04: 144 Cassville Rd.

Applicant: Old Castle APG South, Inc.

Mr. Mannino stated the applicant requests a change in zoning from R-10 with conditions to H-I (Heavy Industrial) for the 4.2-acre tract. Staff does not oppose the Heavy Industrial (H-I)

zoning if the following conditions are applied to zoning:

- A. Concrete waste on Parcel C025-0006-092 needs to be removed from the floodplain and disposed of properly in an inert landfill as a condition of zoning approval per our local floodplain management standard as outlined in Article VI of our local development regulations.
- B. Stormwater runoff and stormwater quality solutions are required for the site as outlined in City of Cartersville's Code of Ordinances, CHAPTER 7.5, DEVELOPMENT REGULATIONS, ARTICLE IX, POST-CONSTRUCTION STORMWATER MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT.
- C. If the applicant desires to dispose of inert waste onsite then an inert landfill must be designed, reviewed, and permitted through the GA EPD.

The Planning Commission recommended approval 6-0.

Mayor Santini opened the public hearing and stated all previous comments were to follow this case, as well.

With no one else to come forward to speak for or against Z24-04, the public hearing was closed.

Council Member Hodge made a motion to approve the zoning portion of Z24-04 with conditions agreed upon between Guy Parmenter and Old Castle APG South, Inc. Additionally, a copy of the agreement must be submitted to the City prior to the Certificate of Occupancy. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Ordinance #: 21-24

5. Z24-03: 0 Thornwood Dr.

Applicant: WJDS, Inc.

Mr. Mannino stated the applicant requests a change in zoning from G-C to RA-12 (Residential Attached) to construct approximately 96 for-rent townhomes on the 9.5-acre tract. Staff does not oppose the rezoning with the following conditions for utilities:

- A. The Developer to provide a City of Cartersville utility easement with a width suitable to locate all proposed and future utilities with adequate separation. A utility easement along Thornwood Drive is required to extend 30 feet from the centerline of Thornwood Drive.
- B. Developer to extend the existing water line on Thornwood Drive and loop the proposed water line inside the development.

The Planning Commission recommended denial 6-0.

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

Council Member Fox made a motion to deny Z24-03. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

EMERGENCY ORDINANCE

6. Correction to Ordinance No. 03-21 Section 4-121

Keith Lovell, City Attorney, stated this emergency ordinance corrects a typographical error in the hours for service alcohol sales and is to become effective upon adoption on one reading.

Council Member Cooley made a motion to approve the Correction to Ordinance 03-21 Section 4-121. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Ordinance #: 20-24

Council Member Hodge made a motion to add one (1) item to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

ADDED ITEM

7. Ante-Litem Ruth Kyle

Mr. Lovell stated his office received an ante-litem notice from Ruth Kyle. It was recommended to deny the ante litem notice.

Council Member Roth made a motion to deny the ante litem notice for Ruth Kyle. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Resolution #: 18-24

CONTRACTS/AGREEMENTS

8. Civil Engineering and Construction Documents for Dellinger Park Softball Fields

Steve Roberts, Parks and Recreation Director, stated CPL Architecture, Engineering, and Planning provided a proposal for Professional Consulting and Design Services to the City of Cartersville for the Dellinger Park Softball Fields. This proposal includes the documents needed for the sitework and installation of the turf fields. It will also include building documents for the high school's field house. The cost for CPL's services is \$89,500 for the fields and \$113,000.00 for the field house. The school system will pay the cost of the field house documents. This is not a budgeted request, but funds are available.

Council Member Roth made a motion to approve the Civil Engineering and Construction Documents for Dellinger Park Softball Fields. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

9. Futura NDA

Freddy Morgan, Assistant City Manager, stated Council approval was requested and an authorized signature from the Mayor for the Futura NDA. We are working with Futura to provide the software to migrate/transfer and store our Electric CAD data into an ESRI GIS environment.

Council Member Roth made a motion to approve the Futura NDA. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

BID AWARD/PURCHASES

10. Transformer Purchases

Mr. Morgan stated the Electric Department is requesting authorization to purchase (1) 1500 kVA transformer, (1) 1000 kVA, and (1) 300 kVA transformer to replace the emergency backup units that are now in use. Gresco provided a quote of \$147,220.00 and has all three units available for immediate delivery. This is a budgeted expense.

Council Member Cordell made a motion to approve the Transformer Purchases. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

11. CGS Waterproofing of 1 N. Erwin St. Building

Mr. Porta stated the City Manager’s building has had an issue with water getting into the basement for decades and as we plan to make improvements to this building, it was recommended to hire CGS Waterproofing to install a French drain, sump pump, and waterproofing system to address the moisture issue. This is not a budgeted request, but funds are available.

Council Member Cordell made a motion to approve the CSG Waterproofing of 1 N. Erwin St. Building. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

ADJOURNMENT

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

Meeting Adjourned at 7:24 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk

OPENING MEETING

Mayor Santini called the Council Meeting to order at 4:10 P.M.

The City Council met in 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; Dan Porta, City Manager; Ashley Peters, Deputy City Clerk; and Keith Lovell, City Attorney.

Absent: Kari Hodge, Council Member Ward One and Alyssa Cordell, Council Member Ward Six

BUDGET OVERVIEW

Tom Rhinehart, Finance Department Director, went over the 2024-2025 budget with Council Members and Directors.

Council Member Stepp made a motion to enter Closed Session for the purpose of Personnel. Council Member Cooley seconded the motion. Motion carried unanimously. Vote 4-0.

Council Member Fox made a motion to reconvene the meeting. Council Member Roth seconded the motion. Motion carried unanimously. Vote 4-0

APPOINTMENTS

Keith Lovell, City Attorney, stated there is a recommendation by the City Manager for the new Electric Superintendent. Three finalists were interviewed for the position with one withdrawing from consideration. The two candidates remaining will have their resumes given to the members of the press. The finalist will be brought before the City Council within 14 days.

If all members agree, it would be appropriate for a motion to authorize the City Manager to submit recommendations to the Mayor and City Council at the next council meeting or Special Called meeting.

Council Member Stepp made a motion to approve the submittal of the recommendations to the Council. Council Member Fox seconded the motion. Motion carried unanimously. Vote 4-0.

ADJOURNMENT

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

Meeting Adjourned at 5:00 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Ashley Peters
Deputy City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	March 2024 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for March 2024.
LEGAL:	None

MONTHLY SUMMARY
As of March, 2024

	FY 2022-23	FY 2023-24	FY 2022-23	FY 2023-24	100.00% OF BUDGET (Year to Date)
	MONTH OF March-23	MONTH OF March-24	Year to Date March-23	Year to Date March-24	
<i>GENERAL FUND excluding SPROST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$2,441,712	\$2,382,385	\$31,027,154	\$50,263,536	126.06%
EXPENDITURE	\$2,210,917	\$2,505,039	\$22,924,320	\$27,073,026	67.90%
Gen. Fund Net Profit (Loss)	\$230,795	(\$122,654)	\$8,102,834	\$23,190,510	
<i>WATER & SEWER</i>					
REVENUE	\$3,968,366	\$2,493,616	\$24,485,939	\$25,087,635	56.00%
EXPENDITURE	\$1,718,786	\$3,486,140	\$14,758,774	\$26,818,822	59.86%
Wtr. & Swr. Fund Net Profit (Loss)	\$2,249,580	(\$992,524)	\$9,727,165	(\$1,731,187)	
<i>As of March 31, 2024 a total of \$1,896,630 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
<i>GAS</i>					
REVENUE	\$2,850,443	\$3,366,442	\$37,485,019	\$26,240,135	54.12%
EXPENDITURES	\$2,427,781	\$1,746,627	\$31,266,627	\$20,701,843	42.70%
Gas Fund Net Profit (Loss)	\$422,662	\$1,619,815	\$6,218,392	\$5,538,292	
<i>ELECTRIC</i>					
REVENUE	\$5,306,328	\$6,555,946	\$43,259,553	\$46,318,747	73.58%
EXPENDITURES	\$4,995,535	\$4,742,379	\$42,507,537	\$44,848,897	71.25%
Electric Fund Net Profit (Loss)	\$310,793	\$1,813,567	\$752,016	\$1,469,850	
<i>STORMWATER</i>					
REVENUE	\$136,163	\$140,827	\$1,195,978	\$1,341,822	84.82%
EXPENDITURE	\$91,858	\$77,676	\$948,035	\$922,609	58.32%
Stormwater Fund Net Profit (Loss)	\$44,305	\$63,151	\$247,943	\$419,213	
<i>SOLID WASTE</i>					
REVENUE	\$399,344	\$292,592	\$2,958,764	\$3,204,769	91.59%
EXPENDITURE	\$210,323	\$201,165	\$2,388,607	\$2,467,330	70.52%
Solid Waste Fund Net Profit (Loss)	\$189,021	\$91,427	\$570,157	\$737,439	
<i>FIBER OPTICS</i>					
REVENUE	\$242,402	\$218,998	\$2,956,921	\$2,006,151	76.56%
EXPENDITURE	\$194,569	\$222,034	\$1,820,551	\$1,866,751	71.24%
Fiber Fund Net Profit (Loss)	\$47,833	(\$3,036)	\$1,136,370	\$139,400	

	Description	3/31/2024	FY 2024 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$50,263,536	\$39,874,050	126.06%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$6,053,040	\$6,422,485	94.25%
	Local Option Sales Tax (LOST)	\$6,331,222	\$7,208,530	87.83%
	Other Taxes	\$8,765,935	\$11,006,185	79.65%
	Building Permit & Inspection Fees	\$978,071	\$400,000	244.52%
	Fines and Forfeitures	\$660,324	\$400,000	165.08%
	Operating Transfers In-City Utilities	\$3,502,880	\$4,619,200	75.83%
	Other Revenues	\$21,037,264	\$5,848,050	359.73%
	School Bonds	\$2,934,800	\$3,969,600	73.93%
	Total Expenditures	\$27,073,026	\$39,874,050	67.90%
	Personnel Expenses	\$16,283,296	\$21,597,240	75.40%
	Operating Expenses	\$6,205,369	\$9,881,120	62.80%
	Capital Expenses	\$1,297,436	\$4,105,390	31.60%
	GO Bond Expense for School	\$2,934,800	\$3,819,600	76.84%
	Library Appropriations	\$352,125	\$470,700	74.81%
Water & Sewer Fund	Total Revenues	\$25,087,635	\$44,800,765	56.00%
	Water Sales	\$14,146,841	\$16,950,000	83.46%
	Sewer Sales	\$8,136,287	\$8,900,000	91.42%
	Bond Proceeds	\$0	\$2,000,000	0.00%
	Use of Reserves	\$0	\$12,740,000	0.00%
	Prior Year Capacity Fees	\$0	\$2,650,000	0.00%
	Other Revenues	\$2,804,507	\$1,560,765	179.69%
	Total Expenditures	\$26,818,822	\$44,800,765	59.86%
	Personnel Expenses	\$3,297,135	\$4,441,615	74.23%
	Operating Expenses	\$3,682,779	\$5,334,125	69.04%
	Capital Expenses	\$13,115,978	\$26,452,180	49.58%
Capital Expenses (Bond Funds)	\$1,896,630	\$2,000,000	94.83%	
Transfer To General Fund	\$2,215,215	\$2,953,620	75.00%	
Debt Payments	\$2,611,085	\$3,619,225	72.14%	
Gas Fund	Total Revenues	\$26,240,135	\$48,484,010	54.12%
	Gas Sales	\$23,884,494	\$36,355,020	65.70%
	Gas Commodity Charge	\$1,129,250	\$1,495,800	75.49%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$1,226,391	\$960,115	127.73%
	Use of Reserves	\$0	\$9,673,075	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$20,701,843	\$48,484,010	42.70%
	Personnel Expenses	\$1,931,089	\$2,494,780	77.41%
	Operating Expenses	\$1,163,471	\$1,782,945	65.26%
Purchase of Natural Gas	\$12,032,267	\$25,500,000	47.19%	
Transfer to General Fund	\$2,980,900	\$3,958,105	75.31%	
Debt Service	\$430,096	\$819,300	52.50%	
Capital Expenses	\$2,164,020	\$13,928,880	15.54%	

	Description	3/31/2024	FY 2024 Budget	% of Monthly Totals to Budget	
Electric Fund	Total Revenues	\$46,318,748	\$62,949,910	73.58%	
	Electric Sales	\$42,638,849	\$59,339,880	71.86%	
	Other Revenues	\$3,679,899	\$1,760,030	209.08%	
	Use of Reserves	\$0	\$1,850,000		
	Total Expenses	\$44,848,897	\$62,949,910	71.25%	
	Personnel Expenses	\$2,214,311	\$2,896,230	76.45%	
	Operating Expenses	\$1,393,672	\$1,956,170	71.24%	
	Purchase of Electricity	\$35,258,796	\$46,938,660	75.12%	
	Capital Expenses	\$3,291,152	\$7,570,895	43.47%	
	Transfer to General Fund	\$2,690,966	\$3,587,955	75.00%	
Stormwater Fund	Total Revenues	\$1,341,822	\$1,582,000	84.82%	
	Stormwater Revenues	\$1,224,376	\$1,568,000	78.09%	
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!	
	Other Revenues	\$45,697	\$14,000	326.41%	
	Proceeds from Capital Leases	\$71,749	\$0	#DIV/0!	
	Use of Reserves	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	Total Expenses	\$922,609	\$1,582,000	58.32%	
	Personnel Expenses	\$555,373	\$853,120	65.10%	
	Operating Expenses	\$295,487	\$456,570	64.72%	
Capital Expenses	\$71,749	\$272,310	26.35%		
Solid Waste Fund	Total Revenues	\$3,204,769	\$3,499,000	91.59%	
	Refuse Collections Revenues	\$2,643,203	\$3,470,000	76.17%	
	Other Revenues	\$70,807	\$29,000	244.16%	
	Proceeds From Capital Leases	\$490,759	\$0	#DIV/0!	
	Total Expenses	\$2,467,330	\$3,499,000	70.52%	
	Personnel Expenses	\$1,050,709	\$1,437,430	73.10%	
	Operating Expenses	\$1,214,682	\$1,814,735	66.93%	
	Capital Expenses	\$201,939	\$246,835	81.81%	
	Fiber Optics Fund	Total Revenues	\$2,006,151	\$2,620,325	76.56%
		Fiber Optics Revenues	\$1,841,893	\$2,410,525	76.41%
GIS Revenues		\$84,875	\$115,500	73.48%	
Proceeds from Capital Leases		\$0	\$0	#DIV/0!	
Other Revenues		\$79,383	\$94,300	84.18%	
Total Expenses		\$1,866,751	\$2,620,325	71.24%	
Personnel Expenses		\$734,114	\$1,017,985	72.11%	
Operating Expenses		\$930,843	\$1,012,070	91.97%	
MEAG Telecom Statewide Pymt		\$0	\$0	0.00%	
Debt Payment		\$4,937	\$5,725	0.00%	
Capital Expenses	\$35,992	\$370,060	9.73%		
Transfers to General Fund	\$160,865	\$214,485	75.00%		

Cash Position	6/30/23	7/31/23	8/31/23	9/30/23	10/31/23	11/30/23	12/31/23
Total Unrestricted Cash Balance	\$86,014,423.75	\$83,843,178.12	\$84,297,670.05	\$84,090,744.34	\$87,776,683.79	\$88,725,501.76	\$88,746,327.86
Total Restricted Cash Balance	\$201,845,990.22	\$203,713,010.57	\$203,372,292.15	\$202,519,636.22	\$202,616,905.95	\$204,165,891.34	\$203,912,318.14
Cash Position		1/31/24	2/28/24	3/31/24	4/30/24	5/31/24	6/30/24
Total Unrestricted Cash Balance		\$92,696,326.08	\$110,009,321.63	\$108,724,348.64			
Total Restricted Cash Balance		\$203,779,673.63	\$203,583,096.97	\$201,912,555.74			

Highlights for the Month of March 2024:
 Unrestricted cash decreased due to increases in the Gas, Electric, Solid Waste, and Stormwater Funds, while decreases occurred in the General, Grant, Water, Fiber, Insurance, and Garage funds.
 Restricted cash decreased due to increases in the DEA, TPD, GO Parks & Rec Bond, Debt Service, Hotel-Motel Tax, and Motor Vehicle Tax Funds, while decreases occurred in the ARPA and SPLOST 2020 Funds and the MEAG Generation Trust Account (monthly billing adjustments for March).

SPLOST Account Balances	
SPLOST 2014	\$231,991.10
SPLOST 2020	\$11,409,512.91



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Alcohol Control Board
DEPARTMENT SUMMARY RECOMMENDATION:	If approved, Patti Rogers and Dan Heilman are willing to continue to serve with a term expiration date of June 5, 2028.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Board of Zoning Appeals
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Lamar Pendley and JB Hudson terms expire June 1, 2024, and both are willing to continue to serve.</p> <p>If approved, Lamar Pendley will have a new term expiration of June 1, 2026 and JB Hudson will have a new term expiration of June 1, 2028.</p>
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Public Hearing – 2 nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ24-02. 72, 78 & 80 Bates Rd. Applicant: Switch Ltd.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests annexation of (4) parcels into the City to be combined with the current Technology district and data center campus. Proposed zoning is “T” (Technology).</p> <p>Staff does not oppose the annexation or Technology District (T) zoning as long as the following conditions are applied to zoning. Similar conditions were adopted with the original zoning per file Z23-02, approved 11-2-23.:</p> <p>Zoning Conditions:</p> <ol style="list-style-type: none"> 1. All minimum zoning development standards for the "T" zoning district are followed per Text Amendment, T23-04. 2. A minimum 100 ft. natural landscape buffer for the purposes of visual screening remains in place along all adjacent residential use or zoned properties. The 100 ft. buffer may include the building setback. 3. If the minimum 100 ft. natural landscape buffer is disturbed, then the buffer is to be planted with landscape material appropriate to re-establish the buffer and visual screen. 4. The public entrance shall be on Old Alabama Road. No public access from the Bates Road driveway. 5. Access to landlocked properties are to be negotiated between Switch LTD and affected property owners, as requested by the property owner. 6. Access to the NRCS flood control structures be negotiated between Switch LTD and the NRCS or their representative, as required. 7. All site plans for future development phases after Phase 1 are to be shared with the Paulding County Community Development office. 8. The subject property’s principal use shall be limited to data processing, storage, hosting and related services and accessory uses shall include principal uses listed as permitted uses in the Technology district ordinance which are associated with data processing, storage, hosting and related services as well as security and customary accessory uses. <p>Planning Commission recommended approval.</p>
LEGAL:	N/A

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ24-02

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Switch Ltd

Representative: Brandon Bowen, Esq.

Location: 1. 72 Bates Road, Tax Parcel ID 0075-1102-001 containing 24.05 +/- acres;
2. 78 Bates Road, Tax Parcel IDs 0075-1102-001 and 0075-1102-002
containing 5.0+/- acres;
3. 80 Bates Road, Tax Parcel ID 0075-1102-003 containing 5.0+/- acres.

Total Acreage: 34.05 +/- Acres

LAND USE INFORMATION

Current Zoning: County A-1 (Agriculture)

Proposed Zoning: "T" (Technology)

Proposed Use: Addition to Data Warehouse campus

Current Zoning of Adjacent Property:

North: "T" (Technology)

South: "T" (Technology)

East: County A-1

West: "T" (Technology)

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 1102 and 1131

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

The Future Development Map designates adjacent properties as: Neo-traditional Neighborhood

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

ANALYSIS

City Departments Reviews

Electric: Not in Service Area

Fibercom: No comments received.

Fire: No comments received.

Gas: Takes no exception.

Planning and Development: Takes no exception.

Public Works: Not in Service Area. Bates Road is a County road.

Water and Sewer: Not in Service Area

Cartersville School District: N/A

Bartow County School District: No comments received.

Bartow County: No objections.

Public comments: None received as of 4-24-24.

REQUEST SUMMARY:

Applicant requests to annex (4) properties located at 72, 78 & 80 Bates Road and totaling 34.05 acres (+/-). The properties are privately owned by three individual owners and used as residential properties. Three homes are present on the four properties. The applicants' intent is to combine these properties with the existing Switch Ltd properties that will be developed as a data warehouse campus.

"T", Technology, zoning is requested for the parcels. The existing zoning is County A-1 (Agriculture).

Bartow County Water Department and Greystone Power are the current utility providers.

For now, the existing access easement and driveway will remain in place to serve properties identified as 82 and 84 Bates Rd, Parcel IDs 0075-1102-006 and 0075-1102-004, respectively.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will permit a use (Technology) that is suitable in view of the use and development of adjacent and nearby property.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use or usability of adjacent property.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
Under the current County A-1 zoning, the property does have a reasonable economic use as residential.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal will not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The proposed zoning does not conform to the city's land use plan for the area. (Residential); however, an update to the map is required following the rezoning of approx. 1,967 acres to Technology District for the Switch data warehouse campus.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The zoning proposal should not have an adverse environmental effect.
- H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
No additional conditions are known.

RECOMMENDATION: Staff does not oppose the annexation or Technology District (T) zoning as long as the following conditions are applied to zoning. Similar conditions were adopted with the original zoning per file Z23-02, approved 11-2-23.:

Zoning Conditions:

The following conditions are herein imposed on said tracts and are part of the approval of zoning:

1. All minimum zoning development standards for the "T" zoning district are followed per Text Amendment, T23-04.
2. A minimum 100 ft. natural landscape buffer for the purposes of visual screening remain in place along all adjacent residential use or zoned properties. The 100 ft. buffer may include the building setback.
3. If the minimum 100 ft. natural landscape buffer is disturbed, then the buffer is to be planted with landscape material appropriate to re-establish the buffer and visual screen.
4. Public entrance shall be on Old Alabama Road. No public access from the Bates Road driveway;
5. Access to landlocked properties are to be negotiated between Switch LTD and affected property owners, as requested by the property owner.
6. Access to the NRCS flood control structures be negotiated between Switch LTD and the NRCS or their representative, as required.
7. All site plans for future development phases after Phase 1 are to be shared with the Paulding County Community Development office.
8. The subject property's principal use shall be limited to data processing, storage, hosting and related services and accessory uses shall include principal uses listed as permitted uses in the Technology district ordinance which are associated with data processing, storage, hosting and related services as well as security and customary accessory uses.

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 74-23

Petition No. Z23-03

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by CARTER GROVE (ATLANTA) ASLI VI, which owns property located off Old Alabama Road, West of Bates Road, containing the following Bartow County Tax Assessors Parcel Numbers – C106-0001-002, C106-0001-001, C107-0001-015, C119-0001-001, C120-0001-001, C120-0001-003, C119-0001-003, C119-0001-002. Said property contains 1947.65 ± acres located in the 4th District, 3rd Section, Land Lots 959, 985, 986, 1031, 954, 991, 1027, 1028, 1029, 1059, 1060, 1061, 1062, 1099, 1100, 1101, 1102, 1134, 1132, 1131, 1130, 1175, 1174, 1173, 1172, 1205, 1204, 1203, 1202, 1201, 1247, 1246, 1245, 1275, 1274, 1129, 1176, 1177, 1200, 1199, 1198, 1197, 1248, 1249, 1250, 1251, 1252, 1253, 1273, 1272, 1271, 1270, 1269, and 1276 as shown on the attached plat Exhibit “A” and detailed on the Parcel List attached hereto and incorporated herein by reference as Exhibit “B.” Property is hereby rezoned from P-D (Planned Development [Carter Grove]) to T (Technology District) with the following conditions listed below. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

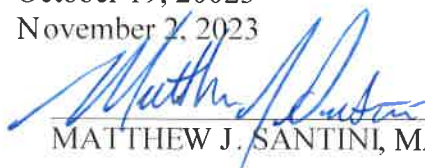
The following conditions are herein imposed on said tracts and are part of the approval of the rezoning:

1. All minimum zoning development standards for the "T" zoning district are followed per Text Amendment, T23-04.
2. A minimum 100 ft. natural landscape buffer for the purposes of visual screening remain in place along all adjacent residential use or zoned properties. The 100 ft. buffer may include the building setback.
3. If the minimum 100 ft. natural landscape buffer is disturbed, then the buffer is to be planted with landscape material appropriate to re-establish the buffer and visual screen.
- MODIFY** 4. Public entrance shall be on Old Alabama Road; no access from Carter Grove Blvd; access from Bates Road shall be limited to emergency access as required by governmental authorities, construction access until 60 days after GDOT construction on Old Alabama Road is completed, and private access. Upon the completion of GDOT construction on Old Alabama Road, any permitted construction activities on the site shall have a construction entrance that does not require use of Bates Road.

- OMIT X 5. Upon submission by the current property owner, Council shall terminate the Carter Grove Development Agreement, to the extent it covers the property which is the subject of this application.
6. Access to landlocked properties are to be negotiated between Switch LTD and affected property owners, as requested by the property owner.
 7. Access to the NRCS flood control structures be negotiated between Switch LTD and the NRCS or their representative, as required.
 8. All site plans for future development phases after Phase 1 are to be shared with the Paulding County Community Development office.
 9. The subject property's principal use shall be limited to data processing, storage, hosting and related services and accessory uses shall include principal uses listed as permitted uses in the Technology district ordinance which are associated with data processing, storage, hosting and related services as well as security and customary accessory uses.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: October 19, 20023
SECOND READING: November 2, 2023


MATTHEW J. SANTINI, MAYOR

ATTEST: 
JULIA DRAKE, CITY CLERK



BARTOW COUNTY

Steve Taylor, Sole Commissioner

April 12, 2024

Mr. David Hardegree
City of Cartersville
Planning and Development Department
2nd Floor, City Hall
10 N. Public Square
Cartersville, GA 30120

RE: Request by Switch
to annex property located off 72 Bates Road
Tax Parcel #'s 0075-1102-005, 0075-1102-001,
0075-1102-002 and 0075-1102-003

David:

This office has reviewed the above referenced annexation request and finds no objection to the application. The property is currently zoned A-1 (Agriculture) and is identified on the County's Future Land Use Map as Agriculture.

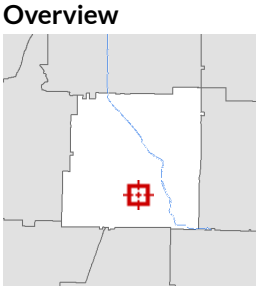
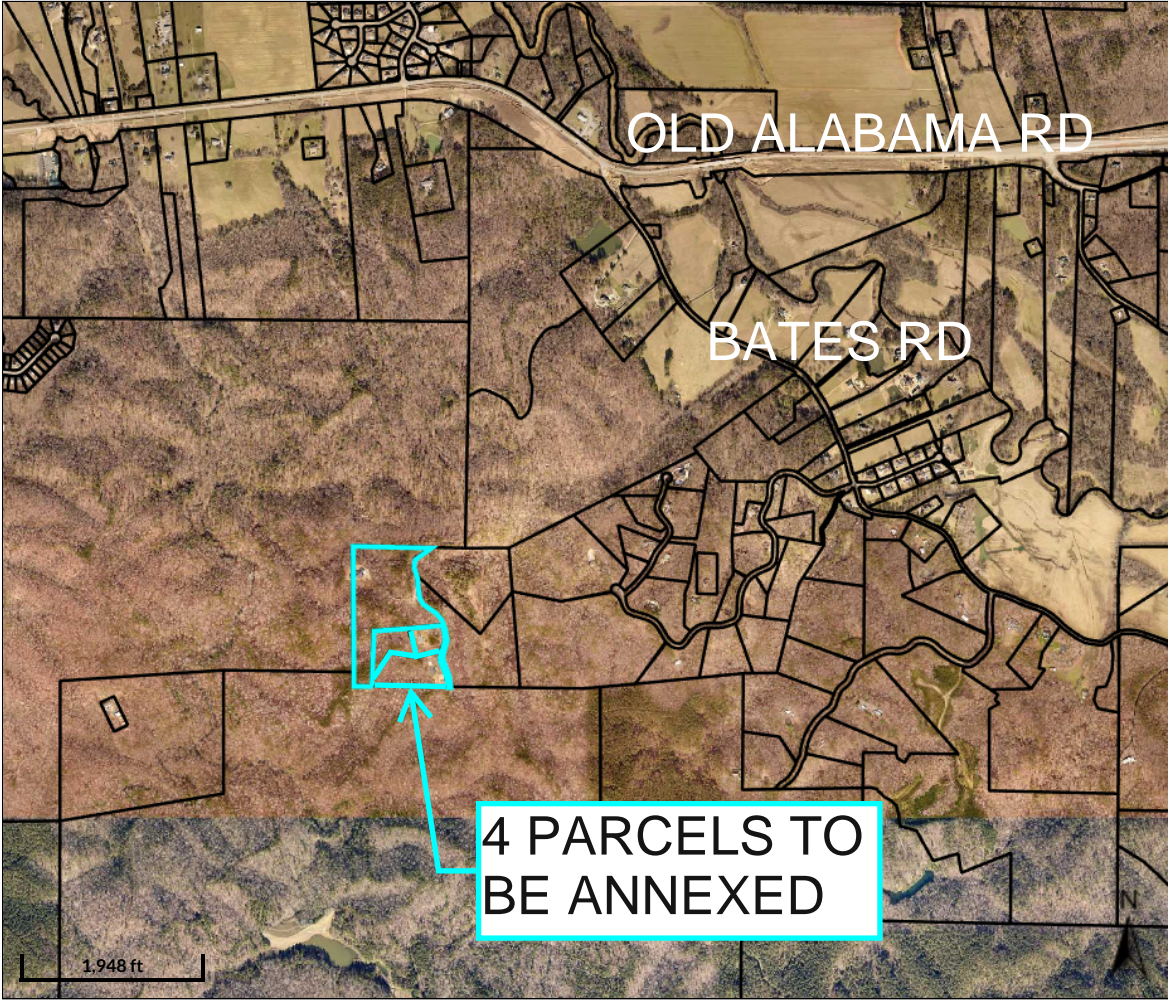
Sincerely,

A handwritten signature in blue ink that reads "Steve Taylor".

STEVE TAYLOR
Bartow County Commissioner

CB/kg

- c. Richard Osborne, Zoning
Joe Sutton, Bartow County Road Department
Jarrod Roberts, Tax Assessor
Melissa Lasebikan, GIS Department



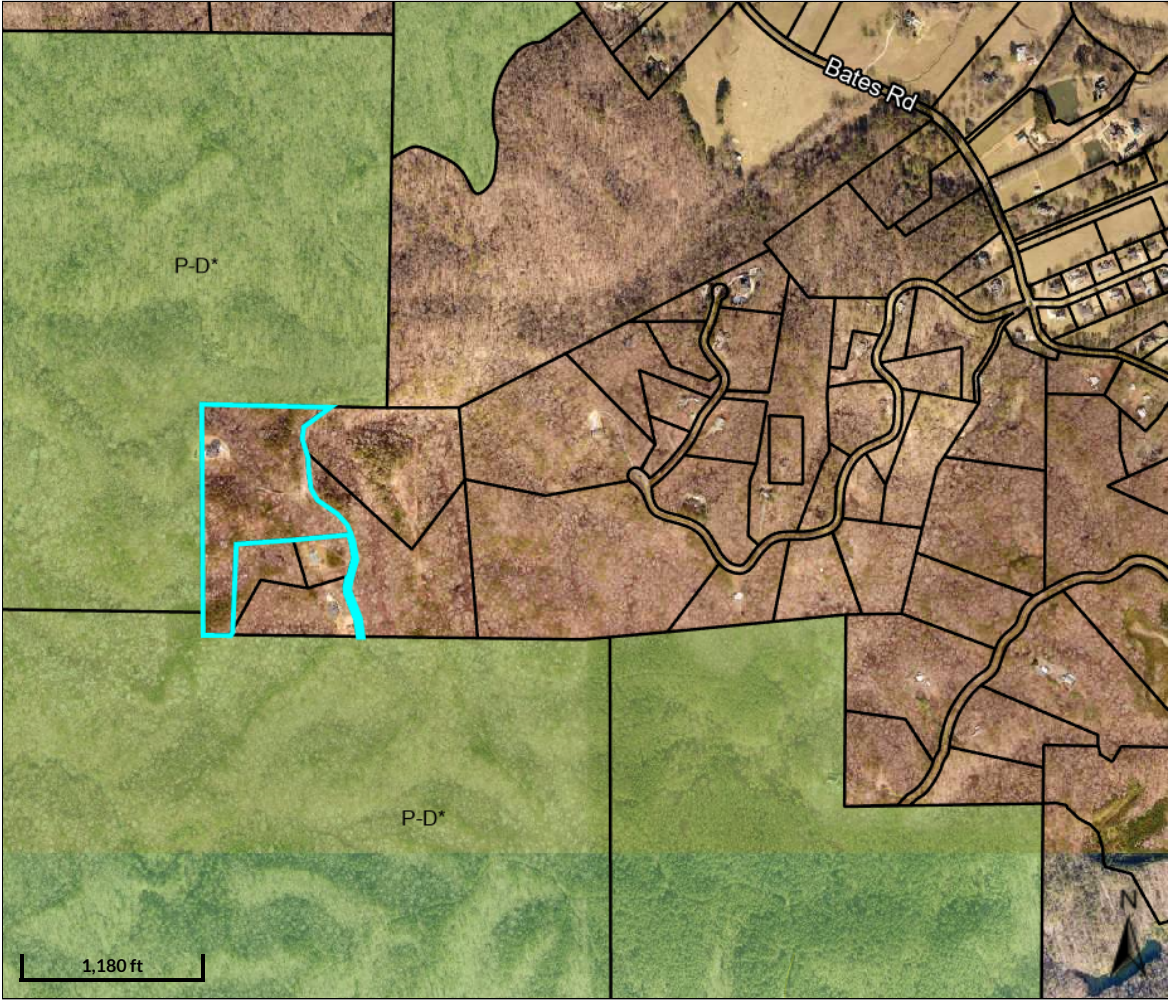
Legend
 □ Parcels
 — Roads

Parcel ID	0075-1102-005	Alternate ID	45243	Owner Address	HARDY JAMES EDWARD & SUSAN CATHERINE
Sec/Twp/Rng	n/a	Class	Consv Use		72 BATES RD SE
Property Address	72 BATES RD	Acreage	24.04		CARTERSVILLE, GA 30120
District	Bartow County				
Brief Tax Description	LL1102-1103 LD 4				

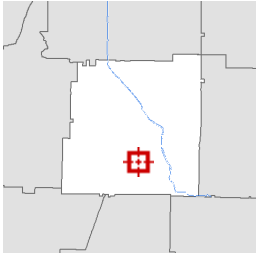
(Note: Not to be used on legal documents)

Date created: 4/5/2024
 Last Data Uploaded: 4/4/2024 10:57:24 PM

Developed by Schneider
 GEOSPATIAL



Overview



Legend

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

Parcel ID 0075-1102-005
Sec/Twp/Rng n/a
Property Address 72 BATES RD

Alternate ID 45243
Class Consv Use
Acreage 24.04

Owner Address HARDY JAMES EDWARD & SUSAN CATHERINE
 72 BATES RD SE
 CARTERSVILLE, GA 30120

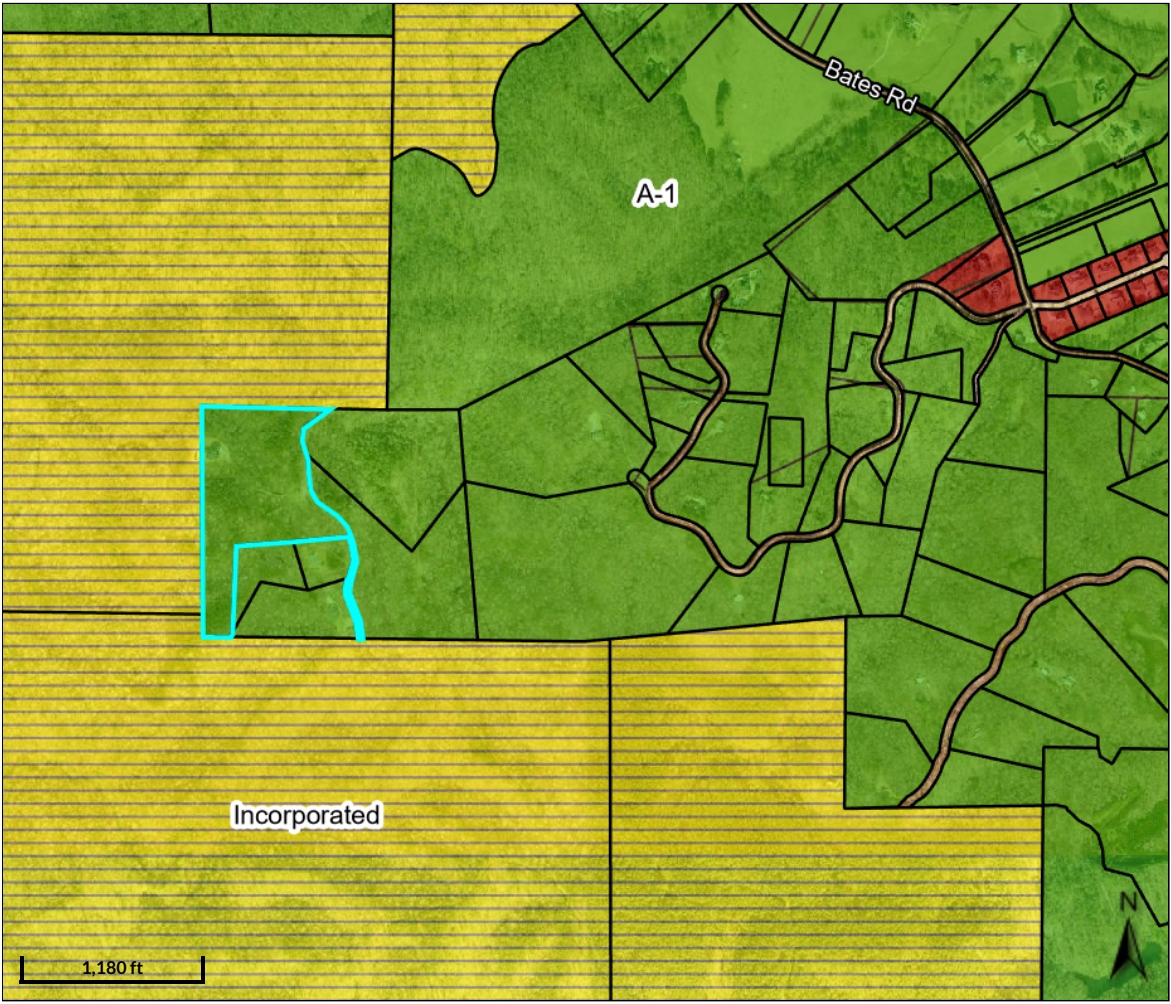
District
Brief Tax Description

Bartow County
LL1102-1103 LD 4
(Note: Not to be used on legal documents)

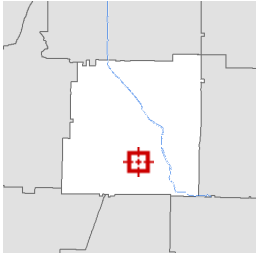
Meeting: May 2, 2024 Item5.

Date created: 4/5/2024
Last Data Uploaded: 4/4/2024 10:57:24 PM

Developed by  **Schneider**
GEOSPATIAL



Overview





Legend

- Parcels
- Roads

Bartow County Zoning

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

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

Parcel ID	0075-1102-005	Alternate ID	45243	Owner Address	HARDY JAMES EDWARD & SUSAN CATHERINE
Sec/Twp/Rng	n/a	Class	Consrv Use		72 BATES RD SE
Property Address	72 BATES RD	Acreage	24.04		CARTERSVILLE, GA 30120
District	Bartow County				
Brief Tax Description	LL1102-1103 LD 4				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/5/2024
 Last Data Uploaded: 4/4/2024 10:57:24 PM

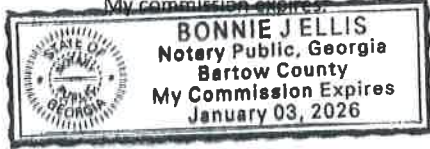
Developed by  Schneider
 GEOSPATIAL

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ2A-02
Date Received: 3-21-24

Public Hearing Dates:

Planning Commission 5/7/24 5:30pm 1st City Council 5/16/24 7:00pm 2nd City Council 6/6/24 7:00pm

Applicant Switch Office Phone _____
 (printed name)
 Address x 7135 S. Decatur Blvd. Mobile/ Other Phone _____
 City x Las Vegas State NV Zip 89188 Email sroberts@switch.com
Brandon L. Bowen Phone (Rep) 770/387-1273
 Representative's printed name (if other than applicant) Email (Rep) bbowen@jbswp.com
[Signature] x [Signature]
 Representative Signature Applicant Signature
 Signed, sealed and delivered in presence of:
Bonnie J. Ellis My commission expires:
 Notary Public 

* Titleholder _____ Phone _____
 (titleholder's printed name)
 Address _____ Email _____
 Signature _____ See Exhibit A
 Signed, sealed, delivered in presence of: My commission expires:

 Notary Public

Present Zoning District A-1 See Exhibit A 4" Requested Zoning _____
 Acreage _____ Land Lot(s) _____ District(s) _____ Section(s) _____
 Location of Property: West of BATES Rd Parcel ID No. _____
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: To annex and add to existing
Switch property.
 (attach additional statement as necessary)

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

JENKINS, BOWEN & WALKER, P.C.

ATTORNEYS AT LAW

Meeting: May 2, 2024 Item5.

FRANK E. JENKINS, III
BRANDON L. BOWEN
ROBERT L. WALKER
ERIK J. PIROZZI
ELLIOT T. NOLL
C. KIMBERLY PRINE

15 SOUTH PUBLIC SQUARE
CARTERSVILLE, GEORGIA 30120-3350

TELEPHONE
(770) 387-1373

FACSIMILE
(770) 387-2396

www.jbwpc.com

March 21, 2024

Mr. David Hardegree
City Planner

Re: Switch Annexation Application

Dear David,

I am presenting an application by Switch to annex into the City several properties along its eastern border. These are residential properties where the owners have reached an agreement to sell their homes to Switch. Upon annexation, the properties would become part of the Switch Cartersville campus.

Very truly yours,

JENKINS, BOWEN & WALKER, P.C.



Brandon L. Bowen

Enclosures

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ 24-02

Tax Map Parcel(s) # <u>See G.L. 6.1 A</u>	Voting Ward(s) <u>2</u>
Current Land Use <u>rural estate</u>	Current Zoning <u>A-1</u>
Proposed Land Use <u>dota center campus</u>	Proposed Zoning <u>T</u>
Number of Dwelling Units <u>N/A</u>	Number of Occupants <u>N/A</u>
Owner Occupied? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Number of School-aged Children <u>none</u>	Grade Level(s) of School-aged Children <u>N/A</u>
School(s) to be attended: <u>N/A</u>	
Current Utility Service Providers (Check Service provider or list if Other)	
Water: <input type="checkbox"/> City <input checked="" type="checkbox"/> County <input type="checkbox"/> Well/ Other	
Sewer: <input type="checkbox"/> City <input type="checkbox"/> County <input checked="" type="checkbox"/> Septic/ Other	
Natural Gas: <input type="checkbox"/> City <input type="checkbox"/> Other (List) <u>NA</u>	
Electricity: <input type="checkbox"/> City <input type="checkbox"/> GA Power <input checked="" type="checkbox"/> Greystone <input type="checkbox"/> Other (List)	

Exhibit A – List of Properties to be annexed

80 Bates Road

Robert William and Laura Humphries

Parcel ID 0075-1102-003

5 +/- acres

Land Lots 1102, 1131; 4th District, 3rd Section

Current Zoning: A-1

Requested Zoning: T

72 Bates Road

James Edward Hardy and Susan Catherine Hardy

Parcel ID- 0075-1102-005

24.05 +/- acres

Land Lots 1102, 1131; 4th District, 3rd Section

Current Zoning: A-1

Requested Zoning: T

78 Bates Road

Anita May and Al Sharis

Parcel ID- 0075-1102-001; 0075-1102-002

5 +/- acres

Land Lots 1102, 1131; 4th District, 3rd Section

Current Zoning: A-1

Requested Zoning: T

SURVEYOR'S CERTIFICATE

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

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

03/19/2024

Date


 _____ (Seal)
 Georgia Registered Land Surveyor



ZONING ADMINISTRATOR:

- 1. Case Number: AZ2402
- 2. Yes No

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

- 3. Survey attached?

3-22-24

Date



 Zoning Administrator

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ 24-02
Date Received: 3-21-24

Public Hearing Dates:

Planning Commission 5/7/24 5:30pm 1st City Council 5/16/24 7:00pm 2nd City Council 4/6/24 7:00pm

Applicant Switch Office Phone _____
(printed name)

Address _____ Mobile/ Other Phone _____

City _____ State _____ Zip _____ Email _____

Brandon Bower Phone (Rep) 770/387-1323
 Representative's printed name (if other than applicant) Email (Rep) bbower@jdsupc.com

 Representative Signature Applicant Signature

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

 Notary Public


* Titleholder James + Susan Handy Phone x 404.272.1486
(titleholder's printed name)

Address 72 Bates Rd Email James@KISLERVS.com

Signature [Signature] X Susan Catherni

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

[Signature]
 Notary Public



Present Zoning District A1 Requested Zoning T

Acreage 24 1/2 Land Lot(s) 1102 + 11031 District(s) 4 Section(s) 3

Location of Property: Off Bates Rd. Parcel ID No. 0075-1102-005
(street address, nearest intersections, etc.)

Reason for Rezoning Request: Add to Switch property

 (attach additional statement as necessary)

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

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: 3/20/24

Date Two Years Prior to Application: 3/20/22

Date Five Years Prior to Application: 3/20/19

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

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

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

X [Signature] 3/20/24
Signature Date

X JAMES HARDY
Print Name

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: 3/20/24

Date Two Years Prior to Application: 3/20/22

Date Five Years Prior to Application: 3/20/19

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

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

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

SCatherine 3.20.24
Signature Date

Susan Catherine Hardy
Print Name

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ
Date Received: 3-21-24

Public Hearing Dates:

Planning Commission 5/7/24 5:30pm 1st City Council 5/16/24 7:00pm 2nd City Council 4/4/24 7:00pm

Applicant Switch (printed name) Office Phone _____

Address _____ Mobile/ Other Phone _____

City _____ State _____ Zip _____ Email _____

Brandon Bowen
Representative's printed name (if other than applicant) Phone (Rep) 770/387-1373

_____ Email (Rep) bbowencjsupc.com

Representative Signature _____ Applicant Signature _____

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

Notary Public


* Titleholder Anita Sharris + Al Sharris (titleholder's printed name) Phone 404-312-7597

Address 78 Bates Rd Email xasharris1101@gmail.com

Signature [Signature]

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

Betty Ruhmann
Notary Public 3/26/2025



Present Zoning District A1 Requested Zoning T

Acreage 5± Land Lot(s) 1131 + 1101 District(s) 4 Section(s) 3

Location of Property: off Bates Rd Parcel ID No. 0075-1102-001
(street address, nearest intersections, etc.) 0075-1102-002

Reason for Rezoning Request: Add to Switch Property

(attach additional statement as necessary)

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

**CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS**

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

Date of Application: 3/21/24
 Date Two Years Prior to Application: 3/21/22
 Date Five Years Prior to Application: 3/21/19

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

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

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

x Antonia Mag Shari 3/14/24
 Signature Date
x Antonia Mag Shari
 Print Name

Application for Annexation/ Zoning

City of Cartersville

Case Number: AZ24-02
Date Received: 3-21-24

Public Hearing Dates:

Planning Commission 5/7/24 5:30pm 1st City Council 5/16/24 7:00pm 2nd City Council 6/6/24 7:00pm

Applicant Switch Office Phone _____
(printed name)

Address _____ Mobile/ Other Phone _____

City _____ State _____ Zip _____ Email _____

Brandon Bowen Phone (Rep) 770/387-1377
Representative's printed name (if other than applicant) Email (Rep) bbowen@jswpc.com

Representative Signature Applicant Signature

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

Notary Public


* Titleholder Robert William Thorne Humphries Phone 770-547-7107
(titleholder's printed name)

Address 80 Bates Rd. Email robhumphries130@gmail.com

Signature [Signature] X [Signature]

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

Chelsea Cole
Notary Public



Present Zoning District A-1 Requested Zoning T

Acreage 5 +/- Land Lot(s) 1102+1131 District(s) 4 Section(s) 3

Location of Property: off Bates Road Parcel ID No. 0075-1102-03
(street address, nearest intersections, etc.)

Reason for Rezoning Request: Add to Switch Property

(attach additional statement as necessary)

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

**CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS**

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

Date of Application: 3/14/24

Date Two Years Prior to Application: 3/14/22

Date Five Years Prior to Application: 3/14/19

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

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

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

x [Signature] 3/14/24
Signature Date

x Laura Humphries
Print Name

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: 3/14/24
Date Two Years Prior to Application: 3/14/22
Date Five Years Prior to Application: 3/14/19

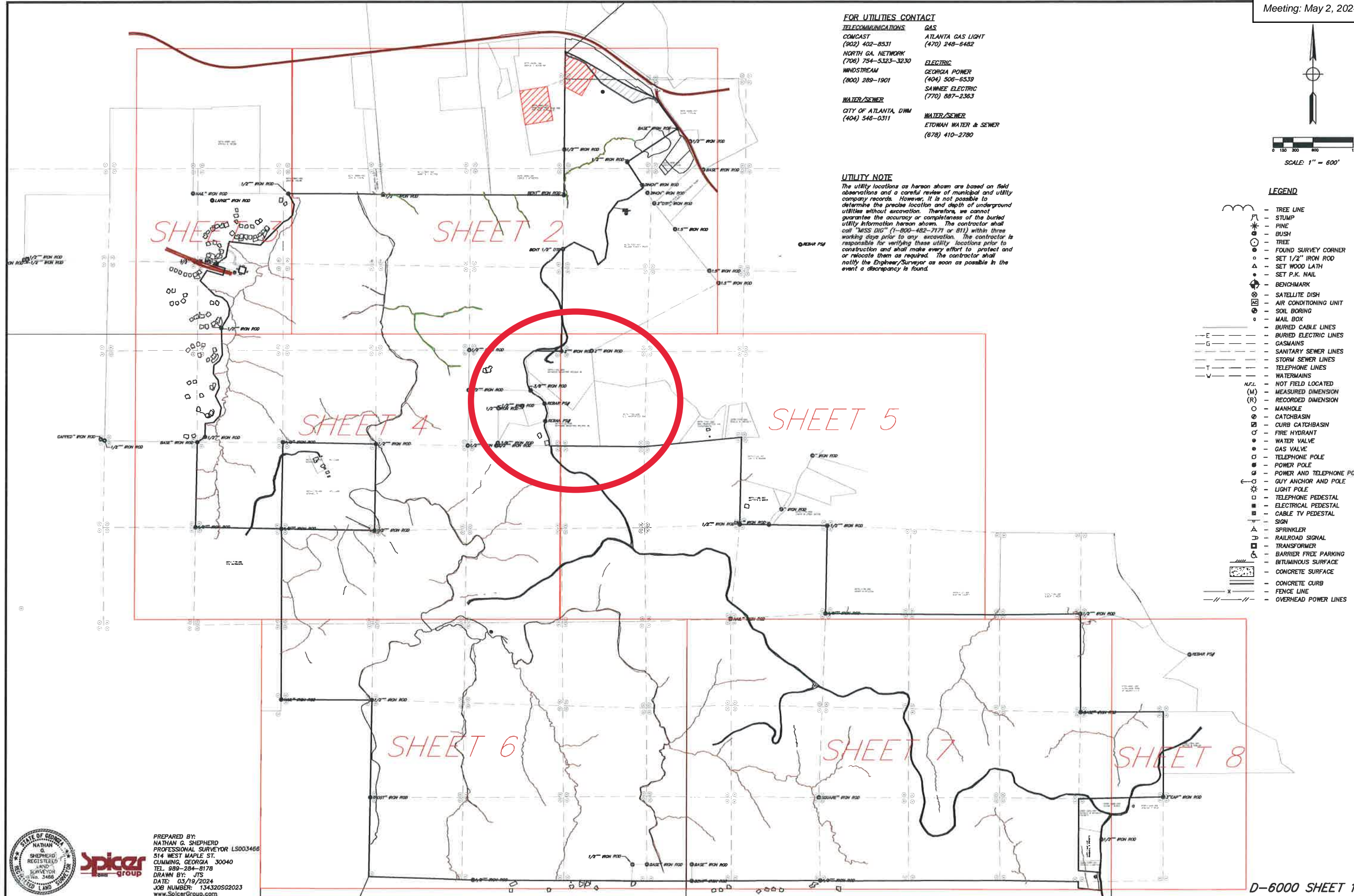
1. Has the applicant within the five (5) years preceding the filing of the zoning action made campaign contributions aggregating \$250.00 or more to any of the following:

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

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

x  3/14/24
Signature Date

x ROBERT W HUMPHRIES
Print Name



FOR UTILITIES CONTACT

TELECOMMUNICATIONS
 COMCAST (902) 402-8531
 NORTH GA. NETWORK (706) 754-5323-3230
 WINDSTREAM (800) 289-1901

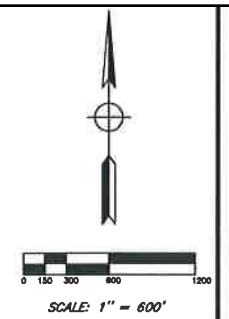
WATER/SEWER
 CITY OF ATLANTA, DWM (404) 546-0311

GAS
 ATLANTA GAS LIGHT (470) 248-6482

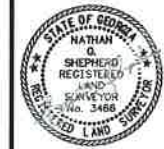
ELECTRIC
 GEORGIA POWER (404) 506-6539
 SAHNEE ELECTRIC (770) 887-2363

WATER/SEWER
 ETOWAH WATER & SEWER (678) 410-2780

UTILITY NOTE
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- LEGEND**
- TREE LINE
 - STUMP
 - PINE
 - BUSH
 - TREE
 - FOUND SURVEY CORNER
 - SET 1/2" IRON ROD
 - SET WOOD LATH
 - SET P.K. NAIL
 - BENCHMARK
 - SATELLITE DISH
 - AIR CONDITIONING UNIT
 - SOIL BORING
 - MAIL BOX
 - BURIED CABLE LINES
 - BURIED ELECTRIC LINES
 - GAS MAINS
 - SANITARY SEWER LINES
 - STORM SEWER LINES
 - TELEPHONE LINES
 - WATER MAINS
 - NOT FIELD LOCATED
 - MEASURED DIMENSION
 - RECORDED DIMENSION
 - MANHOLE
 - CATCHBASIN
 - CURB CATCHBASIN
 - FIRE HYDRANT
 - WATER VALVE
 - GAS VALVE
 - TELEPHONE POLE
 - POWER POLE
 - POWER AND TELEPHONE POLE
 - GUY ANCHOR AND POLE
 - LIGHT POLE
 - TELEPHONE PEDESTAL
 - ELECTRICAL PEDESTAL
 - CABLE TV PEDESTAL
 - SIGN
 - SPRINKLER
 - RAILROAD SIGNAL
 - TRANSFORMER
 - BARRIER FREE PARKING
 - BITUMINOUS SURFACE
 - CONCRETE SURFACE
 - CONCRETE CURB
 - FENCE LINE
 - OVERHEAD POWER LINES

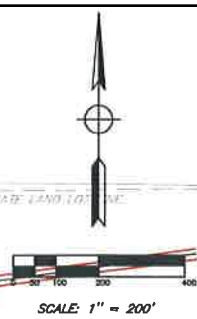
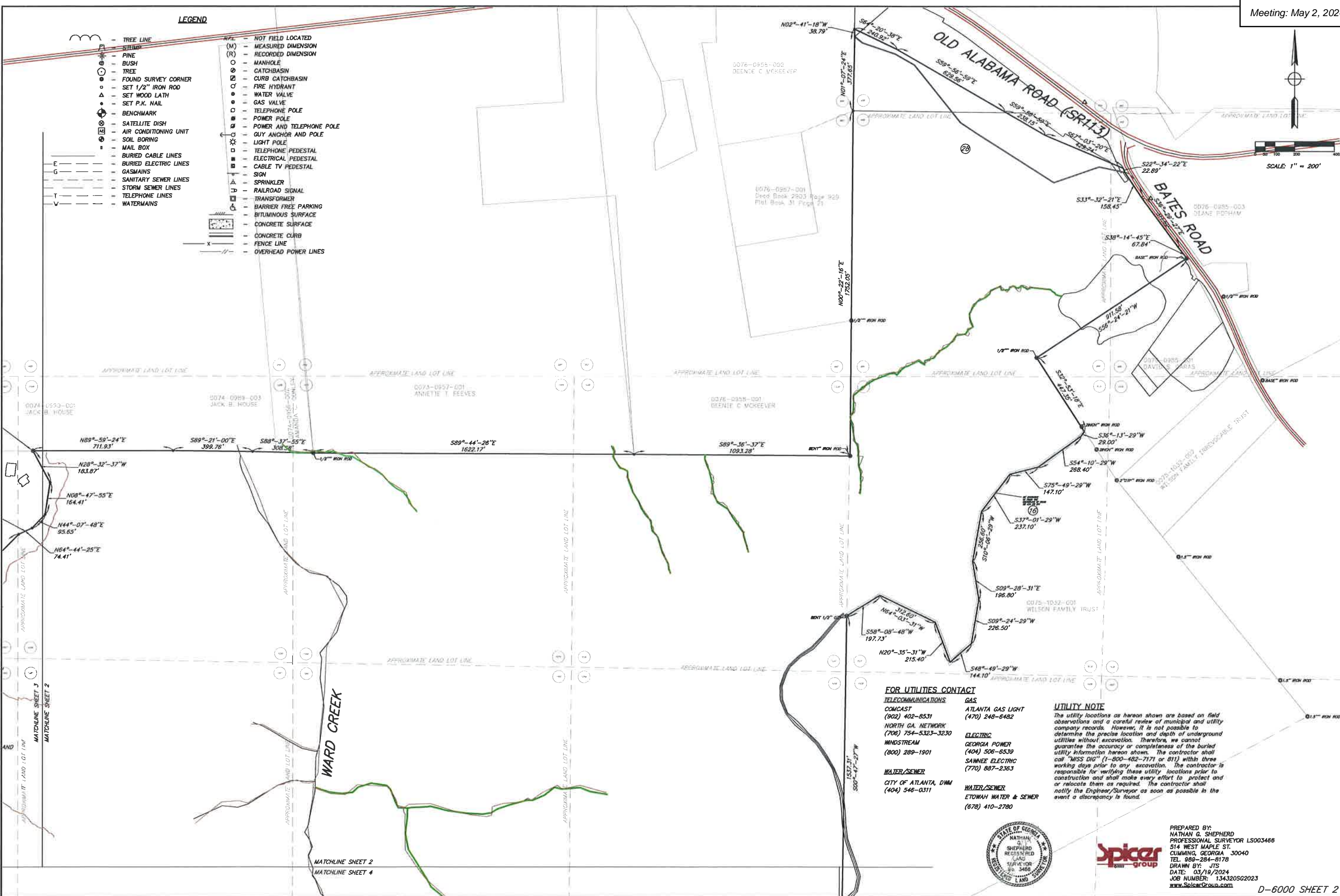


Spicer Group

PREPARED BY:
 NATHAN G. SHEPHERD
 PROFESSIONAL SURVEYOR LS003466
 514 WEST MAPLE ST.
 CUMMING, GEORGIA 30040
 TEL. 989-284-8178
 DRAWN BY: JTS
 DATE: 03/19/2024
 JOB NUMBER: 1343205G2023
 www.SpicerGroup.com

LEGEND

- TREE LINE
- STAMP
- PINE
- BUSH
- TREE
- FOUND SURVEY CORNER
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-
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- NOT FIELD LOCATED
- MEASURED DIMENSION
- RECORDED DIMENSION
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FOR UTILITIES CONTACT

- | | |
|--|--|
| TELECOMMUNICATIONS | GAS |
| COMCAST
(902) 402-8531 | ATLANTA GAS LIGHT
(470) 248-6482 |
| NORTH GA. NETWORK
(706) 754-5323-3230 | ELECTRIC |
| WINDSTREAM
(800) 289-1901 | GEORGIA POWER
(404) 506-6539 |
| WATER/SEWER | SAWNEE ELECTRIC
(770) 887-2363 |
| CITY OF ATLANTA, DWM
(404) 546-0311 | WATER/SEWER |
| | ETOWAH WATER & SEWER
(678) 410-2780 |

UTILITY NOTE

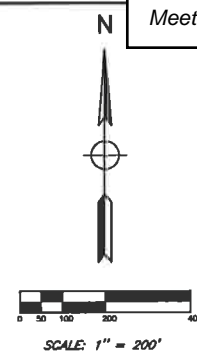
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PREPARED BY:
NATHAN G. SHEPHERD
PROFESSIONAL SURVEYOR LS003468
514 WEST MAPLE ST.
CUMMING, GEORGIA 30040
TEL. 989-284-8178
DRAWN BY: JTS
DATE: 03/19/2024
JOB NUMBER: 134320SG2023
www.SpicerGroup.com

FOR UTILITIES CONTACT

TELECOMMUNICATIONS
 COMCAST (902) 402-8531
 NORTH GA. NETWORK (706) 754-5323-3230
 WINDSTREAM (800) 289-1901
WATER/SEWER
 CITY OF ATLANTA, DWM (404) 546-0311
GAS
 ATLANTA GAS LIGHT (470) 248-6482
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LEGEND

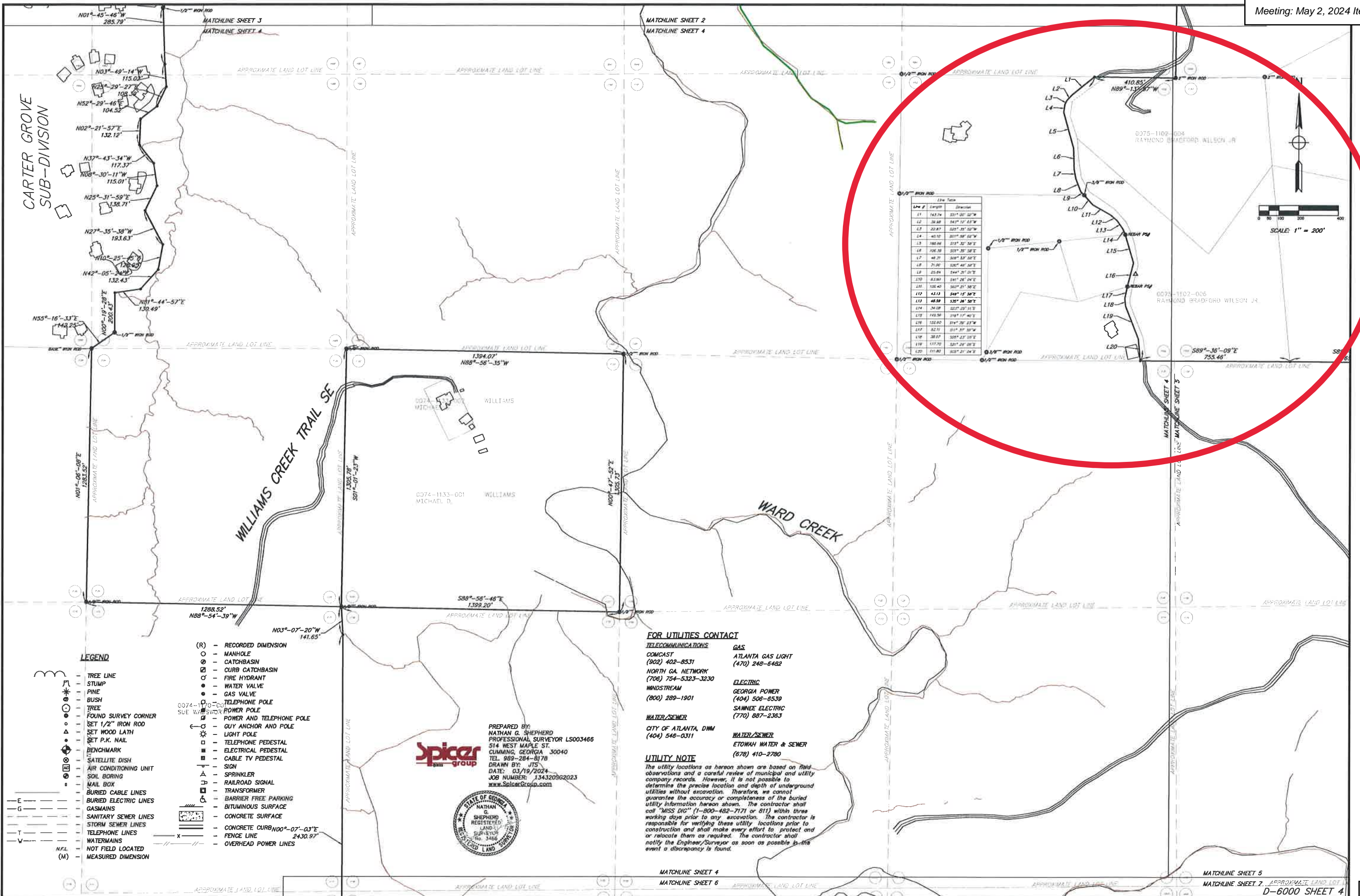
- TREE LINE
- STUMP
- PINE
- BUSH
- TREE
- FOUND SURVEY CORNER
- SET 1/2" IRON ROD
- SET WOOD LATH
- SET P.K. NAIL
- BENCHMARK
- SATELLITE DISH
- AIR CONDITIONING UNIT
- SOIL BORING
- MAIL BOX
- BURIED CABLE LINES
- BURIED ELECTRIC LINES
- GASMANS
- SANITARY SEWER LINES
- STORM SEWER LINES
- TELEPHONE LINES
- WATERMANS
- NOT FIELD LOCATED
- MEASURED DIMENSION
- RECORDED DIMENSION
- MANHOLE
- CATCHBASIN
- CURB CATCHBASIN
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- TELEPHONE POLE
- POWER POLE
- POWER AND TELEPHONE POLE
- GUY ANCHOR AND POLE
- LIGHT POLE
- TELEPHONE PEDESTAL
- ELECTRICAL PEDESTAL
- CABLE TV PEDESTAL
- SIGN
- SPRINKLER
- RAILROAD SIGNAL
- TRANSFORMER
- BARRIER FREE PARKING
- BITUMINOUS SURFACE
- CONCRETE CURB
- FENCE LINE
- OVERHEAD POWER LINES

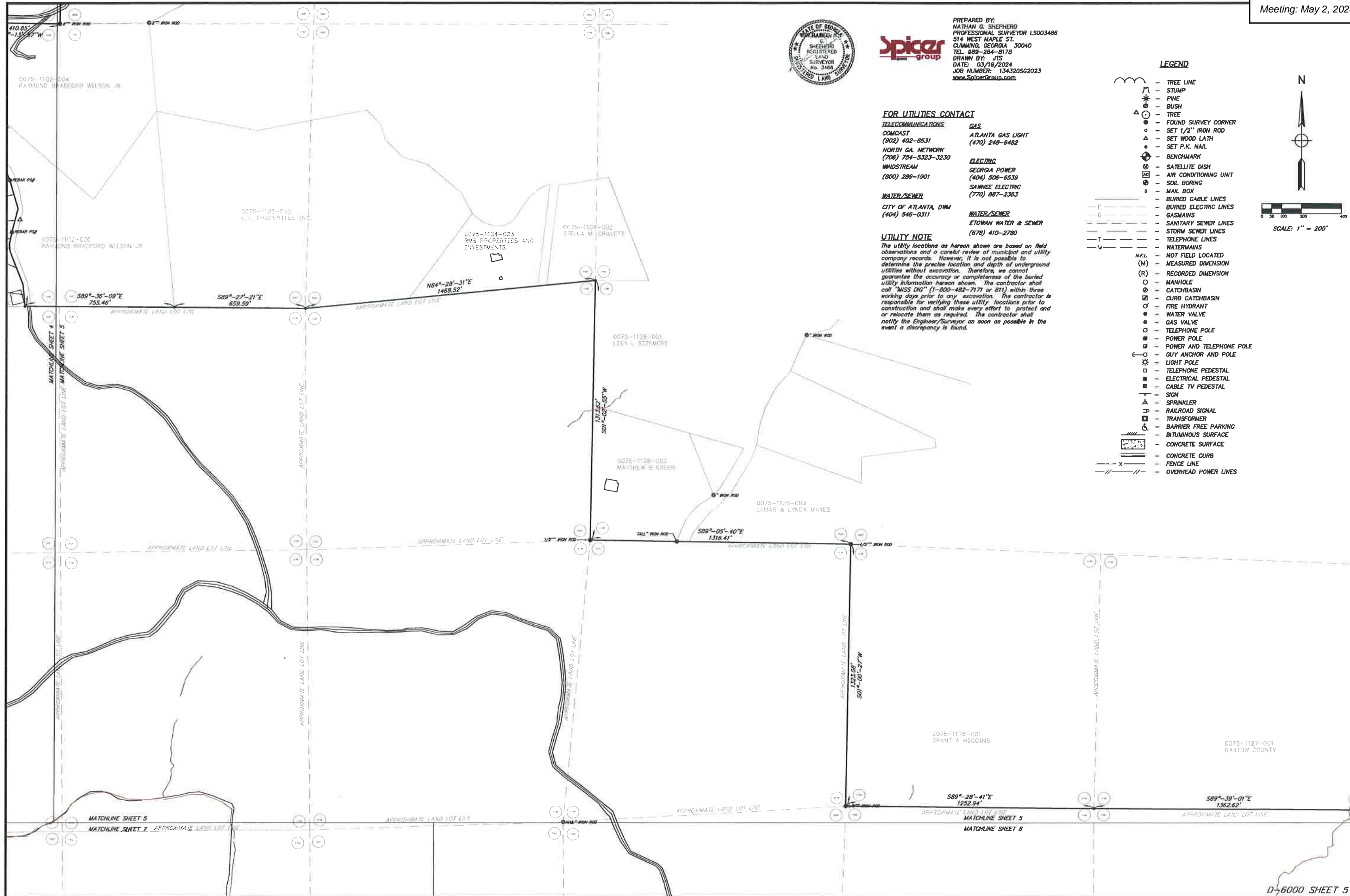
① LARGE IRON ROD

Line #	Length	Direction
L1	94.00	S73° 38' 00" E
L2	94.00	S16° 21' 00" W
L3	94.00	N73° 38' 00" W
L4	94.00	N16° 21' 00" W



PREPARED BY:
 NATHAN G. SHEPHERD
 PROFESSIONAL SURVEYOR LS003486
 514 WEST MAPLE ST.
 CUMMING, GEORGIA 30040
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 DRAWN BY: JTS
 DATE: 03/19/2024
 JOB NUMBER: 134320SG2023
 www.SpicerGroup.com





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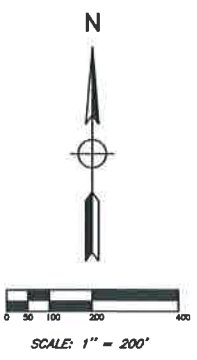
FOR UTILITIES CONTACT

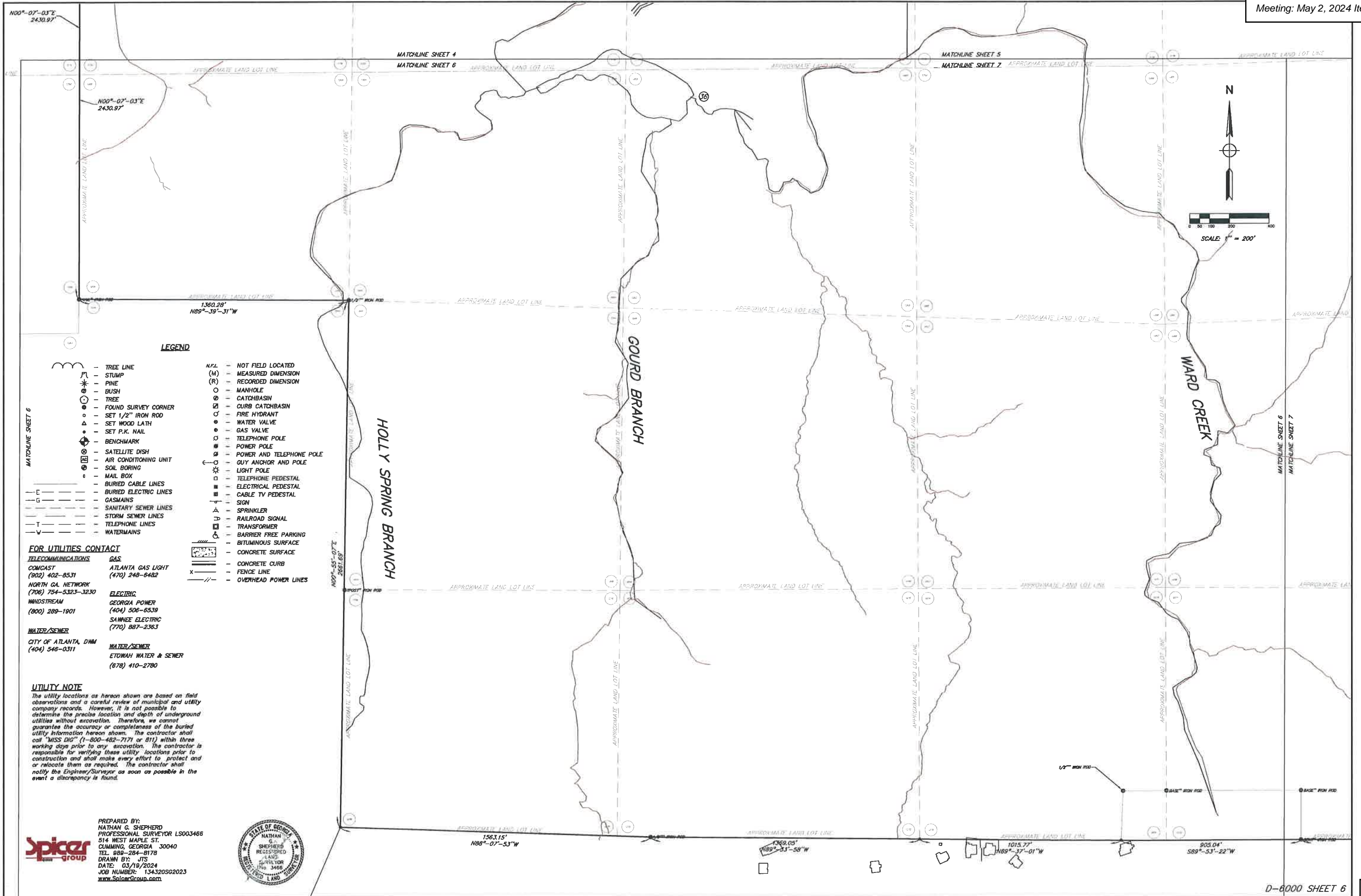
TELECOMMUNICATIONS	GAS
COMCAST (902) 402-8531	ATLANTA GAS LIGHT (470) 248-8482
NORTH GA. NETWORK (706) 754-5323-3230	ELECTRIC
WINDSTREAM (800) 289-1901	GEORGIA POWER (404) 506-8539
WATER/SEWER	SAWNEE ELECTRIC (770) 887-2363
CITY OF ATLANTA, DWM (404) 546-0311	WATER/SEWER
	ETOWAH WATER & SEWER (678) 410-2780

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LEGEND

	TREE LINE
	STUMP
	PINE
	BUSH
	TREE
	FOUND SURVEY CORNER
	SET 1/2" IRON ROD
	SET WOOD LATH
	SET P.K. NAIL
	BENCHMARK
	SATELLITE DISH
	AIR CONDITIONING UNIT
	SOIL BORING
	MAIL BOX
	BURIED CABLE LINES
	BURIED ELECTRIC LINES
	GAS MAINS
	SANITARY SEWER LINES
	STORM SEWER LINES
	TELEPHONE LINES
	WATER MAINS
	N.F.L. - NOT FIELD LOCATED
	(M) - MEASURED DIMENSION
	(R) - RECORDED DIMENSION
	MANHOLE
	CATCHBASIN
	CURB CATCHBASIN
	FIRE HYDRANT
	WATER VALVE
	GAS VALVE
	TELEPHONE POLE
	POWER POLE
	POWER AND TELEPHONE POLE
	GUY ANCHOR AND POLE
	LIGHT POLE
	TELEPHONE PEDESTAL
	ELECTRICAL PEDESTAL
	CABLE TV PEDESTAL
	SIGN
	SPRINKLER
	RAILROAD SIGNAL
	TRANSFORMER
	BARRIER FREE PARKING
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	CONCRETE CURB
	FENCE LINE
	OVERHEAD POWER LINES





LEGEND

- | | |
|--|--|
| <ul style="list-style-type: none"> --- TREE LINE --- STUMP --- PINE --- BUSH --- TREE --- FOUND SURVEY CORNER --- SET 1/2" IRON ROD --- SET WOOD LATH --- SET P.K. NAIL --- BENCHMARK --- SATELLITE DISH --- AIR CONDITIONING UNIT --- SOIL BORING --- MAIL BOX --- BURIED CABLE LINES --- BURIED ELECTRIC LINES --- GASMAINS --- SANITARY SEWER LINES --- STORM SEWER LINES --- TELEPHONE LINES --- WATERMAINS | <ul style="list-style-type: none"> --- NOT FIELD LOCATED (M) --- MEASURED DIMENSION (R) --- RECORDED DIMENSION ○ --- MANHOLE ⊗ --- CATCHBASIN ⊕ --- CURB CATCHBASIN ⊙ --- FIRE HYDRANT ⊖ --- WATER VALVE ⊙ --- GAS VALVE ⊙ --- TELEPHONE POLE ⊙ --- POWER POLE ⊙ --- POWER AND TELEPHONE POLE ⊙ --- GUY ANCHOR AND POLE ⊙ --- LIGHT POLE ⊙ --- TELEPHONE PEDESTAL ⊙ --- ELECTRICAL PEDESTAL ⊙ --- CABLE TV PEDESTAL ⊙ --- SIGN ⊙ --- SPRINKLER ⊙ --- RAILROAD SIGNAL ⊙ --- TRANSFORMER ⊙ --- BARRIER FREE PARKING ⊙ --- BITUMINOUS SURFACE ⊙ --- CONCRETE SURFACE ⊙ --- CONCRETE CURB ⊙ --- FENCE LINE ⊙ --- OVERHEAD POWER LINES |
|--|--|

FOR UTILITIES CONTACT

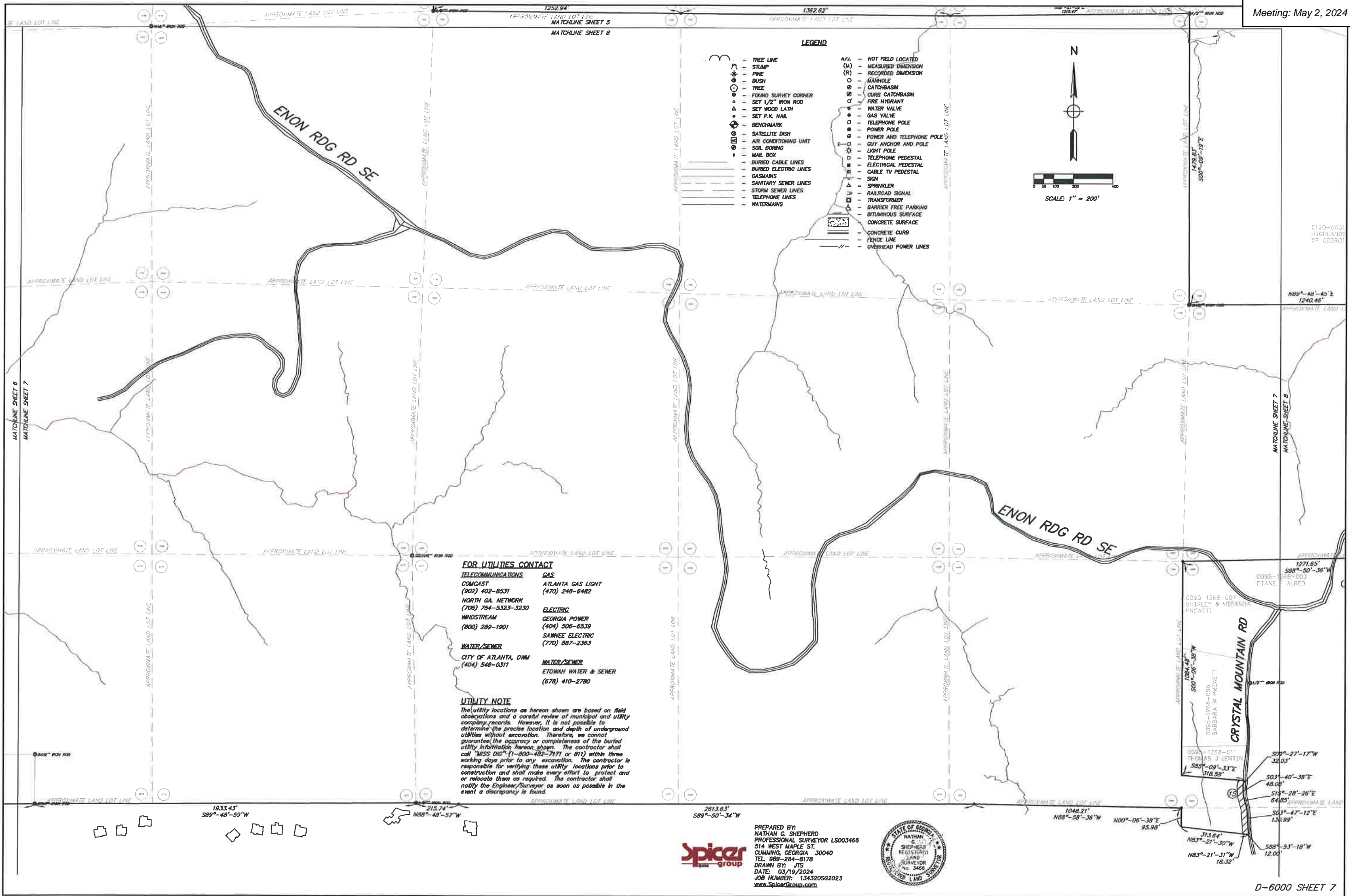
- | | |
|---|---|
| <p>TELECOMMUNICATIONS</p> <p>COMCAST (902) 402-8531</p> <p>NORTH GA. NETWORK (706) 754-5323-3230</p> <p>WINDSTREAM (800) 289-1901</p> <p>WATER/SEWER</p> <p>CITY OF ATLANTA, DHM (404) 548-0311</p> | <p>GAS</p> <p>ATLANTA GAS LIGHT (470) 248-8482</p> <p>ELECTRIC</p> <p>GEORGIA POWER (404) 506-8539</p> <p>SANNIE ELECTRIC (770) 887-2363</p> <p>WATER/SEWER</p> <p>ETOWAH WATER & SEWER (678) 410-2780</p> |
|---|---|

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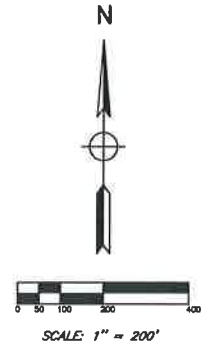
PREPARED BY:
NATHAN G. SHEPHERD
 PROFESSIONAL SURVEYOR LS003486
 514 WEST MAPLE ST.
 CUMMING, GEORGIA 30040
 TEL. 888-284-8178
 DRAWN BY: JTS
 DATE: 03/19/2024
 JOB NUMBER: 134320502023
 www.SpicerGroup.com





LEGEND

- TREE LINE
- STUMP
- PINE
- BUSH
- TREE
- FOUND SURVEY CORNER
- SET 1/2" IRON ROD
- SET WOOD LATH
- SET P.K. NAIL
- BENCHMARK
- SATELLITE DISH
- AIR CONDITIONING UNIT
- SOIL BORING
- MAIL BOX
- BURIED CABLE LINES
- BURIED ELECTRIC LINES
- GAS MAINS
- SANITARY SEWER LINES
- STORM SEWER LINES
- TELEPHONE LINES
- WATER MAINS
- NOT FIELD LOCATED (N)
- MEASURED DIMENSION (M)
- RECORDED DIMENSION (R)
- KANHOLE
- CATCHBASIN
- CURB CATCHBASIN
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- TELEPHONE POLE
- POWER AND TELEPHONE POLE
- GUY ANCHOR AND POLE
- LIGHT POLE
- TELEPHONE PEDESTAL
- ELECTRICAL PEDESTAL
- CABLE TV PEDESTAL
- SIGN
- SPRINKLER
- RAILROAD SIGNAL
- TRANSFORMER
- BARRIER FREE PARKING
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- CONCRETE CURB
- FENCE LINE
- OVERHEAD POWER LINES



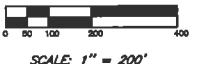
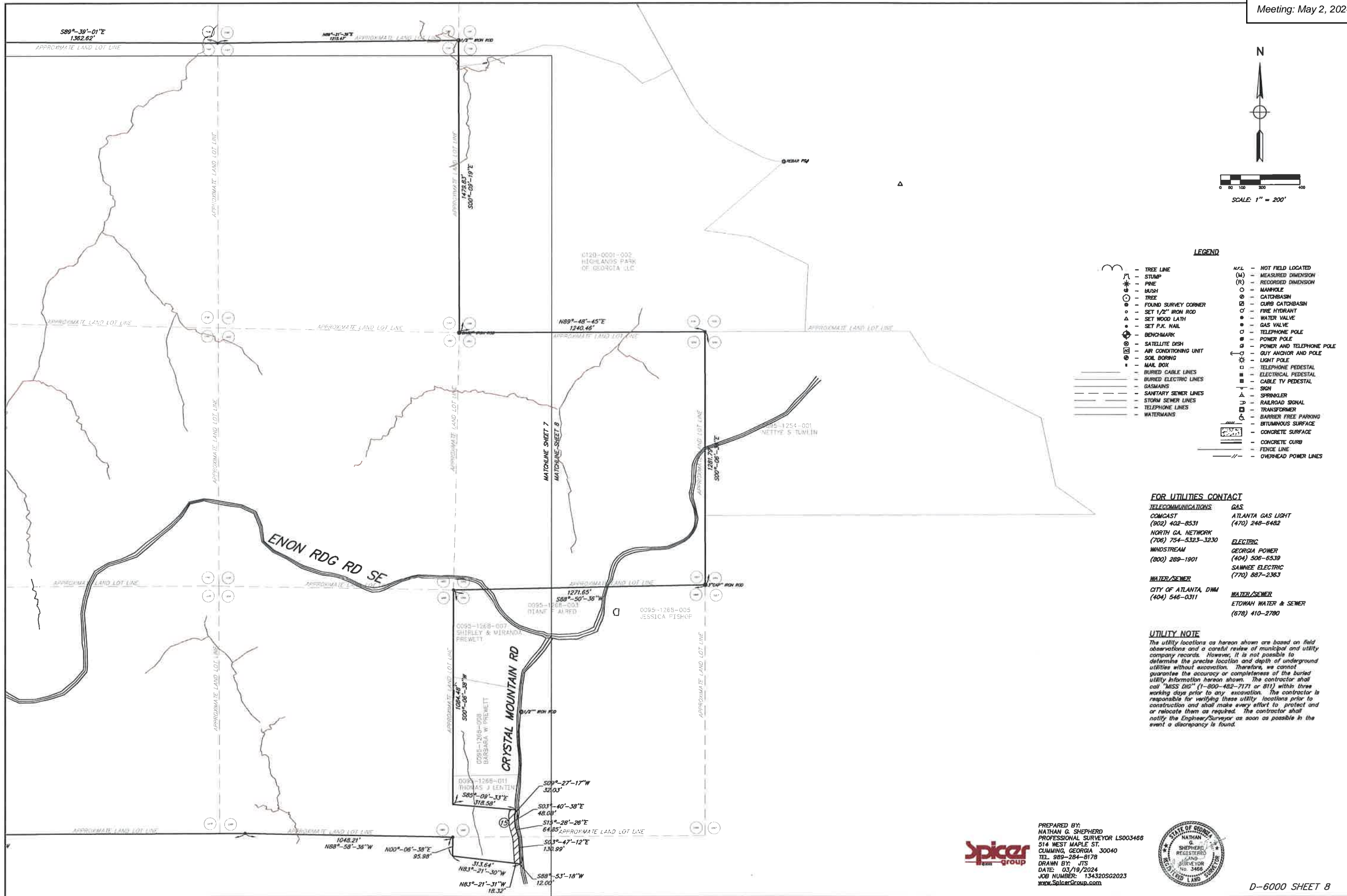
FOR UTILITIES CONTACT

TELECOMMUNICATIONS	GAS
COMCAST (800) 402-8531	ATLANTA GAS LIGHT (470) 248-6482
NORTH GA. NETWORK (706) 754-5323-3230	ELECTRIC
WINDSTREAM (800) 289-1901	GEORGIA POWER (404) 506-8539
WATER/SEWER	SANNVEE ELECTRIC (770) 887-2363
CITY OF ATLANTA, DWM (404) 546-0311	WATER/SEWER
	ETOWAH WATER & SEWER (678) 410-2780

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 NATHAN C. SHEPHERD
 PROFESSIONAL SURVEYOR LS003466
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 CUMMING, GEORGIA 30040
 TEL. 888-284-8178
 DRAWN BY: JTS
 DATE: 03/19/2024
 JOB NUMBER: 134320SG2023
 www.SpicerGroup.com





SCALE: 1" = 200'

LEGEND

- TREE LINE
- STUMP
- PINE
- BUSH
- TREE
- FOUND SURVEY CORNER
- SET 1/2" IRON ROD
- SET WOOD LATH
- SET P.K. NAIL
- BENCHMARK
- SATELLITE DISH
- AIR CONDITIONING UNIT
- SOIL BORING
- MAIL BOX
- BURIED CABLE LINES
- BURIED ELECTRIC LINES
- GASMAINS
- SANITARY SEWER LINES
- STORM SEWER LINES
- TELEPHONE LINES
- WATERMAINS
- NOT FIELD LOCATED
- MEASURED DIMENSION
- RECORDED DIMENSION
- MANHOLE
- CATCHBASIN
- CURB CATCHBASIN
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- TELEPHONE POLE
- POWER POLE
- POWER AND TELEPHONE POLE
- GUY ANCHOR AND POLE
- LIGHT POLE
- TELEPHONE PEDESTAL
- ELECTRICAL PEDESTAL
- CABLE TV PEDESTAL
- SIGN
- SPRINKLER
- RAILROAD SIGNAL
- TRANSFORMER
- BARRIER FREE PARKING
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- CONCRETE CURB
- FENCE LINE
- OVERHEAD POWER LINES

FOR UTILITIES CONTACT

- TELECOMMUNICATIONS**
- COMCAST (902) 402-8531
 - NORTH GA. NETWORK (706) 754-5323-3230
 - WINDSTREAM (800) 289-1901
- GAS**
- ATLANTA GAS LIGHT (470) 248-6482
- ELECTRIC**
- GEORGIA POWER (404) 506-6539
 - SAWNEE ELECTRIC (770) 887-2363
- WATER/SEWER**
- CITY OF ATLANTA, DWM (404) 546-0311
 - ETOWAH WATER & SEWER (678) 410-2780

UTILITY NOTE

The utility locations as hereon shown are based on field observations and a careful review of municipal and utility company records. However, it is not possible to determine the precise location and depth of underground utilities without excavation. Therefore, we cannot guarantee the accuracy or completeness of the buried utility information hereon shown. The contractor shall call "MISS Dig" (1-800-482-7171 or 811) within three working days prior to any excavation. The contractor is responsible for verifying these utility locations prior to construction and shall make every effort to protect and/or relocate them as required. The contractor shall notify the Engineer/Surveyor as soon as possible in the event a discrepancy is found.

PREPARED BY:
NATHAN G. SHEPHERD
PROFESSIONAL SURVEYOR LS003466
514 WEST MAPLE ST.
CUMMING, GEORGIA 30040
TEL. 989-284-8178
DRAWN BY: JTS
DATE: 03/19/2024
JOB NUMBER: 134320SG2023
www.SpicerGroup.com



PARCEL DESCRIPTION (AS FURNISHED PER TITLE COMMITMENT NO. NCS-1173880-HHLV) PARCEL DESCRIPTION (cont.)

PARCEL B:
[IDENTIFIED AS TRACT 5]
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 959, 985, 986, 1027, 1028, 1029, 1030, 1031, 1059, 1060, 1061, 1062, 1099, 1100, 1101, 1129, 1130, 1131, 1132, 1134, 1172, 1173, 1174, 1175, 1176, 1177, 1180, 1181, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275 AND 1276, 4TH DISTRICT, 3RD SECTION, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA CONTAINING 2080.488 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF THE WEST LINE OF LAND LOT 959 WITH THE SOUTH RIGHT-OF-WAY OF OLD ALABAMA ROAD (R/W VARIES); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1362.40 FEET AND AN ARC LENGTH OF 90.99 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 78 DEGREES 25 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 90.97 FEET ALONG THE SOUTH RIGHT-OF-WAY OF OLD ALABAMA ROAD TO A POINT;
THENCE NORTH 13 DEGREES 28 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 20.00 FEET ALONG AN OFFSET IN SAID SOUTH RIGHT-OF-WAY TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1362.40 FEET AND AN ARC LENGTH OF 386.04 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 68 DEGREES 31 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 384.78 FEET ALONG SAID RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 29 DEGREES 28 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 20.00 FEET ALONG AN OFFSET IN SAID RIGHT-OF-WAY TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1362.40 FEET AND AN ARC LENGTH OF 179.14 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 56 DEGREES 45 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 179.01 FEET ALONG SAID RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 52 DEGREES 59 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 311.66 FEET ALONG SAID RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 37 DEGREES 00 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 10.00 FEET ALONG AN OFFSET IN SAID RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 52 DEGREES 59 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 300.00 FEET ALONG SAID RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 52 DEGREES 59 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 29.96 FEET ALONG SAID RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 52 DEGREES 59 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 178.40 FEET ALONG SAID RIGHT-OF-WAY TO A POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 878.51 FEET AND AN ARC LENGTH OF 44.69 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 54 DEGREES 26 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 44.69 FEET ALONG SAID RIGHT-OF-WAY TO A POINT AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY WITH THE WEST RIGHT-OF-WAY OF BATES ROAD (RIGHT-OF-WAY VARIES AT THIS POINT);
THENCE SOUTH 23 DEGREES 26 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 178.38 FEET ALONG THE WEST RIGHT-OF-WAY OF BATES ROAD TO A POINT;
THENCE NORTH 49 DEGREES 34 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 9.17 FEET ALONG AN OFFSET IN SAID WEST RIGHT-OF-WAY TO A POINT (R/W 40 FEET AT THIS POINT);
THENCE SOUTH 33 DEGREES 49 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 160.88 FEET ALONG THE WEST RIGHT-OF-WAY OF BATES ROAD TO A POINT;
THENCE SOUTH 36 DEGREES 33 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 311.62 FEET ALONG THE WEST RIGHT-OF-WAY OF BATES ROAD TO A POINT;
THENCE SOUTH 36 DEGREES 29 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 73.10 FEET ALONG THE WEST RIGHT-OF-WAY OF BATES ROAD TO AN IRON PIN PLACED;
THENCE SOUTH 56 DEGREES 18 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 911.69 FEET LEAVING SAID RIGHT-OF-WAY TO AN IRON PIN FOUND;
THENCE SOUTH 33 DEGREES 12 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 441.47 FEET TO A POINT, WHICH POINT IS SOUTH 36 DEGREES 09 MINUTES 01 SECOND EAST A DISTANCE OF 22.65 FEET FROM AN IRON PIN FOUND;
THENCE ALONG THE CENTERLINE OF AN OLD ROAD AND THE FOLLOWING COURSES AND DISTANCES:
SOUTH 36 DEGREES 09 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 29.00 FEET;
SOUTH 54 DEGREES 06 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 268.40 FEET;
THENCE SOUTH 75 DEGREES 45 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 147.10 FEET;
SOUTH 36 DEGREES 57 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 237.10 FEET;
SOUTH 10 DEGREES 02 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 265.60 FEET;
SOUTH 08 DEGREES 32 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 198.80 FEET;
SOUTH 08 DEGREES 20 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 226.50 FEET;
SOUTH 48 DEGREES 45 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 144.10 FEET;
NORTH 20 DEGREES 39 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 215.40 FEET;
NORTH 64 DEGREES 07 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 312.60 FEET;
SOUTH 64 DEGREES 28 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 182.27 FEET TO A POINT, WHICH POINT IS NORTH 00 DEGREES 42 MINUTES 43 SECONDS EAST A DISTANCE OF 20.51 FEET FROM AN IRON PIN FOUND;
THENCE LEAVING SAID CENTERLINE AND RUNNING SOUTH 00 DEGREES 42 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 1561.02 FEET ALONG THE EAST LINE OF LAND LOTS 1030 AND 1059 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LAND LOT 1059;
THENCE NORTH 89 DEGREES 18 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 1383.32 FEET ALONG THE NORTH LINE OF LAND LOT 1059 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT;
THENCE SOUTH 00 DEGREES 44 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 1442.62 FEET ALONG THE EAST LINE OF LAND LOT 1101 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT;
THENCE SOUTH 89 DEGREES 41 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 1225.89 FEET ALONG THE NORTH LINE OF LAND LOT 1131 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT;
THENCE SOUTH 89 DEGREES 40 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 755.46 FEET ALONG THE NORTH LINE OF LAND LOT 1130 TO AN IRON PIN FOUND;
THENCE SOUTH 89 DEGREES 31 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 659.59 FEET ALONG THE NORTH LINE OF SAID LAND LOT 1130 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT;
THENCE NORTH 84 DEGREES 24 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 1468.52 FEET ALONG THE NORTH LINE OF LAND LOT 1129 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT;
THENCE SOUTH 00 DEGREES 54 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 1316.93 FEET ALONG THE EAST LINE OF LAND LOT 1129 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT;
THENCE SOUTH 89 DEGREES 06 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 1316.79 FEET ALONG THE NORTH LINE OF LAND LOT 1177 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT;
THENCE SOUTH 00 DEGREES 59 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 1323.45 FEET ALONG THE EAST LINE OF LAND LOT 1177 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT;
THENCE SOUTH 89 DEGREES 47 SECONDS EAST FOR A DISTANCE OF 1252.65 FEET ALONG THE NORTH LINE OF LAND LOT 1199 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT;
THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 1362.62 FEET ALONG THE NORTH LINE OF LAND LOT 1198 TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LAND LOT;
THENCE NORTH 00 DEGREES 29 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 1239.35 FEET ALONG THE WEST LINE OF LAND LOT 1180 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LAND LOT;
THENCE SOUTH 89 DEGREES 35 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 457.81 FEET ALONG THE NORTH LINE OF LAND LOT 1180 TO AN IRON PIN FOUND;
THENCE SOUTH 89 DEGREES 35 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 262.52 FEET ALONG THE NORTH LINE OF LAND LOT 1180 TO AN IRON PIN FOUND;
THENCE SOUTH 89 DEGREES 32 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 165.46 FEET ALONG THE NORTH LINE OF LAND LOT 1180 TO AN IRON PIN FOUND;
THENCE SOUTH 89 DEGREES 36 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 822.67 FEET ALONG THE NORTH LINE OF LAND LOTS 1180 AND 1191 TO AN IRON PIN FOUND ON THE WEST RIGHT-OF-WAY OF BATES ROAD (40' R/W); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 594.54 FEET AND AN ARC LENGTH OF 32.74 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 03 DEGREES 00 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 32.74 FEET ALONG THE WEST RIGHT-OF-WAY OF BATES ROAD TO A POINT;
THENCE SOUTH 01 DEGREES 25 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 77.89 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 06 DEGREES 22 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 354.18 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 444.66 FEET AND AN ARC LENGTH OF 263.43 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 23 DEGREES 20 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 659.59 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 40 DEGREES 19 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 181.20 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1240.43 FEET AND AN ARC LENGTH OF 246.76 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 34 DEGREES 37 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 246.35 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 28 DEGREES 55 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 538.35 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 533.02 FEET AND AN ARC LENGTH OF 319.60 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 46 DEGREES 06 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 314.83 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 63 DEGREES 16 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 125.99 FEET TO A POINT;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 610.00 FEET AND AN ARC LENGTH OF 143.35 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 69 DEGREES 55 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 143.02 FEET ALONG SAID WEST RIGHT-OF-WAY TO A POINT;
THENCE SOUTH 49 DEGREES 50 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 521.80 FEET LEAVING SAID WEST RIGHT-OF-WAY TO AN IRON PIN FOUND;
THENCE SOUTH 81 DEGREES 52 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 234.68 FEET TO AN IRON PIN FOUND;
THENCE SOUTH 64 DEGREES 28 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 321.87 FEET TO AN IRON PIN FOUND;
THENCE SOUTH 02 DEGREES 32 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 344.92 FEET TO AN IRON PIN FOUND ON THE SOUTH LINE OF LAND LOT 1195;
THENCE SOUTH 89 DEGREES 06 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 504.39 FEET ALONG THE SOUTH LINE OF LAND LOT 1195 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT;
THENCE SOUTH 00 DEGREES 05 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 1282.42 FEET ALONG THE EAST LINE OF LAND LOT 1253 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT;
THENCE SOUTH 89 DEGREES 18 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 1268.59 FEET ALONG THE SOUTH LINE OF LAND LOT 1253 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT;
THENCE SOUTH 00 DEGREES 02 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 1084.48 FEET ALONG THE EAST LINE OF LAND LOT 1289 TO AN IRON PIN FOUND;
THENCE SOUTH 85 DEGREES 14 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 318.58 FEET TO A POINT IN THE CENTER OF CRYSTAL MOUNTAIN ROAD (A 60 FOOT INGRESS-EGRESS EASEMENT), WHICH POINT IS SOUTH 85 DEGREES 14 MINUTES 01 SECOND EAST A DISTANCE OF 18.00 FEET FROM AN IRON PIN FOUND;
THENCE SOUTH 09 DEGREES 22 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 32.03 FEET ALONG THE CENTERLINE OF SAID ROAD TO A POINT;
THENCE SOUTH 03 DEGREES 19 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 48.08 FEET ALONG THE CENTERLINE OF SAID ROAD TO A POINT;
THENCE SOUTH 15 DEGREES 32 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 64.85 FEET ALONG THE CENTERLINE OF SAID ROAD TO A POINT;
THENCE SOUTH 03 DEGREES 51 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 130.99 FEET ALONG THE CENTERLINE OF SAID ROAD TO A POINT;
THENCE SOUTH 88 DEGREES 48 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 12.00 FEET LEAVING SAID CENTERLINE TO AN IRON PIN FOUND;
THENCE NORTH 83 DEGREES 25 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 331.96 FEET ALONG THE SOUTH LINE OF LAND LOT 1268 AND THE LINE BETWEEN BARTOW COUNTY AND PAULDING COUNTY TO AN IRON PIN FOUND; THENCE NORTH 00 DEGREES 02 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 95.97 FEET ALONG THE WEST LINE OF LAND LOT 1268 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LAND LOT 1269;
THENCE NORTH 89 DEGREES 03 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 1048.21 FEET ALONG THE SOUTH LINE OF LAND LOT 1269 AND THE COUNTY LINE TO AN IRON PIN FOUND;
THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 2613.63 FEET ALONG THE SOUTH LINE OF LAND LOT 1269, 1270, 1271 AND THE COUNTY LINE TO AN IRON PIN FOUND;
THENCE SOUTH 89 DEGREES 39 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 220.98 FEET ALONG THE SOUTH LINE OF LAND LOT 1271 AND THE COUNTY LINE TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT;
THENCE SOUTH 89 DEGREES 49 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 1933.49 FEET ALONG THE SOUTH LINE OF LAND LOTS 1272, 1273 AND THE COUNTY LINE TO AN IRON PIN FOUND;
THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 899.69 FEET ALONG THE SOUTH LINE OF LAND LOT 1273, 1274 AND THE COUNTY LINE TO AN IRON PIN FOUND;
THENCE NORTH 89 DEGREES 39 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 1021.40 FEET ALONG THE SOUTH LINE OF LAND LOT 1274 AND THE COUNTY LINE TO AN IRON PIN PLACED;
THENCE NORTH 89 DEGREES 39 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 1358.83 FEET ALONG THE SOUTH LINE OF LAND LOTS 1274, 1275 AND THE COUNTY LINE TO AN IRON PIN PLACED;
THENCE NORTH 88 DEGREES 12 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 1557.74 FEET ALONG THE SOUTH LINE OF LAND LOTS 1275, 1276 AND THE COUNTY LINE TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LAND LOT 1276;
THENCE NORTH 00 DEGREES 47 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 2662.97 FEET ALONG THE WEST LINE OF LAND LOTS 1276 AND 1245 AND LEAVING THE COUNTY LINE TO AN IRON PIN PLACED AT THE NORTHWEST CORNER OF LAND LOT 1245;
THENCE NORTH 89 DEGREES 39 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 1380.16 FEET ALONG THE SOUTH LINE OF LAND LOT 1205 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT;
THENCE NORTH 00 DEGREES 05 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 2427.98 FEET ALONG THE WEST LINE OF LAND LOTS 1205 AND 1172 TO AN IRON PIN FOUND;
THENCE NORTH 02 DEGREES 15 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 144.98 FEET ALONG THE WEST LINE OF LAND LOT 1172 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LAND LOT 1172;
THENCE SOUTH 88 DEGREES 57 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 1399.20 FEET ALONG THE NORTH LINE OF LAND LOT 1172 TO AN IRON PIN PLACED AT THE NORTHEAST CORNER OF SAID LAND LOT;
THENCE NORTH 00 DEGREES 47 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 1306.91 FEET ALONG THE WEST LINE OF LAND LOT 1132 TO AN IRON PIN PLACED AT THE NORTHWEST CORNER OF SAID LAND LOT;
THENCE NORTH 88 DEGREES 59 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 1394.60 FEET ALONG THE SOUTH LINE OF LAND LOT 1100 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT;
THENCE SOUTH 00 DEGREES 59 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 1305.90 FEET ALONG THE EAST LINE OF LAND LOT 1134 TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT;
THENCE NORTH 88 DEGREES 57 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 1288.73 FEET ALONG THE SOUTH LINE OF LAND LOT 1134 TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LAND LOT;
THENCE NORTH 00 DEGREES 20 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 1279.80 FEET ALONG THE WEST LINE OF LAND LOT 1134 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LAND LOT;
THENCE SOUTH 88 DEGREES 44 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 15.21 FEET ALONG THE NORTH LINE OF LAND LOT 1134 TO THE SOUTHEAST CORNER OF LOT 1213, PHASE I, SECTION E, CARTER GROVE PLANTATION;
THENCE NORTH 55 DEGREES 12 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 142.25 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 1213 TO A POINT;
THENCE NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 200.43 FEET ALONG THE EAST LINE OF SAID SECTION TO A POINT;
THENCE NORTH 81 DEGREES 40 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 130.49 FEET ALONG THE SOUTH LINE OF LOT 1195 OF SAID SECTION TO A POINT;
THENCE NORTH 42 DEGREES 00 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 132.43 FEET ALONG THE EAST LINE OF LOT 1194 OF SAID SECTION TO A POINT;
THENCE NORTH 10 DEGREES 21 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 128.95 FEET ALONG THE EAST LINE OF LOT 1194 OF SAID SECTION TO A POINT;
THENCE NORTH 27 DEGREES 45 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 193.63 FEET ALONG THE EAST LINE OF LOT 1193 OF SAID SECTION TO A POINT;
THENCE NORTH 25 DEGREES 27 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 138.71 FEET ALONG THE EAST LINE OF LOT 1191 OF SAID SECTION TO A POINT;
THENCE NORTH 08 DEGREES 34 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 115.01 FEET ALONG THE EAST LINE OF LOT 1191 OF SAID SECTION TO A POINT;
THENCE NORTH 37 DEGREES 48 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 117.37 FEET ALONG THE EAST LINE OF LOT 1190 OF SAID SECTION TO A POINT;
THENCE NORTH 02 DEGREES 17 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 132.12 FEET ALONG THE GREEN SPACE TRACT BETWEEN LOT 1190 OF SAID SECTION AND LOT 1175, PHASE I, SECTION D, CARTER GROVE PLANTATION;

PARCEL DESCRIPTION (cont.)

THENCE NORTH 53 DEGREES 17 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 105.87 FEET ALONG THE EAST LINE OF LOT 1174 OF SECTION D TO A POINT;
THENCE NORTH 24 DEGREES 20 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 107.95 FEET ALONG THE EAST LINE OF LOT 1174 OF SAID SECTION TO A POINT;
THENCE NORTH 03 DEGREES 53 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 115.02 FEET ALONG THE EAST LINE OF LOT 1173 OF SAID SECTION TO A POINT;
THENCE NORTH 01 DEGREES 27 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 285.59 FEET ALONG THE EAST LINE OF THE GREEN SPACE TRACT BETWEEN LOT 1173 OF SAID SECTION AND LOT 1158, PHASE I, SECTION D, CARTER GROVE PLANTATION;
THENCE NORTH 30 DEGREES 09 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 137.39 FEET ALONG THE EAST LINE OF LOT 1157 SECTION D TO A POINT;
THENCE NORTH 30 DEGREES 09 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 77.11 FEET ALONG THE EAST LINE OF LOT 1156 SAID SECTION TO A POINT;
THENCE NORTH 05 DEGREES 21 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 113.13 FEET ALONG THE EAST LINE OF LOT 1155 SAID SECTION TO A POINT;
THENCE NORTH 19 DEGREES 44 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 101.46 FEET ALONG THE EAST LINE OF LOT 1155 SAID SECTION TO A POINT;
THENCE NORTH 47 DEGREES 33 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 102.74 FEET ALONG THE NORTHEAST LINE OF LOT 1154 SAID SECTION TO A POINT;
THENCE NORTH 74 DEGREES 20 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 110.10 FEET ALONG THE NORTHEAST LINE OF LOT 1154 SAID SECTION TO A POINT;
THENCE NORTH 45 DEGREES 35 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 313.18 FEET ALONG THE NORTHEAST LINE OF THE GREEN SPACE TRACT BETWEEN LOT 1153 SECTION D AND LOT 1068, PHASE I, SECTION B, CARTER GROVE PLANTATION TO A POINT;
THENCE NORTH 33 DEGREES 53 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 187.84 FEET ALONG THE EAST LINE OF LOTS 1068 AND 1067 OF SECTION B TO A POINT ON THE SOUTH RIGHT-OF-WAY OF CARTER GROVE BOULEVARD (R/W VARIES);
THENCE SOUTH 73 DEGREES 36 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 57.88 FEET ALONG THE SOUTH RIGHT-OF-WAY OF CARTER GROVE BOULEVARD TO A POINT;
THENCE SOUTH 73 DEGREES 38 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 195.58 FEET ALONG THE SOUTH RIGHT-OF-WAY OF CARTER GROVE BOULEVARD TO A POINT;
THENCE NORTH 16 DEGREES 21 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 110.00 FEET ALONG THE PRESENT END OF CARTER GROVE BOULEVARD TO A POINT;
THENCE NORTH 73 DEGREES 38 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 26.74 FEET ALONG THE NORTH RIGHT-OF-WAY OF CARTER GROVE BOULEVARD TO A POINT;
THENCE NORTH 72 DEGREES 24 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 140.99 FEET ALONG THE NORTH RIGHT-OF-WAY OF CARTER GROVE BOULEVARD TO A POINT;
THENCE NORTH 30 DEGREES 09 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 202.09 FEET ALONG THE EAST LINE OF LOTS 1068 AND 1064, PHASE I, SECTION A, CARTER GROVE PLANTATION TO A POINT;
THENCE NORTH 10 DEGREES 31 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 164.41 FEET ALONG THE EAST LINE OF LOT 1063 SAID SECTION TO A POINT;
THENCE NORTH 14 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 77.83 FEET ALONG THE EAST LINE OF THE GREEN SPACE TRACT BETWEEN LOTS 1062 AND 1053 OF SAID SECTION TO A POINT;
THENCE SOUTH 83 DEGREES 21 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 469.35 FEET ALONG THE SOUTH LINE OF LOTS 1049, 1050, 1051 AND 1053 OF SAID SECTION TO A POINT;
THENCE NORTH 44 DEGREES 50 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 495.04 FEET ALONG THE SOUTHEAST LINE OF LOTS 1042, 1043, 1044, 1045, 1046, 1047 AND 1048 OF SAID SECTION TO A POINT;
THENCE NORTH 64 DEGREES 39 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 74.41 FEET ALONG THE SOUTHEAST LINE OF LOT 1041 OF SAID SECTION TO A POINT;
THENCE NORTH 44 DEGREES 03 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 95.65 FEET ALONG THE SOUTHEAST LINE OF LOT 1040 OF SAID SECTION TO A POINT;
THENCE NORTH 08 DEGREES 43 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 164.41 FEET ALONG THE EAST LINE OF LOT 1039 OF SAID SECTION TO A POINT;
THENCE NORTH 26 DEGREES 14 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 182.72 FEET ALONG THE EAST LINE OF LOT 1038 OF SAID SECTION TO A POINT;
THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 704.67 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 399.76 FEET TO AN IRON PIN;
THENCE SOUTH 89 DEGREES 15 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 312.67 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 1618.04 FEET TO AN IRON PIN;
THENCE SOUTH 89 DEGREES 49 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 1097.19 FEET TO AN IRON PIN; THENCE NORTH 00 DEGREES 16 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 1751.94 FEET ALONG THE WEST LINE OF LAND LOTS 1031 AND 986 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LAND LOT 986;
THENCE NORTH 00 DEGREES 46 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 623.27 FEET ALONG THE WEST LINE OF LAND LOT 959 TO AN IRON PIN FOUND ON THE SOUTH RIGHT-OF-WAY OF OLD ALABAMA ROAD AND THE POINT OF BEGINNING.

SCHEDULE B-2 EXCEPTIONS

- TITLE COMMITMENT NO. NCS-1173880-HHLV EFFECTIVE DATE: APRIL 19, 2023
12. Reservation of mineral rights, together with ingress and egress [Land Lot 1199] contained in Indenture between Frank D. Smith, Fred W. Knight and Wilson M. Hardy and C. C. Pittman, dated November 9, 1946, filed for record November 14, 1946, and recorded in Deed Book 86, Page 248, Bartow County, Georgia records.
13. Easement for Construction and Maintenance of Flood-Retarding Structures from C. C. Pittman to Coosa River Soil Conservation District, dated February 12, 1954, filed for record November 8, 1954, and recorded in Deed Book 102, Page 510, as corrected by Warranty Deed, from C. C. Pittman to Coosa River Soil Conservation District, dated July 29, 1965, and recorded in Book 148, Page 74, aforesaid records.
14. Terms and provisions of easements reserved, together with easements granted in Warranty Deed from Claude C. Pittman to Leland H. Bagwell dated August 2, 1965, and recorded in Deed Book 148, Page 95, aforesaid records. (No description provided, unable to locate)
15. Terms and provisions of easements reserved, together with easements granted in Warranty Deed from Kraft Land Services, Inc. to Arthur Wayne Singleton dated November 22, 1978, filed for record December 11, 1978, and recorded in Deed Book 343, Page 150, aforesaid records. (Affects as shown)
16. Terms and provisions of Agreement between Bagwell & Stewart, Inc., and N. G. R. Investments, Inc., of Forsyth County, Georgia and Hansel and Waldon Thacker, dated August 5, 1982, filed for record November 16, 1982, and recorded in Deed Book 434, Page 370, aforesaid records. (see plot recorded in Plat Book 25, Page 153, aforesaid records)
17. Terms and provisions of Easement Agreement by and among N.G.R. Investments, Inc., formerly known as Bagwell and Stewart, Inc., a Georgia Corporation, John C. Dramey, Stanley Dromeay, Christine Dromeay, Vaughn Lorne Mizell, Gims and Frank H. Bursch and Anita May Sharif and Charles Lee Andrews, Jr., dated September 28, 1984, filed for record October 1, 1984, and recorded in Deed Book 470, Page 109, aforesaid records. (See 16)
18. Development Agreement by and between Dennis C. McKeever and Carter Grove Plantation, LLC, a Georgia limited liability company, dated May 5, 2004, filed for record September 6, 2005, and recorded in Deed Book 1966, Page 367, aforesaid records.
19. Easement from Steve Simpson to Georgia Power Company, dated November 14, 2005, filed for record January 11, 2006, and recorded in Deed Book 2014, Page 1018, aforesaid records. (Does not affect)
20. Easement from Simpson Family, LLC to Georgia Power Company, dated September 28, 2005, filed for record January 11, 2006, and recorded in Deed Book 2014, Page 1020, aforesaid records. (Does not affect)
21. Easement from Steve Simpson to the City of Cartersville, a municipal corporation of the State of Georgia, dated February 7, 2006, filed for record February 9, 2006, and recorded in Deed Book 2024, Page 251, aforesaid records. (Does not affect)

SCHEDULE B-2 EXCEPTIONS (cont.)

- TITLE COMMITMENT NO. NCS-1173880-HHLV EFFECTIVE DATE: APRIL 19, 2023
22. Certificate of Dedication and Maintenance Agreement by and between Steve Simpson, LLC and the City of Cartersville, Georgia, a municipal corporation, dated May 2006, filed for record June 23, 2006, and recorded in Deed Book 2075, Page 765, aforesaid records; as amended by Amended Certificate of Dedication and Maintenance Agreement from Steve Simpson and Carter Grove Plantation, LLC to the City of Cartersville, Georgia, a municipal corporation, dated July 6, 2006, filed for record July 11, 2006, and recorded in Deed Book 2082, Page 195, aforesaid records. (A legal description was not attached to either document. (Does not affect)
23. Restrictive Use Agreement by Steve Simpson, Simpson Family, LLC, a Georgia limited liability company and Carter Grove Plantation, LLC, a Georgia limited liability company, Carter Grove Commons, LLC, a Georgia limited liability company and Mayfair Development, LLC, a Georgia limited liability company, dated January 15, 2008, filed for record January 16, 2008, and recorded in Deed Book 2284, Page 143, aforesaid records. (Does not affect)
24. Easements conveyed in Quit-Claim Deed between Mary J. Simpson, as Executrix of the Estate of Steve Simpson and Bartow County Water Department, dated October 1, 2009, filed for record October 2, 2009, and recorded in Deed Book 2387, Page 750, aforesaid records; as corrected by Corrective Quitclaim Deed by Mary J. Simpson as Executrix of the Estate of Steve Simpson and Bartow County, a political subdivision of the State of Georgia dated October 17, 2010, filed for record, October 17, 2010, and recorded in Deed Book 2449, Page 359, aforesaid records. (see plot recorded in Plat Book 70, Page 176, aforesaid records)
25. Terms and provisions of Reciprocal Easement and Operating Agreement by and between Plantation Golf Club, LLC, a Georgia limited liability company and Carter Grove Plantation, LLC, a Georgia limited liability company, dated December 8, 2010, filed for record December 8, 2010, and recorded in Deed Book 2452, Page 830, aforesaid records; as affected by Amended and Restated Reciprocal Easement and Operating Agreement from Echeler Golf Management, LLC, a Georgia limited liability company to Carter Grove (Atlanta) ASL V, L.L.L.P., a Delaware limited liability company, dated April 9, 2012, filed for record, April 9, 2012, and recorded in Deed Book 2528, Page 380, aforesaid records; as affected by Amended and Restated Reciprocal Easement and Operating Agreement by Elizabeth W. Quinn of Kipatrick Townsend Stockton LLP, dated December 8, 2010, filed for record, December 8, 2010, and recorded in Deed Book 3328, Page 514, aforesaid records. (Does not affect)
26. Agreement Regarding Future Conveyances by and between Carter Grove (Atlanta) ASL V, L.L.L.P., a Delaware limited liability company and Walnut Grove Plantation, Inc., a Georgia corporation, dated December 8, 2010, filed for record December 8, 2010, and recorded in Deed Book 2452, Page 943, aforesaid records. (Does not affect)
27. Easements acquired pursuant to Amended Order and Judgment entered in Docket No. 15-CV-1128, Superior Court of Bartow County, Georgia, styled Department of Transportation vs. 2.883 acres of land; and certain easement rights; and Carter Grove (Atlanta) SAL V, L.L.L.P., individually, dated August 28, 2015, filed for record September 2, 2015, and recorded in Deed Book 2783, Page 853, aforesaid records. (Does not affect)
28. Easements acquired pursuant to Amended Order and Judgment entered in Docket No. 15-CV-1129, Superior Court of Bartow County, Georgia, styled Department of Transportation vs. 2.883 acres of land; and certain easement rights; and Carter Grove (Atlanta) SAL V, L.L.L.P.; Wells Fargo Bank, National Association, individually, dated August 28, 2015, filed for record September 2, 2015, and recorded in Deed Book 2783, Page 864, aforesaid records.
29. Easement from Carter Grove (Atlanta) ASL V LLP to Georgia Power Company, dated December 12, 2016, filed for record February 6, 2017, and recorded in Deed Book 2897, Page 264, aforesaid records. (Does not affect)
30. Easement from Carter Grove (Atlanta) ASL V LLP to Georgia Power Company, dated December 12, 2016, filed for record February 6, 2017, and recorded in Deed Book 2897, Page 267, aforesaid records. (Does not affect)
31. Terms and provisions of easements reserved, together with easements granted in Limited Warranty Deed by and between Carter Grove (Atlanta) ASL V L.L.L.P., a Delaware limited liability partnership and Albert Meek, an individual resident of the State of Georgia, dated December 6, 2019, filed for record December 17, 2019, and recorded in Deed Book 3148, Page 222, aforesaid records. (Does not affect)
32. Sanitary Sewerline Easement from Carter Grove (Atlanta) ASL V LLP to Bartow County, Georgia, dated November 17, 2022, filed for record December 2, 2022, and recorded in Deed Book 3515, Page 978, aforesaid records. (Does not affect)
33. Exception is taken to any consequences arising from the failure of the Bartow County Tax Assessor to properly assess Tax Map Reference Number C107-0001-015 in conformity with the legal description of record. Note: Property conveyed in Quit-Claim Deed between Mary J. Simpson, as Executrix of the Estate of Steve Simpson and Bartow County Water Department, recorded in Deed Book 2387, Page 750, aforesaid records; as corrected by Corrective Quitclaim recorded in Deed Book 2449, Page 359, aforesaid records, should not be included in the depiction of said Tax Map Reference Number. (Does not affect)
34. Exception is taken to the rights of other in and to the following roads that are located on Parcel B of subject property: Enon Ridge Road; Crystal Mountain Road; an unpaved road located in Land Lot 1133 and Land Lot 1134; and an old unpaved road located in Land Lots 986, 1030, 1031 and 1059. (Does not affect)
35. Exception is taken to the rights of other in and to a lake located in the north east portion of Parcel B. (Does not affect)
36. Rights, interests, and easements of any and all person(s) or legal entity (ies) who have buried lots or parts of buried lots located on the premises of a cemetery, including an easement of ingress and egress to and from grave lots over driveways, alleys, walks, and other ways of access, located on Parcel A of subject property.
37. Matters shown on plat recorded in Plat Book 4, Page 101, aforesaid records. (Does not affect)
38. Matters shown on plat recorded in Plat Book 14, Page 104, aforesaid records (Unable to read document)
39. Matters shown on plat recorded in Plat Book 22, Page 70, aforesaid records. (Does not affect)
40. Matters shown on plat recorded in Plat Book 57, Page 249 aforesaid records. (Does not affect)
41. Matters shown on plat recorded in Plat Book 62, Pages 245, 246, 247, 248, 249 and 250 aforesaid records. (Does not affect)
42. Matters as would be disclosed by a current and accurate survey and inspection of the Land.

PARCEL DESCRIPTION (AS-SURVEYED)

A Parcel of land situated in 959, 985, 986, 1027, 1028, 1029, 1030, 1031, 1059, 1060, 1061, 1062, 1099, 1100, 1101, 1129, 1130, 1131, 1132, 1134, 1172, 1173, 1174, 1175, 1176, 1177, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1269, 1270, 1271, 1272, 1273, 1274, 1275 and 1276, 4th District, 3rd Section, Bartow County Georgia, Beginning at a set 1/2" Rebar at the intersection of the West line of Land Lot 959 and the Southerly Right-of-Way of Old Alabama Road (SR113); thence along said Right-of-Way the following 4 courses and distances: thence S64°-20'-38"E., 240.92 feet; thence S59°-56'-59"E., 629.56 feet; thence S59°-56'-59"E., 238.15 feet; thence S67°-03'-20"E., 429.74 feet to the Westerly Right-of-Way of Bates Road; thence along the Westerly Right-of-Way of Bates Road the following 4 courses and distance: S22°-34'-22"E., 22.89 feet; thence S.33°-32'-21"E., 158.45 feet; thence S.36°-29'-27"E., 311.62 feet; thence S.38°-14'-45"E., 67.84 feet; thence leaving said Right-of Way S.56°-24'-21"W., 911.58 feet to a found 1/2" Rebar; thence S.32°-53'-18"E., 447.35 feet to the centerline of road as recorded in Deed Book 434 Page 371 of Bartow County records; thence along said road the following 11 courses and distances: thence S.36°-13'-29"W., 29.00 feet; thence S.54°-10'-29"W., 268.40 feet; thence S.75°-49'-29"W., 147.10 feet; thence S.37°-01'-29"W., 237.10 feet; thence S.10°-06'-29"W., 256.60 feet; thence S.09°-28'-31"E., 196.80 feet; thence S.09°-24'-29"W., 226.50 feet; thence S.48°-49'-29"W., 144.10 feet; thence N.20°-35'-31"W., 215.40 feet; thence N.64°-03'-31"W., 312.60 feet; thence S.58°-08'-48"W., 197.73 feet to a found 1/2" Open Top Pipe on the West line of land Lot 1031; thence leaving said centerline of road S.00°-47'-27"W., 1537.31 feet to a found 2" Rod at the Southeast corner of Land Lot 1059; thence along the South line of Land Lot 1059, N.89°-13'-57"W., 410.85 feet to the westerly edge of a 30 foot ingress/egress easement and a set 1/2" Rod; thence along said westerly edge of a 30 foot ingress/egress easement the following 20 courses and distances: thence S51°-00'-02"W., 143.74; thence S43°-12'-03"W., 39.98 feet; thence S25°-35'-02"W., 22.87 feet; thence S07°-58'-02"W., 40.10 feet; thence S15°-32'-58"E., 188.66 feet; thence S01°-35'-58"E., 106.39; thence S09°-53'-58"E., 46.31 feet; thence S20°-48'-58"E., 71.00 feet; thence S44°-31'-01"E., 25.84 feet to a 3/8" iron rod; thence S41°-26'-04"E., 63.90 feet., thence S60°-21'-58"E., 105.40 feet; thence S49°-15'-58"E., 43.13 feet; thence S35°-26'-58"E., 48.59 feet; thence S23°-25'-11"E., 34.08 feet to a found rebar; thence S16°-17'-40"E., 149.56 feet; thence S14°-39'-23", 122.60 feet to a found rebar; thence S11°-37'-55"W., 62.11 feet; thence S05°-23'-05"E., 38.07 feet; thence S21°-29'-05"E., 177.70 feet; thence S05°-21'-04"E., 111.80 feet to the southerly line of land lot 1102; thence along said land lot line S.89°-36'-09"E., 755.46 feet; thence S.89°-27'-21"E., 659.59 feet to the Northeast corner of Land Lot 1130; thence N.84°-28'-31"E. along the North line of Land Lot 1129, 1468.52 feet to the Northeast corner of Land Lot 1129; thence S.01°-02'-55"W. along the East line of said Land Lot 1129, 1313.62 feet to found 1/2" Rebar at the Southeast corner of said Land Lot 1129; thence S.89°-05'-40"E. along the North line of Land Lot 1177, 1316.41 feet to a found 1/2" Rebar at the Northeast Corner of said Land Lot 1177; thence along the East line of said Land Lot 1177, S.01°-00'-27"W., 1323.08 feet to a found 1/2" Rebar at the Northwest corner of Land Lot 1199; thence S.89°-28'-41"E. along the North line of said Land Lot 1199, 1252.94 feet to the Northwest corner of Land Lot 1198; thence S.89°-39'-01"E. along the North line of Land of said Land Lot 1198, 1362.62 feet to the Northwest corner of Land Lot 1197; thence N.89°-21'-39"E. along the North line of said Land Lot 1197, 1215.47 feet to a found 1/2" Rebar at the Northeast corner of said Land Lot 1197; thence S.00°-09'-19"E. along the East line of said Land Lot 1197, 1479.83 feet to a found 1/2" Rebar at the Northwest corner of Land Lot 1253; thence N.89°-48'-45"E. along the North line of said Land Lot 1253, 1240.46 feet to the Northeast corner of said Land Lot 1253; thence S.00°-06'-38"E. along the East line of said Land Lot 1253, 1281.79 feet to 3" Iron Bar found at the Southeast corner of said Land Lot 1253; thence S.88°-50'-36"W. along the South line of said Land Lot 1253, 1271.65 feet to the Northeast corner of Land Lot 1269; thence S.00°-06'-38"W. along the East line of said Land Lot 1269, 1084.48 feet; thence S.85°-09'-33"E., 318.58 feet; thence S09°-27'-17"W. South along the right of way of Crystal Mountain Road, 32.03 feet; thence S03°-40'-38"E., 48.08 feet; thence S15°-28'-26"E., 64.85 feet; thence S03°-47'-12"E., 130.99 feet; thence S88°-53'-18"W., 12.00 feet; thence N83°-21'-31"W., 18.32 feet; N83°-21'-30"W., 313.64 feet; thence N00°-06'-38"E., 95.98 feet to the Southeast corner of said Land Lot 1269; thence N.88°-58'-36"W. along the South line of said Land Lot 1269, 1048.21 feet; thence S.89°-50'-34"W., 2613.63 feet; thence N.88°-48'-57"W., 215.74 feet to a found 1/2" Rebar at the Southwest corner of Land Lot 1271; thence S.89°-48'-59"W., 1933.43 feet to a found 1/2" Rebar; thence S.89°-53'-22"W., 905.04 feet; thence N.89°-37'-01"W., 1015.77 feet to the Southwest corner of Land Lot 1274; thence N.89°-33'-58"W., 1359.05 feet to a found 1/2" Rebar; thence N.88°-07'-53"W., 1563.15 feet to the Southwest corner of Land Lot 1276; thence N.00°-55'-07"E., 2661.69 feet to a found 1/2" rebar at the Southeast corner of Land Lot 1205; thence N.89°-39'-31"W. along the South line of said Land Lot 1205, 1360.28 feet to found 1/2" Rebar at the Southwest corner of said Land Lot 1205; thence N.00°-07'-03"E., 2430.97 feet; thence N.03°-07'-20"W., 141.65 feet to a found 1/2" Rebar at the Northwest corner of Land Lot 1172; thence S.88°-56'-46"E. along the North line of said Land Lot 1172, 1399.20 feet to a found 1/2" Rebar at the Northeast corner of said Land Lot 1172; thence N.00°-47'-52"E. along the West line of Land Lot 1132, 1305.73 feet to a found 1/2" Rebar at the Southeast corner of Land Lot 1100; thence N.88°-56'-35"W. along the South line of said Land Lot 1100, 1394.07 feet to a found 1/2" Rebar at the Southwest corner of said Land Lot 1100; thence S.01°-01'-23"W. along the East line of Land Lot 1134, 1305.78 feet to a found 1/2" Rebar at the Southeast corner of Land Lot 1134; thence N.88°-54'-39"W. along the South line of said Land Lot 1134, 1288.52 feet to a found 1/2" Rebar at the Southwest corner of said Land Lot 1134; thence N.01°-06'-08"E. along the West line of said Land Lot 1134, 1283.52 feet to a found 1/2" rebar at the Northwest corner of said Land Lot 1134; thence along the Easterly line of Carter Grove Sub-Division the following 36 courses and distances: thence N.55°-16'-33"E., 142.25 feet to a found 1/2" Rebar; thence N.00°-19'-28"E., 200.43 feet; thence N.81°-44'-57"E., 130.49 feet; thence N.42°-05'-24"E., 132.43 feet; thence N.10°-25'-45"E., 128.95 feet; thence N.27°-35'-38"W., 193.63 feet; thence N.25°-31'-59"E., 138.71 feet; thence N.08°-30'-11"W., 115.01 feet; thence N.37°-43'-34"W., 117.37 feet; thence N.02°-21'-57"E., 132.12 feet; thence N.52°-29'-46"E., 104.52 feet; thence N.25°-29'-27"E., 108.39 feet; thence N.03°-49'-14"W., 115.02 feet; thence N.01°-45'-46"W., 285.79 feet to found 1/2" Rebar; thence N.30°-56'-09"E., 138.23 feet; thence N.30°-13'-31"E., 77.11 feet; thence N.05°-26'-22"E., 113.13 feet; thence N.19°-39'-45"W., 101.46 feet; thence N.47°-29'-06"W., 102.74 feet; thence N.74°-15'-46"W., 110.10 feet; thence N.45°-31'-29"W., 313.18 feet; thence N.32°-59'-43"E., 186.00 feet; thence along a 56.20 foot curve having a radius of 860.00 feet, having a chord bearing S.71°-45'-01"E., 56.19 feet; thence S.73°-37'-25"E., 194.33 feet; thence N.16°-26'-17"E., 110.00 feet; thence N.73°-33'-43"W., 26.74 feet; thence N.72°-21'-46"W., 136.28 feet to a found 1/2" Rebar; thence N.55°-30'-25"E., 205.21 feet; thence N.10°-35'-53"E., 164.41 feet; thence N.14°-10'-57"E., 77.83 feet; thence S.83°-16'-52"E., 469.35 feet; thence N.44°-54'-32"E., 495.04 feet; thence N.64°-44'-25"E., 74.41 feet; thence N.44°-07'-48"E., 95.65 feet; thence N.08°-47'-55"E., 164.41 feet; thence N.28°-32'-37"W., 183.87 feet to found 1/2" Rebar; thence leaving said Easterly line of Carter Grove Sub-Division N.89°-59'-24"E., 711.93 feet; thence S.89°-21'-00"E., 399.76 feet; thence S.88°-37'-55"E., 308.58 feet to found 1/2" Rebar; thence S.89°-44'-26"E., 1622.17 feet; thence S.89°-36'-37"E., 1093.28 feet to a found 1/2" Rebar on the East line of Land Lot 1030; thence N.00°-22'-16"E., 1752.05 feet to the Northwest corner of Land Lot 986; thence N.01°-07'-24"E., 377.65 feet; thence N02°-40'-18"W., 38.79 feet to the Southerly right-of-Way of Old Alabama Road (SR113) and the point of beginning, containing 1985.89 more or less acres of land.

Excepting the following:

A Parcel of land situated in Land Lot 1062, 4th District, 3rd Section, Bartow County Georgia, commencing at the Northeast Corner of said Land lot 1062; thence N.89°-05'-12"W., 646.47 feet along the North line of said Land Lot 1062; thence S.00°-00'-00"E., 46.91 feet to the point of beginning; thence S.73°-38'-00"E., 94.00 feet; thence S.16°-21'-00"W., 94.00 feet; thence N.73°-38'-00"W., 94.00 feet; N.16°-21'-00"E., 94.00 feet to the point of beginning, containing 0.20 acres more or less of land.

PREPARED BY:
NATHAN G. SHEPHERD
PROFESSIONAL SURVEYOR LS003468
514 WEST MAPLE ST.
CUMMING, GEORGIA 30040
TEL 989-284-8178
DRAWN BY: JTS
DATE: 03/19/2024
JOB NUMBER: 1343205G2023
www.SpicerGroup.com



Apr 17, 2024 at 13:17:54
52 Bates Rd SE
Cartersville GA 30120
United States



Apr 17, 2024 at 13:17:49
293 Old Alabama Rd SE
Emerson GA 30137
United States





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Airport Authority
DEPARTMENT SUMMARY RECOMMENDATION:	Hans Lutjens is willing to continue to serve as a member of the Airport Authority with a new term expiring on June 19, 2028, if reappointed.
LEGAL:	Reviewed by Archer & Lovell

RESOLUTION _____

RESOLUTION OF CITY OF CARTERSVILLE, GEORGIA RE-APPOINTING HANS LUTJENS TO THE CARTERSVILLE-BARTOW COUNTY AIRPORT AUTHORITY

WHEREAS, Georgia Laws 1966 at page 2270, et seq., created the Cartersville-Bartow County Airport Authority; and

WHEREAS, said act provided *inter alia*, for the appointment of one member to the Authority by the City of Cartersville; and

WHEREAS, Hans Lutjens’s term on the Airport Authority is scheduled to expire on June 19, 2024;

WHEREAS, the Mayor and City Council have determined that Mr. Lutjens has served the City’s best interest during his term, and will continue to serve the City’s best interest; and

WHEREAS, the Mayor and City Council deem it to be in the best interest of citizens of the City of Cartersville to re-appoint Mr. Lutjens to serve as the City’s representative on the Airport Authority.

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

The City Council hereby re-appoints Hans Lutjens to the Cartersville-Bartow County Airport Authority, Mr. Lutjens’ term on the Airport Authority shall be effective as of June 20, 2024 and shall expire on June 20, 2028, and thereafter, Mr. Lutjens shall continue to serve at the will of the Mayor and City Council until a successor is named and so appointed.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 7th day of March, 2024.

ATTEST:

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

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

[SEAL]



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Creation of Festival Zone
DEPARTMENT SUMMARY RECOMMENDATION:	Request for creation of festival zones for: June 3 – Art in Bartow Ribbon Cutting July 13 – Helping Hands for Bartow Kids Staff recommends approval.
LEGAL:	N/A

Proposed areas for 2024 festival zones



To include:

Red box – Ribbon Cutting (June 3)

Yellow box – Helping Hands for Bartow Kids (July 13)

Resolution No. - _____

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

- June 3 Art in Bartow Ribbon Cutting for Galley Under the Bridge (5-7pm)
- July 13 Helping Hands for Bartow Kids (2-8)

WHEREAS, the DDA Board recommends that these events be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband or other means of identification, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, the Director of Planning and Development will receive all necessary proposals and applications prior to each event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses or caterer.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the above listed events be designated a Community Festival Zone.

ADOPTED this the 16th day of May 2024.

**/s/ _____
Matt Santini
Mayor**

ATTEST:

**/s/ _____
Julia Drake
City Clerk**



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Surplus Equipment
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Surplus Equipment
DEPARTMENT SUMMARY RECOMMENDATION:	A list of equipment/vehicles deemed as surplus by our departments is provided in your agenda packet. I am requesting approval to list these surplus items for sale on GovDeals.
LEGAL:	N/A

<i>Department</i>	<i>Asset #</i>	<i>VIN/Serial #</i>
Public Works		N/A
Police	4825	1C6RR7XT6HS554205
Water	869	1FTRF18L81NB22135
	844	2FTRF18W74CA38313

Surplus Vehicles/Equipment May 2024	
<i>Description</i>	<i>Mileage</i>
Road Striping Machine	N/A
2017 Dodge Ram 1500 Crew Cab 5.7L	173,310
2001 Ford F150 4WD	116,368
2004 Ford F150	N/A

<i>Problems</i>
Age
Cost of transmission repairs
Age
Age/ Odometer broken



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	MOU with DCA for Annual Program Accreditation
DEPARTMENT SUMMARY RECOMMENDATION:	This is our annual MOU with DCA for accreditation as a GEMS program. Staff recommends approval.
LEGAL:	N/A



2024-2025 Georgia Exceptional Main Street (GEMS) MOU

Memorandum of Understanding

This document should be signed by all local parties (Authorized City Representative, Board Chair, and Main Street Program Manager) by **July 1, 2024**

Please email ellen.hill@dca.ga.gov with any questions.

**GEORGIA EXCEPTIONAL MAIN STREET PROGRAM
MEMORANDUM OF UNDERSTANDING
2024 - 2025 Program Year**

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

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

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

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - a. A copy of these boundaries should on file with DCA and uploaded to the Main Street Boundary Map folder in your program’s shared DCA Dropbox folder at all times.
 - b. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - a. The downtown manager must have a job description that identifies at least 75% of their duties that relate directly to the Main Street program. A copy of the job description should remain on file with DCA at all times.
 - b. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager’s salary must be paid in excess of minimum wage.
 - c. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - d. The Community shall be afforded a period of thirty (30) days to assess the vacant position and publish the job opening. Programs with staff vacancies exceeding ninety (90) days may be placed under probationary status or risk forfeiture of their designation.
 - e. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - a. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said

- manager for the period of this agreement.
- b. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
- c. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
- 5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - a. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
 - b. Review reported data submitted by the downtown manager to assure accuracy.
- 6. Use the “Main Street America™” name in accordance with the Main Street America® policy on the use of the name Main Street.
- 7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, changes in organizational structure/placement of the program, or major turnover in the board of directors. Such notice should be received by DCA one month prior to said changes. Changes may result in program probation, the loss of accreditation, or the removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ utilizing Community Transformation Strategies and the Main Street Four Point Approach™.
 - a. The work plan should include specific tasks, assignments, or a point of contact for the task, related budget needs, and a timeline.
 - b. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - c. A copy of the work plan must be on file and uploaded to the Work Plan folder in the program’s shared DCA Dropbox folder and updated annually with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - a. DCA recommends a public downtown visioning event/town hall meeting annually.
 - b. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - c. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at minimum, one board training, orientation, or planning retreat per year for the local program.
4. Meet a minimum of 11 times per year and ensure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. All Board Members are required to have at least 2 hours of continuing education annually. Training must be documented using the required training log template and uploaded to the corresponding Dropbox folder.
7. All newly appointed Board Members are required to become Main Street 101 certified within the first year of their first term. A copy of each Board Member’s Main Street 101 certification must be uploaded to the Training Log folder in your program’s shared DCA Dropbox folder.
8. All current Board Members must be Main Street 101 certified. A copy of each Board Member’s Main Street 101 certification must be uploaded to the Training Log folder in your program’s shared DCA Dropbox folder.
9. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - a. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - b. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.

- c. Provide for policies to expend funds, enter into debt, and provide programming s
Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - a. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation, or the removal of program designation.
 - b. Participate in the annual manager’s survey provided by DCA. Failure to complete the annual manager’s survey by the deadline may result in the loss of accreditation.
 - c. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - d. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - e. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community’s downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - a. The downtown manager and/or board members are expected to attend at least one preservation or economic development-related training annually.
 - b. DCA requires managers to attend at least 30 hours of training annually (including webinars, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA-hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development, and economic development. A record of the manager’s training hours must be uploaded to the Training Log folder in your program’s shared DCA Dropbox folder.
3. Respond to requests by DCA in a timely manner.
4. Take advantage of the Georgia Main Street network of professional downtown managers.
5. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified.
6. Provide regular updates between the local Main Street Program and the Community.
 - a. Managers are encouraged to provide at least quarterly reports to the local government.
 - b. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA’s “A Visual Guide to Dropbox Management” document, which is located in the “Resources” folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor managers in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.

3. Assist local Main Street Programs with organizational issues that may prevent the success of the Community's downtown revitalization strategy.
 - a. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, training, retreats, and community visioning sessions.
 - b. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - c. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - a. DCA may contact a community upon observation of monthly reporting abnormalities, missing data, or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city manager/administrator about the delinquency.
 - b. DCA may assist in training local staff or volunteers in the reporting process.
 - c. DCA will provide unlimited telephone consultations with local programs.
 - d. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the GEMS program, including social media outreach, to recognize and publicize the work of local programs.
 - a. DCA will highlight the GEMS community through both the Georgia Main Street website and social media channels.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
 - a. DCA will provide GEMS communities with the first right of refusal on all scholarships and financial incentive programs offered by the Office of Downtown Development.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide fee-based strategic planning assistance to the local program.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2025.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia GEMS Main Street Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors, and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. This may include probation, loss of accreditation, or termination of designation.
4. If, at any point during the 2024-2025 program year, there is a change in the local program manager, the local program is required to submit a new MOU, including the new manager's signature, certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

GEORGIA EXCEPTIONAL MAIN STREET PROGRAM
MEMORANDUM OF UNDERSTANDING
2024-2025 Program Year

Meeting: May 2, 2024 Item9.

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

LOCAL GOVERNMENT (COMMUNITY): Cartersville

Authorized City Representative (ACR)
Signature

Date

ACR Name Printed

ACR Title

MAIN STREET BOARD OF DIRECTORS

Dan Kramer
Dan Kramer (Apr 30, 2024 14:26 EDT)

Board Chair Signature

04/30/2024

Date

Dan Kramer

Board Chair Printed Name

04/30/2024

Date Term Expires

DOWNTOWN MANAGER

Lillie Read
Lillie Read (Apr 30, 2024 14:34 EDT)

Manager's Signature

04/30/2024

Date

Lillie Read

Manager Printed Name

2015

Date Hired

Please check here if this position is vacant.

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

ODD Director's Signature

Date

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

Phone: 404-520-4271
Email: Jessica.worthington@dca.ga.gov



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Watershed Protection Plan Monitoring
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The City’s NPDES discharge permit requires development of a Watershed Protection Plan. In accordance with this approved plan the City must perform long term water quality monitoring, fish and macroinvertebrate habitat assessments, with annual reports submitted to the Georgia EPD accordingly.</p> <p>Rindt Engineering has historically performed this service for the City and has submitted a Task Order proposal for this year at a cost of \$59,500.00, which is the same cost as last year.</p> <p>I recommend approval of this task order. This is a budgeted expense.</p>
LEGAL:	N/A

**TASK WORK ORDER
TO
GENERAL ENGINEERING SERVICES AGREEMENT
WITH RINDT, INC.**

Long-Term Monitoring of Watershed Assessment Area

This Work Order is made and entered into this ____ day of _____, 2024 by and between RINDT, INC. (the “Engineer”) and the City of Cartersville, Georgia (the “CLIENT”).

For and in consideration of the mutual covenants, promises, and agreements set forth in the General Consulting Services Agreement, the parties hereto do execute this Work Order, which shall be incorporated into and become a part of said General Engineering Services Agreement between the parties dated 18 September 2015.

BACKGROUND

RINDT, Inc. (RINDT) sincerely appreciates the opportunity to submit this Task Work Order to the Cartersville Water Department. The services we are proposing herein would be to provide the annual services for the City’s Watershed Protection Plan. The proposal is for RINDT to perform required monitoring and reporting activities to meet annual requirements to maintain permit compliance. Specific activities include: planning and conducting long-term water quality monitoring, habitat and benthic macroinvertebrate assessment, and preparation of the Watershed Protection Plan (WPP) Annual Progress Reports due to Georgia Environmental Protection Division (GA EPD) by June 30th of each year.

SCOPE OF WORK

The scope of services will include all services necessary for the long-term monitoring, as required by the WPP. A total of four sampling events (three dry and one wet) shall be conducted as well as 2 geometric mean sampling events for E. coli for eight (8) sites during the year 2024. All samples are to be collected per the terms of the WPP.

In order to achieve the above, RINDT’s proposed scope of services for the work as it relates to the long-term monitoring is outlined as follows:

- a) Water Quality Assessments (WQ):** Water quality monitoring will be conducted at eight (8) study locations in 2024:
 - Site 1 – Upper Pettit Creek at Peeples Valley Road
 - Site 2 – Satterfield Branch at Jones Mill Road

- Site 3 – Nancy Creek at Mission Road **(WPP & IWP)**
- Site 4 – Lower Pettit Creek at Mission Road **(WPP & IWP)**
- Site 5 – Upper Etowah River near Allatoona Dam Road **(WPP & IWP)**
- Site 6 – Ward Creek at Old Alabama Road
- Site 7 – Pyle Creek at Old Alabama Road
- Site 8 – Lower Etowah River near Euharlee Road **(WPP & IWP)**

1a. Impaired Waters Plan Sampling: Water quality monitoring will also be conducted for the Impaired Waters Plan, which includes two (2) of the same above sites, plus one additional site for E. coli geometric means:

- Site 9 – Tributary to Pettit Creek **(IWP ONLY)**

2. Biological Assessments (Fish and Macroinvertebrate):

- a) Fish Assessments:** Fish Assessments: Fish sampling will be conducted at designated study sites using the GDNR's Wildlife Resources Division's most current protocol for sampling. Fish sampling will occur from approximately April– October.
- b) Macroinvertebrates Assessments:** Habitat and macroinvertebrate assessments will be conducted at the necessary study sites under the GAEPD's most current SOP Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia. Sampling will occur from October through February.
- c) Fish and Macroinvertebrate assessments will be conducted at four (4) sites:**
 - Site 1 Upper Pettit Creek at Peeples Valley Rd
 - Site 3 Nancy Creek at Mission Rd
 - Site 4 Lower Pettit Creek at Mission Rd
 - Site 6 Ward Creek at Old Alabama Rd
- d) Biological Assessment Schedule:** Biological assessments are to be conducted twice every five years. The previous assessments took place in 2023. The next biological assessment for Fish and Macroinvertebrates will take place in 2027.

3. Annual Report: Submitted to EPD each June 30th including an annual certification statement documenting that the plan is being implemented as approved; all watershed plan data collected during the previous year in an electronic format developed in coordination with EPD; a progress report that provides a summary of the BMPs that have been implemented and documented water quality improvements, including any necessary changes to the WPP.

COMPENSATION & INVOICING

RINDT proposes to complete the work described above on a time and expense basis. Based on the above scope of work and assumptions, RINDT estimates the cost of the proposed services will be approximately **\$59,500.00**. Cost itemizations are shown on the following page.

Task	Cost Estimate
Annual Tasks (Fees shown per year)	
1 – Water Quality Assessments*	\$35,000.00
2 – Habitat and Biological Assessments	\$16,000.00
3 – Annual Report	\$8,500.00
Annual Tasks Total	\$59,500.00

*For all sites in WPP and IWP

Invoicing will occur monthly and will contain a description of the services provided.

EXCLUSIONS

If the City chooses to self-perform some of the monitoring for example, if the City chooses to conduct the lab testing using the City’s available lab, then the costs of the work will be adjusted accordingly.

The above cost is for work performed during years that have the assessments included. In the year that no assessments are required, the costs of the work will be adjusted accordingly.

RINDT can provide many other services that may be beneficial to you; essentially all of the excluded services. Please contact us if you have any questions or needs that we have not anticipated.

The following tasks are excluded from the scope of work for this contract:

- Project funding assistance
- BMP implementation, coordination, and/or measurement
- Public meetings
- Modifications due to new/changed regulations after the date of this proposal
- Surveyor services, inventory mapping, outfall mapping, etc.

SCHEDULE

The project tasks will begin immediately upon our notice to proceed. We anticipate the following Project Schedule:

- A. Draft Report Submittal – May 30, 2024
- B. Final Report Submittal – June 30, 2024

ACCEPTANCE

Thank you for your review of this Task Work Order proposal. Our Standard Contract Conditions (Attachments B&C) are attached to this proposal and will be a part of our contract. We welcome the opportunity to discuss this project further with the City of Cartersville. If you have any questions concerning this proposal or would like to discuss this matter in greater detail, please call. We look forward to working together.

Sincerely,
RINDT, INC.



Alexandra Pavluscenco, EIT
Project Manager

LONG-TERM MONITORING OF WATERSHED ASSESSMENT AREA TASK ORDER ACCEPTED:

City of Cartersville

WITNESS:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

M:\Proposals\2024\R3\City of Cartersville



ATTACHMENT A
RATE SCHEDULE - RINDT-MCDUFF ASSOCIATES, INC.

Admin/Clerical I	\$55.00
Admin/Clerical II	\$65.00
Environmental Specialist I	\$70.00
Environmental Specialist II	\$80.00
Environmental Specialist III	\$90.00
Environmental Specialist IV	\$100.00
Environmental Manager	\$130.00
Construction Inspector I	\$70.00
Construction Inspector II	\$80.00
Construction Inspector III	\$90.00
Construction Inspector IV	\$100.00
CADD Technician I	\$70.00
CADD Technician II	\$80.00
Designer I	\$80.00
Designer II	\$90.00
Designer III	\$100.00
Senior Designer	\$115.00
Engineer I	\$100.00
Engineer II	\$110.00
Engineer III	\$120.00
Engineer IV	\$130.00
Engineer V	\$140.00
Engineer VI	\$150.00
Principal	\$160.00
Senior Principal	\$190.00
Expenses	
Mileage	Current IRS Rates
Per Diem	\$35.00
Other Direct Charge Mark up	15%

Good Through Calendar Year 2015 (modified 8/19/15)

**ATTACHMENT B
RINDT, INC.**

Meeting: May 2, 2024 Item 10.

STANDARD CONTRACT CONDITIONS

TRANSFER OF RIGHTS HEREUNDER

It is agreed that the Client and RINDT, Inc. (Consultant) each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Neither of the parties hereto shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

CREDIT APPROVAL, STOP WORK AND HOLDING WORK PRODUCT

Contract contingent upon credit approval. Consultant may "stop work" on Client's project if Consultant's invoices have not been paid within 45 days of the date of issuance. All of Consultant's Work Product may be held by Consultant until Consultant has been paid in full for the Work.

TERMINATION

This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with the terminating party prior to termination. If the Client decides to terminate this Agreement, the Client shall reimburse the Consultant for all equipment, devices, and material installed at the Consultants cost plus interest (0.8% per month) since the date of installation.

REMEDIES

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum.

CONSULTANT'S STANDARD OF CARE

The consulting services provided on this project will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No additional warranties are provided either express or implied unless agreed to in writing.

LIMIT OF LIABILITY

The Client agrees to limit the Consultant's liability on the project, including its agents and employees, due to the Consultant's negligent acts, errors or omissions, such that the total aggregate liability of the Consultant shall not exceed \$50,000 or the Consultant's total fee for services rendered on this project, whichever is less. However, at Client's discretion, the Consultant's limit of liability may be increased to \$1,000,000. The consideration to the Consultant for such increase will be a ten percent (10%) increase in the fee(s) proposed herein. If the Client desires to have the \$1,000,000 limit of liability, along with the increased fees, please initial the box at the end of this paragraph:

HOLD HARMLESS

The Client agrees to indemnify and hold harmless the Consultant, its principals, employees and agents against any claims arising out of the project based in whole or in part by the conduct or actions of the Client. The Consultant agrees to indemnify and hold harmless the Client against the negligent acts of the Consultant to the extent provided above. To the extent that the proposed services of the Consultant are for design which does not include construction phase services such as the review or site observation of the contractor's work or performance and the review of shop drawings, then the Client agrees to defend, indemnify and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

PAST DUE PAYMENTS

Payment is due upon the presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.

SAFETY

Should the Consultant provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations.

EXCLUSIONS

Specifically excluded from the Consultant's responsibility are the following:

- Actual, alleged or threatened pollution damages; that being damages caused by the release of solids, liquids or gases which cause environmental damages or require cleanup.
- Fines or penalties.
- Consultant's advice on bonds or insurance.
- Damages arising from handling or disposal of asbestos, asbestos containing materials, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.
- Project cost estimates.

ATTACHMENT "C"

RINDT, INC.

Meeting: May 2, 2024 Item 10.

1. **RIGHT OF ENTRY AND RIGHT TO PROCEED:** Owner grants a right of entry from time to time to RINDT, Inc. (RINDT), its agents, staff, consultants, contractors and subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including the making of tests and evaluations pursuant to the services provided hereunder.
2. **DOCUMENT, TITLE, CONFIDENTIALITY:** Owner will furnish or cause to be furnished from time to time as requested by RINDT all such reports, data, studies, plans, specifications, documents and other information deemed necessary by RINDT for performance of the services contemplated hereunder. RINDT may rely upon Owner-provided documents in performing the services contemplated hereunder; however, RINDT assumes no responsibility or liability for the accuracy of such documents. Owner-provided documents will remain the property of Owner. Owner agrees that all documents of any nature furnished by RINDT to Owner or Owner's agents or designees, if not paid for, will be returned upon demand and will not be used by Owner for any purpose whatsoever. Owner further agrees that under no circumstances shall any documents produced by RINDT pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without such consent of RINDT. Owner shall to the maximum extent permitted by law save RINDT harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document delivered by RINDT to Owner shall be reproduced or distributed, whether for advertising or any other purpose, without the prior written consent of RINDT. Any such reproduction or distribution shall be at Owner's sole risk and without liability or legal exposure to RINDT.
3. **SAMPLE HANDLING AND RETENTION:** Generally, test samples or specimens are consumed and/or substantially altered during the conduct of tests and RINDT, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless requested in writing by the Owner to store or otherwise handle the samples. (a) **NON HAZARDOUS SAMPLES:** At Owner's written request, RINDT will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of RINDT's report to Owner free of storage charges. After the initial thirty (30) days and upon written request, RINDT will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:** In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents," respectively), RINDT will, after completion of testing and at Owner's expense, (i) return such samples to Owner; (ii) using a manifest signed by Owner as generator, will have such samples transported to a location selected by Owner for final disposal. Owner agrees to pay all costs associated with the storage, transport, and disposal of such samples. Owner recognizes and agrees that RINDT is acting as a bailee and at no time does RINDT assume title of said waste.
4. **HAZARDOUS SUBSTANCES AND CONSTITUENTS:** Owner agrees to promptly notify RINDT of any Hazardous Substances and any special risk to human health, the environment or equipment on the site of which client is or becomes aware. By virtue of entering into this Agreement or of providing services hereunder, RINDT does not assume control of or responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to health, safety, or the environment. Owner agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connections with Hazardous Substances and Constituents, Owner agrees to the maximum extent permitted by law to defend, hold harmless and indemnify RINDT from and against any and all claims and liabilities resulting from the following: (a) Owner's violation of any federal, state or local statutes, regulations or ordinances relating to the disposal of Hazardous Substances or Constituents; (b) Owner's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Substances or Constituents found or identified at the site; and (c) Changed conditions or Hazardous Substances or Constituents introduced at the site by Owner or third persons before or after the completion of services herein.
5. **REPORTING:** By virtue of entering into this Agreement or of providing services hereunder, RINDT does not assume control of or responsibility for federal, state or local public agencies for any conditions at the site that may present a potential danger to health, safety or the environment. RINDT will assist the Client in his efforts to understand and take action on Owner's federal, state or local reporting responsibilities relative to the presence of contamination on Owner's property. RINDT agrees to assist in the preparation of licenses and permits in the name of the Owner for the services provided, and submit such applications to the Owner for review and further action. Owner agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose on a timely manner any information that may be necessary to prevent any danger to health, safety or the environment.
6. **CONTAMINATED EQUIPMENT:** All laboratory and field equipment contaminated in performing the services contemplated hereunder which cannot be reasonably decontaminated by RINDT shall become the responsibility of the Owner to decontaminate, or become the property and responsibility of Owner. All such equipment shall be delivered to Owner or disposed of in a manner similar to that indicated for hazardous samples. Owner agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.
7. **LIABILITY OF RINDT:** (a) **GENERAL:** Owner recognizes that the use of exploration and test equipment may unavoidably affect, alter or damage the terrain and affect subsurface vegetation, buildings, structures and equipment in, at or upon the site. Owner hereby acknowledges that this is inherent to RINDT's work and will not hold RINDT liable or responsible for any such effect, alteration or damage except that which is a direct result of the negligence of RINDT; (b) **DAMAGE AT SITE:** RINDT will not be liable for any property damage or bodily injury arising from damage to, or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.), which are not called to RINDT's attention in writing and correctly shown on the plans furnished by Owner in connection with work performed under this Agreement unless such damage or injury is the direct result of the negligence of RINDT.
8. **UNFORESEEN OCCURRENCES:** If, during the performance of RINDT's services hereunder, any unforeseen Hazardous Substances or Constituents or other unforeseen conditions or occurrences are encountered which, in RINDT's sole judgment, significantly affect the services, the risk involved in providing such services, or the recommended scope of services, RINDT will promptly notify Owner thereof. Subsequent to the notification RINDT may: (a) If practicable, in RINDT's sole judgment, complete the original scope of services; (b) Agree with Owner to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date specified by RINDT in writing.
9. **RCRA COMPLIANCE:** Nothing contained in this Agreement shall be construed or interpreted as requiring RINDT to assume the status of a generator, storer, treater, transporter or disposal facility within the meaning of any similar federal, state or local regulation or law.
10. **FORCE MAJEURE:** RINDT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.
11. **ENTIRE AGREEMENT:** Owner agrees that this Agreement is intended by the parties as the final, complete and exclusive expression of the terms and conditions of their Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to supplement this Agreement. This Agreement shall supersede all prior written or oral agreements between the parties hereto.
12. **SEVERABILITY:** In the event that any provision herein shall be deemed invalid or unenforceable the other provisions hereof shall remain in full force and effect and binding upon the parties hereto.
13. **SURVIVAL:** All obligations arising prior to the termination of this Agreement allocating responsibility or liability between Owner and consultant shall survive the completion of the services a written instrument signed by both parties.
14. **INTEGRATION:** This Agreement and the documents attached hereto, and which are incorporated herein, constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
15. **GOVERNING LAW, JURISDICTION:** The parties agree that all lawsuits or other claims which either of them may bring against the other shall be commenced and maintained only in the federal or state court which sits in the jurisdiction of RINDT's home office.
16. **CAPTIONS:** Title or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
17. **COMMON USAGE:** The term Owner as used herein shall refer to the party to the contract who is receiving the services provided thereunder, the Owner of the property or the agent of the property Owner, as appropriate.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Easements
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	1085 Burnt Hickory Road Easement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>As part of the Westside Water Feeder Main project, an easement will be required for this property. This will include 1.31 acres of permanent easement and 1.89 acres of temporary construction easement. The owner has agreed to the City's offer of \$12,396.00 for both easements.</p> <p>I recommend approval of this payment. This is a budgeted expense.</p>
LEGAL:	N/A

Cartersville Water Department
148 Walnut Grove Rd, Cartersville, Ga
Westside Feeder Main
Cartersville Project No :

OFFER OF COMPENSATION FOR EASEMENT ACQUISITION

Property Owner: Sheila Kown Cantrell & Christy
Cantrell Jordan w/rights of survivorship Mail to:
Bartow County Tax
Parcel Number 0072-0376-004 & 0072-0417-003
Address 1085 Burnt Hickory Rd
Cartersville, Ga. 30120

Total Area of Permanent Easement Required: 1.310 Ac

Total Area of Construction Easement Required: 1.890 Ac

Proposed Compensation

Cost Estimate: \$12,000.00 /acre N/A /sq. ft.
Compensation for Permanent Easement at 50% of appraised value: \$7,860.00
Compensation for Construction Easement at 20% of appraised value: \$4,536.00
Total Proposed Compensation: \$12,396.00

Notes:

*Value was determined through a Cost Estimate at \$12,000/Acre

Compensation Offered By:

City of Cartersville Date: 4/29/24
Print Name

Offer Accepted By: Date: 4-30-24

Sheila K. Cantrell

SHEILA K. CANTRELL

Print Owner's Name

Print Owner's Name



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Waterford Sewer Relocation Bid Award
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The 36” sewer interceptor in the Waterford subdivision has presented several maintenance problems, and its 36” and 8” aerial creek crossings are significant environmental liabilities for the City.</p> <p>The project includes relocating approximately 787 linear feet of sewer mains and manholes, as well as eliminating the aerial creek crossings and creek bank restoration.</p> <p>The Water Department opened bids for the project on April 11, 2024, from three responsive bidders. Our consulting engineer, Rindt Engineering and Environmental has recommended awarding the contract to the low bidder, HD Excavations and Utilities, of Dallas, GA for a contract price of \$729,320.60. This is the same firm currently under contract with the City for the Grassdale Road Water line relocation project, which is going well at this time.</p> <p>I recommend awarding this project to HD Excavations and Utilities for \$729,320.60. This is a budgeted expense.</p>
LEGAL:	N/A

April 30, 2024

Mr. Mike De Leon, P.E.
Water System Engineer
City of Cartersville Water Department
148 Walnut Grove Rd SE
Cartersville, Georgia 30120

RE: Recommendation of Contract Award
2024 – Waterford Sewer Interceptor Project
RINDT, Inc. Project No. R2018-095

Dear Mr. Mike De Leon,

As you are aware, bids were received for the above referenced project on April 11, 2024. We have reviewed and tabulated all of the bids received and found the lowest responsive and responsible bidder to be HD Excavations and Utilities, who provided the apparent lowest bid of \$729,320.60 for the Total Bid Amount. The certified Bid Tabulation detailing all bids received is enclosed.

There was a large gap between the lowest bid and the second lowest bid and HD Excavations and Utilities has confirmed that they can complete this job at the price they have listed. We have received no negative responses from the apparent lowest bidder's references.

It is the recommendation of RINDT, Inc. that the contract be awarded to HD Excavations and Utilities. Upon concurrence from your office, we will forward the contracts to the contractor for execution.

Please advise if you have any questions.

Sincerely,
RINDT, INC.



Meg Mbugua, P.E.
Vice President

Attachments:
R2018-095 Certified Bid Tabulation

BID TABULATION

Date: April 11, 2024

Time: 3:00 PM

Place: Cartersville City Hall

1 N Erwin Street, Cartersville, GA 30120

Prepared For: The City of Cartersville

By: RINDT, Inc.

Title of Job: Waterford Sewer Interceptor Relocation

Job #: R2018-095

Contractor	HD Excavations & Utilities	RDJE, Inc.	Site Engineering, Inc.
Bid Bond	American Alternative Insurance	Western Surety Company	Travelers Casualty and Surety Company of America
Utility License #	302576	302155	300075
E-Verify	YES	YES	YES

Item No.	Description	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
01 50 00	Mobilization								
01 50 00-A	Mobilization, Demobilization, Temporary Facilities, Insurance Requirements, and Site Safety	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00	\$ 50,000.00	\$ 50,000.00
01 51 00	Site Restoration								
01 51 00-A	Remove and replace various types and heights of existing fencing, complete, throughout the entire project	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 6,450.00	\$ 6,450.00	\$ 40,000.00	\$ 40,000.00
31 10 00	Site Clearing								
31 10 00-A	Easement Clearing per plans, including tree removal as indicated on the Drawings	AC	0.97	\$ 20,000.00	\$ 19,400.00	\$ 66,000.00	\$ 64,020.00	\$ 70,000.00	\$ 67,900.00
31 25 13	Erosion Controls								
31 25 13-A	Complete, in accordance with plans, including construction exits, silt fence, geotextile fabric, rip rap, check dams, storm drain outlet protection, inlet sediment traps, temporary mulching and grassing, and all indicated temporary vegetative and structural BMP practices.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 58,950.00	\$ 58,950.00	\$ 50,000.00	\$ 50,000.00
31 25 13-B	Additional Silt Fence	LF	50	\$ 3.60	\$ 180.00	\$ 4.00	\$ 200.00	\$ 10.00	\$ 500.00
31 37 00	Riprap for Bank Stabilization								
31 37 00-A	Riprap, with geotextile fabric, for bank stabilization	SF	1590	\$ 2.50	\$ 3,975.00	\$ 3.00	\$ 4,770.00	\$ 20.00	\$ 31,800.00
31 37 00-B	Additional Riprap, with geotextile fabric, for bank stabilization	SF	100	\$ 2.50	\$ 250.00	\$ 3.00	\$ 300.00	\$ 20.00	\$ 2,000.00
32 16 00	Curbs, Gutters, Sidewalks, and Driveways								
32 92 19-A	Concrete Driveway Repair	SF	3,265	\$ 12.00	\$ 39,180.00	\$ 9.00	\$ 29,385.00	\$ 10.00	\$ 32,650.00
32 92 19	Premanent Grassing -Seeding								
32 92 19-A	Seeding (Ds3)	SF	44,016	\$ 0.35	\$ 15,405.60	\$ 0.30	\$ 13,204.80	\$ 0.20	\$ 8,803.20
33 05 13	Precast Manholes and Structures								
33 05 13-A	4' Diameter Standard Manhole Top, to go over the catch basin. Complete, including all material and labor necessary for complete installation.	EA	3	\$ 7,000.00	\$ 21,000.00	\$ 15,839.00	\$ 47,517.00	\$ 10,000.00	\$ 30,000.00

BID TABULATION

Date: April 11, 2024

Time: 3:00 PM

Place: Cartersville City Hall

1 N Erwin Street, Cartersville, GA 30120

Prepared For: The City of Cartersville

By: RINDT, Inc.

Title of Job: Waterford Sewer Interceptor Relocation

Job #: R2018-095

Contractor	HD Excavations & Utilities	RDJE, Inc.	Site Engineering, Inc.
Bid Bond	American Alternative Insurance	Western Surety Company	Travelers Casualty and Surety Company of America
Utility License #	302576	302155	300075
E-Verify	YES	YES	YES

Item No.	Description	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
33 05 13-B	5' Diameter Cut-In Manhole All Depths. Complete, including all material and labor necessary for complete installation.	EA	1	\$ 16,500.00	\$ 16,500.00	\$ 21,200.00	\$ 21,200.00	\$ 15,000.00	\$ 15,000.00
33 05 13-C	4' Diameter Standard Manhole Top, to go over the catch basin. Complete, including all material and labor necessary for complete installation.	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 7,355.00	\$ 14,710.00	\$ 5,000.00	\$ 10,000.00
33 05 13-D	7'x7' Precast Structure. Complete, including all material and labor necessary for complete installation.	EA	2	\$ 27,000.00	\$ 54,000.00	\$ 78,000.00	\$ 156,000.00	\$ 25,000.00	\$ 50,000.00
33 05 13-E	CWD Standard Manhole Frame and Cover	EA	6	\$ 1,200.00	\$ 7,200.00	\$ 2,068.00	\$ 12,408.00	\$ 1,500.00	\$ 9,000.00
33 31 00	Sanitary Utility Sewerage Piping								
33 31 00-A	8" PVC including installation, bedding, materials, and labor necessary for a complete installation at the depths indicated below.								
	0.00-6.00	LF	74	\$ 275.00	\$ 20,350.00	\$ 170.00	\$ 12,580.00	\$ 210.00	\$ 15,540.00
	6.01-8.00	LF	224	\$ 275.00	\$ 61,600.00	\$ 248.00	\$ 55,552.00	\$ 230.00	\$ 51,520.00
33 31 00-B	24" DIP including installation, bedding, materials, and labor necessary for a complete installation at the depths indicated below.								
	0.00-6.00	LF	44	\$ 475.00	\$ 20,900.00	\$ 895.00	\$ 39,380.00	\$ 555.00	\$ 24,420.00
	6.01-8.00	LF	54	\$ 475.00	\$ 25,650.00	\$ 990.00	\$ 53,460.00	\$ 600.00	\$ 32,400.00
33 31 00-C	36" PVC including installation, bedding, materials, and labor necessary for a complete installation at the depths indicated below.								
	0.00-6.00	LF	0	\$ 565.00	\$ -	\$ 698.00	\$ -	\$ 610.00	\$ -
	6.01-8.00	LF	238	\$ 565.00	\$ 134,470.00	\$ 698.00	\$ 166,124.00	\$ 610.00	\$ 145,180.00
	8.01-10.00	LF	204	\$ 565.00	\$ 115,260.00	\$ 724.00	\$ 147,696.00	\$ 650.00	\$ 132,600.00
33 31 00-D	Existing System Removal and Abandonment - Complete, in accordance with plans, including all incidentals. Includes grout fill of abandoned lines.	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 153,000.00	\$ 153,000.00	\$ 100,000.00	\$ 100,000.00

BID TABULATION

Date: April 11, 2024

Time: 3:00 PM

Place: Cartersville City Hall

1 N Erwin Street, Cartersville, GA 30120

Prepared For: The City of Cartersville

By: RINDT, Inc.

Title of Job: Waterford Sewer Interceptor Relocation

Job #: R2018-095

Contractor	HD Excavations & Utilities	RDJE, Inc.	Site Engineering, Inc.
Bid Bond	American Alternative Insurance	Western Surety Company	Travelers Casualty and Surety Company of America
Utility License #	302576	302155	300075
E-Verify	YES	YES	YES

Item No.	Description	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
33 31 10	Sewer Bypass Pumping								
33 31 00-A	Temporary Sewerage Bypass Pumping, complete for entire project.	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 145,000.00	\$ 145,000.00	\$ 450,000.00	\$ 450,000.00
MISC	Miscellaneous								
MISC-1	Pre-Construction Video. Including construction sign and video recording of pre-existing conditions for project areas.	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,237.00	\$ 2,237.00	\$ 10,000.00	\$ 10,000.00
MISC-2	Survey Items, as required. Includes all Pre-construction Staking and Final as-built survey & certification by GA RLS.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 8,106.00	\$ 8,106.00	\$ 20,000.00	\$ 20,000.00
Subtotal Construction Cost Estimate					\$703,320.60	\$1,229,249.80		\$1,379,313.20	
ALLOW	Allowances								
ALLOW-1	Unsuitable Backfill - Soil	CY	150	\$ 30.00	\$ 4,500.00	\$ 30.00	\$ 4,500.00	\$ 30.00	\$ 4,500.00
ALLOW-2	Unsuitable Backfill - Stone	CY	130	\$ 40.00	\$ 5,200.00	\$ 40.00	\$ 5,200.00	\$ 40.00	\$ 5,200.00
ALLOW-3	Landscaping; replacement for damage to properties, fencing, re-grading, landscaping, and other misc. repair work.	LS	1	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00
ALLOW-4	Exploratory Excavation	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
ALLOW-5	Utility Relocation	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
ALLOW-6	Materials Testing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
ALLOW-7	Owner initiated misc. work	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Allowance Subtotal					\$26,000.00	\$26,000.00		\$26,000.00	
Total Construction Cost Estimate Including Allowances					\$729,320.60	\$1,255,249.80		\$1,405,313.20	

I certify that this is a true and accurate tabulation of the bids opened on the above referenced project.





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Mimosa-Chestnut Water Main Replacement Bid Award
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The small diameter, galvanized iron water mains in the area of Mimosa Drive and Chestnut Street are at the end of useful life and in need of replacement. This project will replace approximately 3,565 linear feet of 2” galvanized pipe with 6” and 8” ductile iron pipe and add four fire hydrants.</p> <p>The Water Department opened sealed bids on May 2, 2024, for this work. The consulting engineer, Goodwyn, Mills and Cawood, LLC (GMC) has recommended the lowest bidder, Utility and Water Services (UWS), Inc. at a cost of \$938,383.00.</p> <p>I recommend awarding this contract to Utility and Water Services (UWS), Inc. This is a budgeted expense.</p>
LEGAL:	N/A



Goodwyn Mills Cawood

May 6, 2024

6120 Powers Ferry Road NW
Suite 200
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

Michael De Leon, P.E.
Water System Engineer
City of Cartersville
148 Walnut Grove Road
Cartersville, GA 30120

Re: Bids Received
City of Cartersville Mimosa - Chestnut WM Replacement Project

Dear Michael,

Goodwyn Mills Cawood, LLC (GMC) has reviewed the bids for the City of Cartersville project, received by the City on May 2, 2024 at 3:00 PM. Enclosed is a tabulation of the bids received.

After reviewing the bid proposals, GMC recommends awarding the contract to the low bidder UWS, Inc. in the amount of **\$938,383**.

Enclosed are four (4) copies of the Notice of Award along with the Agreement and Notice to Proceed. If the City concurs with GMC's recommendation, please sign all four copies of the documents, but do not date them, and return all documents to GMC's office at 6120 Powers Ferry Rd. NW Ste 200 Atlanta, GA 30339. At that time, GMC will transmit the contract documents to the contractor with instructions to obtain the Payment Bond, Performance Bond, and insurance certificates. This will not give the contractor the authority to begin construction. After receipt of these documents from the contractor and a satisfactory review by GMC, a pre-construction conference will be scheduled. All documents will then be executed and dated, and the Notice to Proceed will be issued to begin construction.

Please contact me if you have any questions regarding the post-bid procedures.

Sincerely,

Charles A. Welch
Client Manager

Enclosure(s)

Item No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UWS, Inc.		Complete Site, LLC		HD Excavations & Utilities, LLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WATER MAIN SYSTEM									
1.	8" PC 350 DIP Water Main (Includes all Rest. Jt.)	2,695	LF	\$125.00	\$336,875.00	\$180.00	\$485,100.00	\$173.00	\$466,235.00
2.	8" PC 350 Poly-Wrapped DIP Water Main (Includes all Rest. Jt.)	845	LF	\$145.00	\$122,525.00	\$125.00	\$105,625.00	\$175.00	\$147,875.00
3.	6" PC 350 DIP Water Main (Includes all Rest. Jt.)	25	LF	\$125.00	\$3,125.00	\$85.00	\$2,125.00	\$137.50	\$3,437.50
4.	2" CL 200 SDR 21 PVC Water Main	20	LF	\$40.00	\$800.00	\$8.00	\$160.00	\$82.50	\$1,650.00
5.	8" Gate Valve	6	EA	\$2,400.00	\$14,400.00	\$4,000.00	\$24,000.00	\$3,080.00	\$18,480.00
6.	6" x 6" Wet Tapping Saddle with 6" Gate Valve	1	EA	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$4,675.00	\$4,675.00
7.	8" x 8" Wet Tapping Saddle with 8" Gate Valve	3	EA	\$5,000.00	\$15,000.00	\$7,500.00	\$22,500.00	\$8,250.00	\$24,750.00
8.	Connect to Existing 8" Water Main	2	EA	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$3,850.00	\$7,700.00
9.	Connect to Existing 2" Water Line	1	EA	\$5,000.00	\$5,000.00	\$1,400.00	\$1,400.00	\$1,650.00	\$1,650.00
10.	Fire Hydrant Assembly	5	EA	\$9,000.00	\$45,000.00	\$8,500.00	\$42,500.00	\$7,150.00	\$35,750.00
11.	Abandon Existing Water Main	1	LS	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$1,320.00	\$1,320.00
12.	New 3/4" Residential Service Meter Box Assembly (Short Side-SSS)	9	EA	\$1,250.00	\$11,250.00	\$2,000.00	\$18,000.00	\$1,430.00	\$12,870.00
13.	New 3/4" Residential Service Meter Box Assembly (Long Side-LSS)	18	EA	\$1,950.00	\$35,100.00	\$2,500.00	\$45,000.00	\$2,750.00	\$49,500.00
14.	Cast Iron Specials	1.91	TN	\$40,000.00	\$76,400.00	\$12,500.00	\$23,875.00	\$11,000.00	\$21,010.00
15.	Uncased Bore (all sizes)	233	LF	\$75.00	\$17,475.00	\$400.00	\$93,200.00	\$240.00	\$55,920.00
16.	Sterilization & Pressure Testing	3,585	LF	\$1.00	\$3,585.00	\$1.50	\$5,377.50	\$1.75	\$6,273.75
MISCELLANEOUS									
17.	Stabilization Stone	35	TN	\$60.00	\$2,100.00	\$65.00	\$2,275.00	\$71.00	\$2,485.00
18.	Trench Rock Blasting/Breaker and Excavation	160	CY	\$110.00	\$17,600.00	\$110.00	\$17,600.00	\$110.00	\$17,600.00
19.	Remove and Replace Existing Fence (All Types)	8	LF	\$200.00	\$1,600.00	\$350.00	\$2,800.00	\$55.00	\$440.00
20.	Remove and Replace Curb and Gutter	33	LF	\$25.00	\$825.00	\$26.00	\$858.00	\$44.00	\$1,452.00
21.	Remove & Replace Asphalt/Concrete Pavement (For Service)	329	LF	\$150.00	\$49,350.00	\$12.00	\$3,948.00	\$125.00	\$41,125.00
22.	Remove and Replace Asphalt or Concrete Pavement	388	SY	\$150.00	\$58,200.00	\$18.00	\$6,984.00	\$120.00	\$46,560.00
23.	Mill Asphalt Pavement 1.5" Depth	1,059	SY	\$20.00	\$21,180.00	\$18.00	\$19,062.00	\$36.00	\$38,124.00
24.	Recycled Asphalt Concrete 12.5 mm Superpave, Level B (100 %/1.5")	87	TN	\$225.00	\$19,575.00	\$550.00	\$47,850.00	\$425.00	\$36,975.00
25.	Mulching, Grassing and Planting (Ds1, Ds2 & Ds3)	2,658	LF	\$5.00	\$13,290.00	\$4.00	\$10,632.00	\$3.15	\$8,372.70
26.	Sodding (Ds4)	65	LF	\$25.00	\$1,625.00	\$100.00	\$6,500.00	\$45.00	\$2,925.00
27.	Silt Fence Type "NS" Non-Sensitive (Sd1-NS)	1,976	LF	\$3.00	\$5,928.00	\$4.00	\$7,904.00	\$2.20	\$4,347.20
28.	Inlet Sediment Trap (Sd2-P)	3	EA	\$100.00	\$300.00	\$225.00	\$675.00	\$250.00	\$750.00
29.	Composite Filter Sock Check Dam (Cd-Fs)	3	EA	\$100.00	\$300.00	\$300.00	\$900.00	\$250.00	\$750.00
30.	Stone Check Dam (Cd-S)	5	EA	\$250.00	\$1,250.00	\$350.00	\$1,750.00	\$315.00	\$1,575.00
31.	Slope Stabilization (Ss)	745	SY	\$5.00	\$3,725.00	\$2.00	\$1,490.00	\$14.00	\$10,430.00
32.	Materials Testing Allowance (Authorized by Owner & Engineer)	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
33.	Cash Allowance (Authorized by Owner & Engineer)	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Total Amount of Base Bid				\$938,383.00		\$1,058,590.50		\$1,108,007.15	
				(In Figures)		(In Figures)		(In Figures)	

LEGEND:
 Bid line items multiplied incorrectly on proposals. Totals on bids are therefore incorrect. Correct amounts shown in spreadsheet. Miscalculations do not affect who is the low bidder.

The undersigned certifies that this is a true and accurate tabulation of Bids received for the above project on the date indicated.

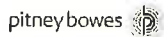
Charles A. Welch

Charles A. Welch
 Goodwyn Mills Cawood, LLC



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Customer Service
AGENDA ITEM TITLE:	Mail Center (billing)
DEPARTMENT SUMMARY RECOMMENDATION:	The existing mail center billing machine is at the end of its usable life and is no longer supported. We received a quote from the vendor (Pitney Bowes) in the amount of \$21,192.58 for the replacement including the equipment service agreement. This is a non-budgeted item, but it will be covered through other departmental funds.
LEGAL:	N/A



Purchase Quote/Equipment and Software Maintenance Quote

Agreement Number											

Your Business Information

Full Legal Name of Client / DBA Name of Client				Tax ID # (FEIN/TIN)			
CITY OF CARTERSVILLE				586000534			
Sold-To: Address							
10 N PUBLIC SQ, CARTERSVILLE, GA, 30120-3326, US							
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #			
Tara Mathis		(770) 607-6273		0015903491			
Bill-To: Address							
10 N PUBLIC SQ, CARTERSVILLE, GA, 30120-3326, US							
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #		Bill-To: Email	
Tara Mathis		(770) 607-6273		0015903491		tmathis@cityofcartersville.org	
Ship-To: Address							
10 N PUBLIC SQ, CARTERSVILLE, GA, 30120-3326, US							
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #			
Tara Mathis		(770) 607-6273		0015903491			
PO #				Quote Expiration Date			
---				2024-03-28			

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SENDPROMAILCENTER	MailCenter	PURCHASE	\$ 0.00
1	1FWX	15lb Interfaced Weighing Feature	PURCHASE	\$ 1,380.00
1	7W00	MailCenter Meter	RENT	\$ 66.12
1	APAXL	Cost Acctg Accounts Level (100)	PURCHASE	\$ 0.00
1	APKG	SendPro P SendPro 360 Ship Access	PURCHASE	\$ 0.00
1	APSJ	Connect+ 270 LPM Speed	PURCHASE	\$ 3,336.00
1	CAABL	Basic Cost Acctg for SP MailCenter	RENT	\$ 13.05
1	HV1P	MailCenter Printer	PURCHASE	\$ 0.00
1	HV96000	MailCenter Weighing Platform	PURCHASE	\$ 0.00
1	HVBD	MailCenter 3000	PURCHASE	\$ 13,516.00
1	HVPS	MailCenter Power Stacker	PURCHASE	\$ 1,657.50

1	HVSP	MailCenter Shipping Bundle	PURCHASE	\$ 739.50
1	M9SS	Mailstream IntelliLink Services 2	RENT	\$ 0.00
1	ME1D	Meter Equipment - P Series, HV	PURCHASE	\$ 563.58
1	MW92705	MailCenter 15in Display	PURCHASE	\$ 0.00
1	PTJ1	SendPro Online-PitneyShip	RENT	\$ 0.00
1	PTJ4	Multicarrier Sending App w HW or Meter	RENT	\$ 0.00
1	PTJ8	SPO-PitneyShip Mailing included w HW	RENT	\$ 0.00
1	PTJC	SPO-PitneyShip Individual	RENT	\$ 13.00
1	PTJN	Single User Access	RENT	\$ 0.00
1	PTK1	Web Browser Integration	RENT	\$ 0.00
1	PTK3	SendPro P Series Meter Integration	RENT	\$ 0.00
1	SJM3	SoftGuard for SendPro P3000	RENT	\$ 0.00
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)	SLA	\$ 2,126.40
1	SYAB3	Analytics - 2 Products	RENT	\$ 21.75

Purchase Total**	\$ 21,192.58
Monthly Total**	\$ 113.92
Annual Total**	\$ 2,126.40

**Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
Subscriptions	\$ 143.40	Equipment Maintenance	\$ 2,126.40
Meter Services	\$ 198.36	N/A	N/A

Tax Exempt

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Shipping and Handling	\$ 0.00
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Initial Term : 12 Months

**Plus applicable taxes which will be applied at the time of billing.

Sales Information

James Bradley	james.bradley@pb.com
Account Rep Name	Email Address

This Quotation is for budgeting and planning purposes only and is not legally binding. The supply of any goods or services is subject to a separate written order which will be issued by Pitney Bowes and will be subject to the terms and conditions incorporated therein.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Customer Service
AGENDA ITEM TITLE:	Inserting System (billing)
DEPARTMENT SUMMARY RECOMMENDATION:	The existing insertion machine is at the end of its usable life and is no longer supported. We received a quote from the vendor (Pitney Bowes) in the amount of \$18,867.40 for the replacement including the equipment service agreement. This is a non-budgeted item, but it will be covered through other departmental funds.
LEGAL:	N/A



Purchase Quote/Equipment and Software Maintenance Quote

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Client / DBA Name of Client		Tax ID # (FEIN/TIN)	
CITY OF CARTERSVILLE		586000534	
Sold-To: Address			
10 N PUBLIC SQ, CARTERSVILLE, GA, 30120-3326, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Tara Mathis	(770) 607-6273	0015903491	
Bill-To: Address			
PO BOX 1390, CARTERSVILLE, GA, 30120-1390, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
		0015979159	
Ship-To: Address			
10 N PUBLIC SQ, CARTERSVILLE, GA, 30120-3326, US			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #	
Tara Mathis	(770) 607-6273	0015903491	
PO #	Quote Expiration Date		
	2024-04-10		

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	RELAY5000	Relay 5000 Inserting System	PURCHASE	\$ 0.00
2	F780183	Sheet/Flat Envelope Tray	PURCHASE	\$ 295.20
2	F780184	Insert Tray	PURCHASE	\$ 295.20
1	F7DI	Bottom Address Inverter Kit	PURCHASE	\$ 864.00
1	F9PG	PowerGuard Service Package	PURCHASE	\$ 245.00
1	STDSL A	Standard SLA-Equipment Service Agreement (for Relay 5000 Inserting System)	SLA	\$ 2,041.60
1	TI50	Relay 5000 Inserting System	PURCHASE	\$ 17,168.00

Purchase Total**	\$ 18,867.40
Monthly Total**	\$ 0.00
Annual Total**	\$ 2,041.60

**Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
N/A	N/A	Equipment Maintenance	\$ 2,041.60

Tax Exempt

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Shipping and Handling \$ 0.00

Initial Term : 12 Months

***Plus applicable taxes which will be applied at the time of billing.*

Sales Information

James Bradley james.bradley@pb.com

Account Rep Name Email Address

This Quotation is for budgeting and planning purposes only and is not legally binding. The supply of any goods or services is subject to a separate written order which will be issued by Pitney Bowes and will be subject to the terms and conditions incorporated therein.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Fortinet Fiber Switch
DEPARTMENT SUMMARY RECOMMENDATION:	This item is the purchase of two new Fortinet fiber optic network switches. These switches will be used to physically separate the internal city network from the FiberCom customer network for enhanced security and more efficient network design. This is not a budgeted item but will be funded with the 2020 SPLOST and it is recommend this for your approval.
LEGAL:	N/A



QUOTE

9979 Muirlands Blvd, Irvine CA 92618
www.blueally.com | insidesales@blueally.com
Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: 450832

Date: 05/13/2024

Billing Address

City of Cartersville

1 North Erwin St.

Cartersville GA 30120
USA

Shipping Address

FiberCom / Steven Grier

500 S. Tennessee St.
STE 200 / Steven Grier
Cartersville GA 30120
USA

Customer ID: [REDACTED]

Customer Ref. No.:

Salesperson: **Lev Jacobi**

Shipping Method: **FedEx Ground**

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
2	FS-1024E	Layer 2/3 FortiGate switch controller compatible switch with 24 x GE/10GE SFP/SFP+ slots and 2 x 100	\$ 10,850.00	\$21,700.00

Quotation Subtotal \$ 21,700.00

Total Tax \$ 0.00

Quotation Total \$ 21,700.00

Quotation Valid Until: 06/13/24

To securely submit payment for this quote via credit card, please visit:



RETURN POLICY: All Returns must meet all applicable criteria listed in our Return Policy found at <https://www.BlueAlly.com/returns>.

For approval please contact the sales representative listed on this invoice.

* All Claims for shortage, damaged or shipping errors must be made within 3 days of receipt.

* All sales have a 30 day return period unless noted otherwise.

* No cash refunds.

* Non-defective items returned subject to 15% restocking fee.

* Warranties void if labels removed or tampered with.

* Returns must include all original packaging and include all accessories & documentation.

* All software and license downloads are not returnable. All sales are final when software has been registered, activated or used.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works-Stormwater
AGENDA ITEM TITLE:	Compact Excavator Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Stormwater Division of Public Works needs a compact excavator to be utilized along with some of our aging excavating equipment. We specifically need a larger compact excavator to pick up larger concrete pipes and concrete blocks, yet still can work within smaller, confined areas. After testing the Bobcat E88 R2 Series excavator, we feel that it is the best equipment to meet our needs. We reached out to Rhinehart Equipment to get their Sourcewell Price of \$114,304.12. This excavator is available and can be delivered upon approval of purchase.</p> <p>This is not a budgeted item; however, stormwater funds are available in our capital projects budget. Public Works recommends approval to purchase this compact excavator from Rhinehart Equipment.</p>
LEGAL:	N/A



Quotation Number: **CE466625**
 Quote Sent Date: **May 03, 2024**
 Expiration Date: **Jun 02, 2024**
 Prepared By: **Callie Everett**
 Phone:
 Email:
 callie.everett@rhinehartequipment.com

Customer
CITY OF CARTERSVILLE PUBLIC WORKS STORM / WATER
 330 SOUTH ERWIN
 CARTERSVILLE, GA, 30120
 Phone: 7703875602 EXT 3503

Contact
JEREMY DOVER
 Phone: 7703875602 EXT 3503
 Email: jdover@cityofcartersville.org

Dealer
Rhinehart Equipment Company, Rome, GA
 3556 MARTHA BERRY HWY
 ROME, GA, 30165-7730

Item Name	Item Number	Quantity	Price Each	Total
E88 R2-Series Bobcat Compact Excavator	M3327	1	87,651.90	87,651.90
<i>Serial Number: B4NM14066</i>				
Standard Equipment:				
65.9 HP Turbocharged, Tier 4, Non DPF Auto-Idle Auto-Shift, Two Speed Travel Auxiliary Hydraulics - w/ Arm Mounted Quick Couplers & Selectable Flow Rate Cab, Enclosed with HVAC - ROPS/TOPS & Level 1 FOPS Includes: Radio Ready Cup Holder Retractable Seat Belt Deluxe Cloth Suspension Seat Control Console Locks Control Pattern Selector Valve (ISO/STD) Dozer Blade w/ Float Engine/Hydraulic Monitor with Engine Idle Fingertip Auxiliary Hydraulics Fingertip Boom Swing Control		Horn Integrated Bucket Link Lift Point Keyless Start LED Work Lights - 2 front facing cab mounted, 1 under boom Lift Eye Long Arm Mirrors - Left and Right Side Pin - On Attachment Mounting System Rubber Tracks Deluxe Display Telematics - Machine IQ Warranty: 2 years, or 2000 hours whichever occurs first		
Cab Deluxe Package	M3327-P11-C12	1	2,629.20	2,629.20
<i>Included: Cab Deluxe Package:, *MUST SELECT HYDRAULIC PIN-GRABBER READY OR HYDRAULIC PIN-GRABBER*, Long Arm, Enclosed Cab with Auto HVAC, 3yr Machine IQ Health and Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm</i>				
Hydraulic Activated Pin-Grabber Quick Coupler	M3327-R06-C17	1	4,786.60	4,786.60
Hydraulic Clamp - Long Arm - Class VI w/ Diverter Valve	M3327-R08-C15	1	3,966.90	3,966.90
Long Arm + Additional Bolt-on Counterweight	M3327-R03-C09	1	1,544.20	1,544.20

18" Class 6 SD MX Bucket. 55mm pins not included.	7457613	1	1,814.88	1,814.88
24" Class 6 SD MX Bucket. 55mm pins not included.	7457616	1	1,963.08	1,963.08
36" Class 6 SD MX Bucket. 55mm pins not included.	7457619	1	2,420.60	2,420.60
60" MX6 PIN-ON GRADING	7334506	1	2,337.76	2,337.76
Attachment Pin Kit (55MM)	7328360	4	263.50	1,054.00

Total for E88 R2-Series Bobcat Compact Excavator			110,169.12
	Quote Total -		110,169.12
	Dealer P.D.I.		300.00
	Freight Charges		3,100.00
	Destination Charges		535.00
	Dealer Assembly Charges		200.00
	Sales total before Taxes		114,304.12
	Taxes		0.00
	Quote Total -		114,304.12

Customer Acceptance:
 Quotation Number: CE466625 Purchase Order: _____

Authorized Signature:
 Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y / N



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Garbage Cart Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Solid Waste Division of Public Works received quotes from garbage cart suppliers for two hundred recycling (blue) carts and 624 brown garbage carts. The best price of the preferred product is from Toter, LLC for a total price (including shipping) of \$44,280.00.</p> <p>This is a budgeted item and Public Works recommends approval to purchase these garbage carts for Toter, LLC.</p>
LEGAL:	N/A



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10311054

Meeting: May 2, 2024 Item 18.

Sell To:

Contact Name	Stacey Jones	Ship To Name	City of Cartersville
Bill To Name	City of Cartersville	Ship To	330 S Erwin St
Bill To	330 S Erwin St		Cartersville, GA 30120
	Cartersville, GA 30120		USA
	USA	Quick Ship	<input type="checkbox"/>
Email	sjones@cityofcartersville.org		
Phone	(770) 387-5602		
Mobile	(678) 247-4030		

Quote Information

Salesperson	Gary Stignani	Expiration Date	5/17/2024
Salesperson Email	gstignani@wastequip.com	Quote Number	WQ-10311054
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	S5461	---Body Color - (741) BFI Blue ---Lid Color - (741) BFI Blue ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	200.00	\$48.75	\$9,750.00
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	S5461	---Body Color - (270) Brown ---Lid Color - (270) Brown ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624.00	\$53.50	\$33,384.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$43,134.00
Shipping Terms	FOB Origin	Shipping	\$1,146.00
		Tax	\$0.00
		Grand Total	\$44,280.00

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request.



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10311054

Meeting: May 2, 2024 Item 18.

Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information

Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Commercial Dumpster Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Solid Waste Division of Public Works received three quotes from various solid waste vendors for 8-yard commercial dumpsters. The lowest price for equivalent quantities was from Lewis Steel Works, Inc. from Wren, Georgia. The amount (including shipping) is \$27,175.00.</p> <p>This is a budgeted item and Public Works recommends approval to purchase these dumpsters from Lewis Steel Works, Inc.</p>
LEGAL:	N/A

5-8-2024
 Dumpster quotes

Meeting: May 2, 2024 Item 19.

Lewis Steel Works, Inc
 P.O. Box 338
 613 South Main Street
 Wrens, GA 30833
 USA

Sales Order
 Sales Order Number:
 321231-9138

Sales Order Date:
 May 8, 2024

Voice: (706) 547-6561
 Fax: (706) 547-3020

Page:
 1

Sold To:
 CITY OF CARTERSVILLE
 330 SOUTH ERWIN ST
 CARTERSVILLE, GA 30120
 USA

Ship To:
 CITY OF CARTERSVILLE
 1 INDUSTRIAL DRIVE
 CARTERSVILLE, GA 30120
 USA

Customer ID	PO Number	Customer Telephone No.
C-03598-01		770-387-5602 Office
Customer Contact	Shipping Method	Payment Terms
Gary Brawner	Wrens Diesel	Net 30 Days

Quantity	Item	Description	Unit Price	Extension
18.00	8YDNBPL	8 YARD NOTCH BACK CONTAINER WITH PLASTIC LIDS - PAINTED: GREEN	965.00	17,370.00
18.00	SERIAL NUMBERS	SERIAL NUMBERS		
8.00	8YDSLPL	8 YARD SLANT FRONT WITH PLASTIC LIDS - PAINTED: GREEN	965.00	7,720.00
8.00	SERIAL NUMBERS	SERIAL NUMBERS		
3.00	FREIGHT	FREIGHT/ LOAD \$695	695.00	2,085.00
1.00	TRAILER NUMBER	TRAILER NUMBER		

Subtotal 27,175.00

Sales Tax

Freight 0.00

TOTAL ORDER AMOUN 27,175.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Automated Side Loader Repair
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Our back-up Automated Side Loader Garbage Truck has encountered issues and needs a new transmission. The city garage recommended the repairs to continue use of this vehicle. Though this vehicle is a backup, it is frequently used by our Solid Waste Division.</p> <p>Next Tran from Kennesaw will perform the repair for a total cost of \$22,201.56, and the City Garage service fee will be \$1,354.14.</p> <p>Public Works is requesting the authority to approve this repair totaling \$23,555.70. This is a budgeted expense that will be paid from the Solid Waste Maintenance of Vehicle and Equipment budget.</p>
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Terrell Heights Phase II Stormwater Improvement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Due to the high bids that Public Works received last year, Phase I of the Terrell Heights Stormwater Improvement project was performed by our Public Works’ crews. However, due to the complexity of Phase II, we decided that this part of the project would be rebid. This phase included stormwater installation, various utility repairs, upgrades and re-alignments and the installation of a detention pond (Alternative 2). Barge Design, the design engineer, assisted the city with bidding and review. On April 26, 2024, we received bids from four contractors to perform the work. The overall low bidder for the base project and both alternative bids was HD Excavations and Utilities from Villa Rica, Georgia for \$1,511,550.00.</p> <p>Our design engineer has reviewed all bid documents and recommends issuing a Notice of Award and entering a contract with the low bidder, HD Excavations and Utilities</p> <p>Public Works will utilize America Rescue Plan Act (ARPA) Funds for this project. To qualify for these funds, we feel that this project would help our stormwater division “manage, reduce and recapture stormwater” resulting in reduced flooding at this location. Therefore, this project would meet the requirements for eligibility of ARPA funds.</p> <p>An estimated \$309,360.00 will use water/sewer funds, while the remaining \$1,202,190.00 will be funded by ARPA funds. The \$309,360.00 water/sewer portion is not budgeted but will be paid from sewer revenue. Public Works recommends accepting the bid from HD Excavations and Utilities and allowing the mayor to sign the Notice of Award and the associated contract provided by our design engineer.</p>
LEGAL:	N/A

***** BID TABULATION *****
 Terrell Heights Storm Water Sewer Improvements
 Phase 2
 City of Cartersville
 Cartersville, GA

BID: April 26, 2024, 10:00 A.M.

Bidder	Base Bid Total	Total Bid with Additive Alternate #1	Total Bid with Additive Alternate #2	Total Bid with Additive Alternates #1 & #2	Bid Bond Amount	Surety Company
HD Excavations and Utilities Villa Rica, GA	\$1,189,550.00	\$1,196,550.00	\$1,504,550.00	\$1,511,550.00	5% of Bid Amount	American Alternative Insurance Corporation
RDJE Inc. Newnan, GA	\$1,142,925.00	\$1,156,670.00	\$1,580,505.00	\$1,594,250.00	5% of Bid Amount	Western Surety Company
Complete Site Canton, GA	\$1,363,500.00	\$1,373,500.00	\$1,738,500.00	\$1,748,500.00	5% of Bid Amount	United Fire & Casualty Company
Site Engineering Inc. Atlanta, GA	\$2,509,800.00	\$2,520,800.00	\$3,456,800.00	\$3,467,800.00	5% of Bid Amount	Travelers Casualty and Surety Company of America

Terrell Heights Storm Water Sewer Improvements Phase 2 City of Cartersville				HD Excavations and Utilities Villa Rica, GA		RDJE Inc. Newnan, GA		Complete Site Canton, GA		Site Engineering Inc. Atlanta, GA	
Item No.	Description	Estimated Qty.	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
PHASE 2											
1.	Erosion and Sedimentation Control	1	LS	\$6,500.00	\$6,500.00	\$107,000.00	\$107,000.00	\$35,000.00	\$35,000.00	\$95,000.00	\$95,000.00
2.	Removing and Replacing Pavement										
a.	Asphalt Mill and Overlay	2300	SY	\$35.00	\$80,500.00	\$40.00	\$92,000.00	\$200.00	\$460,000.00	\$48.00	\$110,400.00
b.	Curb and Gutter	470	LF	\$37.00	\$17,390.00	\$53.00	\$24,910.00	\$40.00	\$18,800.00	\$110.00	\$51,700.00
3.	Water Mains and Accessories										
a.	6" DIP Water Main	150	LF	\$250.00	\$37,500.00	\$120.00	\$18,000.00	\$150.00	\$22,500.00	\$550.00	\$82,500.00
b.	Clean-up, Testing, And Disinfection Sewer and Accessories	1	LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$26,000.00	\$26,000.00
4.	Sewer and Accessories										
a.	10" HDPE Sewer (By Pipe Bursting)	300	LF	\$400.00	\$120,000.00	\$214.00	\$64,200.00	\$425.00	\$127,500.00	\$520.00	\$156,000.00
b.	8" HDPE Sewer (By Pipe Bursting)	360	LF	\$326.00	\$117,360.00	\$183.00	\$65,880.00	\$485.00	\$174,600.00	\$510.00	\$183,600.00
c.	6" DIP Sewer	40	LF	\$200.00	\$8,000.00	\$155.00	\$6,200.00	\$40.00	\$1,600.00	\$500.00	\$20,000.00
d.	6" PVC Sewer	80	LF	\$150.00	\$12,000.00	\$104.00	\$8,320.00	\$25.00	\$2,000.00	\$400.00	\$32,000.00
e.	Relocate Existing Cleanout	1	EA	\$4,500.00	\$4,500.00	\$3,850.00	\$3,850.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
f.	Clean-up and Testing	1	LS	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$29,000.00	\$29,000.00
5.	Storm Pipe										
a.	36" RCP	500	LF	\$515.00	\$257,500.00	\$405.00	\$202,500.00	\$250.00	\$125,000.00	\$1,005.00	\$502,500.00
b.	36" Equivalent Arch Concrete Pipe	540	LF	\$615.00	\$332,100.00	\$525.00	\$283,500.00	\$325.00	\$175,500.00	\$1,150.00	\$621,000.00
c.	18" RCP	20	LF	\$385.00	\$7,700.00	\$505.00	\$10,100.00	\$150.00	\$3,000.00	\$750.00	\$15,000.00
6.	Storm Drainage Structures/ Junction Boxes										
a.	Concrete Headwall	1	EA	\$18,500.00	\$18,500.00	\$33,814.00	\$33,814.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
b.	60" Junction Box	5	EA	\$10,000.00	\$50,000.00	\$19,271.00	\$96,355.00	\$11,500.00	\$57,500.00	\$28,000.00	\$140,000.00
c.	60" Junction Box/ Grate Inlet	2	EA	\$12,000.00	\$24,000.00	\$21,170.00	\$42,340.00	\$6,500.00	\$13,000.00	\$28,000.00	\$56,000.00
d.	84" x 120" Junction Box/Grate Inlet	1	EA	\$26,000.00	\$26,000.00	\$36,635.00	\$36,635.00	\$25,000.00	\$25,000.00	\$70,600.00	\$70,600.00
7.	Site Restoration (Concrete driveway, sidewalks, fencing, landscaping, etc.)	1	LS	\$35,000.00	\$35,000.00	\$12,321.00	\$12,321.00	\$75,000.00	\$75,000.00	\$275,000.00	\$275,000.00
8.	Allowances										
a.	Soils and Concrete Testing	ALLOWANCE			\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00
b.	Record Drawing Survey	ALLOWANCE			\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00
BASE BID TOTAL, ITEMS 1-8, INCLUSIVE, THE AMOUNT OF					\$1,189,550.00		\$1,142,925.00		\$1,363,500.00		\$2,509,800.00
ADDITIVE ALTERNATIVE NO. 1											
9.	115 Woodland Drive Demolition										
a.	Driveway Demolition	1	LS	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
b.	Fence Demolition	1	LS	\$2,500.00	\$2,500.00	\$6,125.00	\$6,125.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
c.	Removing 18" RCP	20	LF	\$100.00	\$2,000.00	\$206.00	\$4,120.00	\$200.00	\$4,000.00	\$150.00	\$3,000.00
ALTERNATIVE NO.1 TOTAL					\$7,000.00		\$13,745.00		\$10,000.00		\$11,000.00
ADDITIVE ALTERNATIVE NO.2											
10.	Stormwater Storage Pond (OCS, Grading, and Wall) (Additional E&SC and Site Restoration)	1	LS	\$315,000.00	\$315,000.00	\$437,580.00	\$437,580.00	\$375,000.00	\$375,000.00	\$947,000.00	\$947,000.00
ALTERNATIVE NO.2 TOTAL					\$315,000.00		\$437,580.00		\$375,000.00		\$947,000.00
TOTAL, ITEMS 1 THROUGH 10, INCLUSIVE, THE AMOUNT OF					\$1,511,550.00		\$1,594,250.00		\$1,748,500.00		\$3,467,800.00

NOTES:

On Site Engineering's Basis of Bid, there were some miscalculations (highlighted in red), the amounts have been corrected above. This is true and exact tabulations of bids as received

May 7, 2024

Mr. Wade Wilson
Public Works Director
City of Cartersville Public Works
PO Box 1390
330 S. Erwin Street
Cartersville, GA 30120

RE: Recommendation of Award
Terrell Heights Storm Sewer Improvements – Phase 2

Dear Mr. Wilson:

As you are aware, bids were received on April 26, 2024, for the referenced project. The City of Cartersville has advised us that the City has sufficient funding to include both additive alternates in the project. HD Excavations & Utilities, LLC was the apparent low bidder for the project, Base Bid plus both Additive Alternates in the amount of \$1,511,550.00. A tabulation of the bids is attached for your use.

We have completed our review of the bid documents and find them in order. We have also checked their references and other pertinent information with positive results.

As a result of this investigation, we recommend HD Excavations & Utilities, LLC as the successful, responsive, and responsible low bidder for the project.

American Alternative Insurance Corporation was the surety company for the bid bond and will most likely furnish the performance and payment bonds for this project. They are listed in the current U.S. Department of the Treasury Circular 570. They are shown as being licensed in the State of Georgia with an underwriting limitation that is greater than the bond amount. While we make no representation as to the solvency of this surety company, inclusion in this circular does indicate that they were acceptable as a surety on Federal bonds. We would like to remind you that an “officer of the government entity” is required by Georgia Law (OCGA 36-91-40 (a)(2)) to “approve as to solvency of the surety”. As your Engineer, we are not qualified to assure the solvency of the surety. We would recommend that your attorney is probably in the best position to suggest procedures to assure compliance with this Georgia Law.

If you concur with our recommendation, and you have confirmed the solvency of the surety, please advise us and we will notify the contractor of award and will transmit the conformed documents to them for execution and attachment of bonds and insurance.

If you have any questions, please do not hesitate to call me.

Sincerely,

Barge Design Solutions, Inc.



David Lavergne, PE
Project Manager

cc: David King, Barge

Notice of Award

Date of Issuance: May 23, 2024

Owner: City of Cartersville

Owner's Contract No.:

Engineer: Barge

Engineer's Project No.: 3769701

Project: Terrel Heights Storm Sewer Improvements Phase 2

Contract Name:

Bidder: HD Excavations & Utilities, LLC

Bidder's Address: PO Box 489, Villa Rica, GA 30180

TO BIDDER:

You are notified that Owner has accepted your Bid dated April 26, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Terrell Heights Stormwater Improvements – Phase 2 with Add Alternates 1 & 2.

The Contract Price of the awarded Contract is: \$1,511,550.00 (Units prices as per Bid Form)

[X] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

[X] a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner five (5) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Cartersville

Authorized Signature

By:

Title:

Copy: Barge Design Solutions, Inc.

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1420 King Street, Alexandria, VA 22314-2794

(703) 684-2800

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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THIS AGREEMENT is by and between **City of Cartersville** (“Owner”) and **HD Excavations and Utilities, LLC** (“Contractor”)

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Terrell Heights Stormwater Improvements – Phase 2
Add Alternate 1 – 115 Woodland Drive Demolition
Add Alternate 2 – Stormwater Storage Pond

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Terrell Heights Stormwater Improvements – Phase 2
Add Alternate 1 – 115 Woodland Drive Demolition
Add Alternate 2 – Stormwater Storage Pond

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Barge Design Solutions, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 150 consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 consecutive calendar days after the date when the Contract Times commence to run.

Agreement

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$750.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, the sum of which is **One Million, Five Hundred Eleven thousand, Five hundred Fifty (Dollars) and zero cents (\$1,511,550.00)**.

ARTICLE 6 – PAYMENT PROCEDURES6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment submitted monthly by a day of the month established at the Pre-Construction Conference during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or

Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 90 percent of Work completed (with the balance being retainage).; and
 - b. 90 for GA percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of one half percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of

Agreement

Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings as listed on the Drawing Index, with each sheet bearing the following general title: Terrell Heights Stormwater Improvements Phase 2.

- 8. Addenda (numbers 1 to 2, inclusive), incorporated herein.
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00 41 00-1 to 00 41 00-9, inclusive), as shown in Section 00 41 00 of this Project Manual.
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions

Agreement

shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Agreement

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 23 day of May, 2024, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Cartersville

HD Excavations and Utilities, LLC

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

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www.nspe.org

American Council of Engineering Companies
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(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
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(703) 548-3118
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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Terrell Heights Phase I and II- Engineering Services
DEPARTMENT SUMMARY RECOMMENDATION:	<p>In August of 2021, Public Works received approval from the Mayor and Council to contract with Barge Designs to perform engineering design of the storm system for the Terrell Heights Subdivision. Barge Design has completed the design, and Phase II of the project is slated to begin as soon as the contract with the contractor is signed.</p> <p>Barge Design has provided additional bid phase services and is proposing to provide construction phase services for portions of Phase I and all of Phase II. The proposed construction services will include items such as coordination, meetings, status reports, pay applications, site visits/inspections and technical reviews.</p> <p>The proposed amendment will result in compensation of \$48,500.00.</p> <p>This amendment will be paid out of the American Rescue Plan Act (ARPA) Funds. This is not a budgeted item, but it has been determined that these services would qualify for ARPA funding, as the City feels that this project would help our stormwater division “manage, reduce and recapture stormwater” drainage that would result in reduced flooding at this location. Therefore, this project would meet the requirements for eligibility of ARPA funds.</p> <p>Public Works recommends approval of this amendment.</p>
LEGAL:	N/A

ADDITIONAL SERVICES AMENDMENT NUMBER 2

This amendment to the Professional Services Agreement dated August 25, 2021, between the City of Cartersville, GA (Client) and Barge Design Solutions, Inc. (Barge) is for additional services described as follows:

Project: Terrell Heights – Storm Sewer System Improvement Project

Project Description: Provide survey, design, permitting, and bid phase services for stormwater improvements for the Terrell Heights neighborhood.

I. PROFESSIONAL SERVICES: Barge agrees to perform the following additional services under this Amendment:

Bid phase and construction phase services as described in the attached Exhibit A

II. COMPENSATION: The compensation to be paid to Barge for providing the requested additional services shall be:

<input type="checkbox"/>	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
<input type="checkbox"/>	Estimated Fee	\$	or Maximum Fee \$
<input checked="" type="checkbox"/>	Lump Sum	\$	48,500
<input type="checkbox"/>	Percentage of Construction Cost	%	Estimated Fee \$
<input type="checkbox"/>	Other (specify)		

III. TERMS AND CONDITIONS: Services performed under this amendment are subject to the same terms and conditions described in the Professional Services Agreement as referenced above.

City of Cartersville, GA		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:		Printed Name:	
Title:		Title:	
Address:		Address:	



**Exhibit A, Scope of Work
Amendment No. 2 – Terrell Heights Stormwater
City of Cartersville, Georgia
May 6, 2024**

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for the City of Cartersville, Georgia (Client) including an additional round of bid phase services and construction phase services for the combined Phase 1 & Phase 2 Amendment No. 2 – Terrell Heights Stormwater:

Task 1 – Bid Phase Services

An additional round of bid phase services was required for the project due to lack of bid responses for Phase 1; both phases were combined as a single project. The bid phase services included providing bid documents for advertisement, responses to bidder inquiries, preparation of addenda, and review of bids as summarized below:

- Addressed a second round of utility reviews for the Phase II portion of the construction documents.
- Prepared Advertisement for Bids and coordinate common documentation with CTI Engineers.
- Participated in Bid Opening.
- Assisted the Client with review of contractor bid packages for responsiveness and qualification, contact references of apparent low bidder, and provide recommendation for award.

Deliverables:

- Advertisement for Bids
- Conformed contract documents – plans and specs in PDF format

Assumptions:

- The bid phase services task has been completed and the City intends to self-perform portions of the project while contracting other portions (CIPP, Woodland Dr pipe installation)

Task 2 – Construction Phase Services

Limited construction phase services are proposed, and the Client plans on self-performing portions of the construction. The following construction phase support services are anticipated, to assist the Client in implementing the construction contract.

- For the former Phase I portions of the project, up to two RFIs or field changes are assumed to address unknown conditions along the existing stormwater infrastructure route once excavation has occurred.



**Exhibit A, Scope of Work
Amendment No. 2 – Terrell Heights Stormwater
City of Cartersville, Georgia
May 6, 2024**

- CIPP contractor coordination and RFI responses.

Woodland Drive pipe and/or pond construction portion to be performed by contractor:

- Attend up to one pre-construction meeting for the Woodland Dr pipe installation with Client and the Contractor’s representatives.
- Attend monthly progress meetings with Client and the Contractor’s representatives to provide engineering support for field issues; prepare meeting agenda and summaries.
- Review Contractor’s project status reports, monthly pay applications, and change order log.
- Perform periodic site visits to review site conditions to review materials and workmanship used on the project for compliance with the contract documents.
- Review Contractor submittals for compliance with the specifications and drawings. Barge’s review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. It has been assumed that review time will be limited to the initial submittal and one resubmittal for each separately submitted item.
- Respond to Contractor requests for information (RFI), issue clarifications and interpretations of the contract documents as necessary and maintain an RFI log.
- Review test plans and witness field performance and acceptance tests specified in the construction specifications.
- Perform one-day pre-final inspection and prepare construction punch list at Substantial Completion.
- Conduct one-day final inspection to verify completion of punch list and other items.
- Incorporate Contractor’s red-line markups into the electronic drawing files to capture field changes or adjustments made during the execution of the work.
- Review Contractor closeout documents for completion, including O&M documents, certificates of completion, warranties, etc.

Deliverables:

- Monthly construction progress meeting agenda, sign-in sheet, and meeting summary



**Exhibit A, Scope of Work
Amendment No. 2 – Terrell Heights Stormwater
City of Cartersville, Georgia
May 6, 2024**

- Contract correspondence, including as applicable: comments on submittals, clarifications, responses to RFIs, and site visit reports
- Punch list at Substantial Completion
- Record drawings – electronic version in PDF format

Assumptions:

- For the former Phase I portion of the project, the client will self-perform the construction with no construction meetings or site visits included in the scope by Barge.
- The construction phase will start in 2024 and is anticipated to take 6 months, with 4 months of onsite construction requiring site visits.
- Periodic site visits are anticipated approximately two times per month during heavy onsite construction activities.
- Resident Project Representative (RPR) services are not included in this proposal but can be added if requested.
- Client- or contractor-directed changes that require design support during construction are not anticipated; such services can be provided as additional services to this proposal.
- No startup and commissioning services are anticipated.
- Review of contractor submittals is limited to one re-review for each submittal and up to 25 submittals are included.
- All concrete, earthwork, and structural steel testing will be furnished by others.
- Any field construction stake-out surveying or as-built surveying is by others.
- By performing the construction phase services, Barge shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences or procedures of construction. Barge shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.
- Barge shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's



**Exhibit A, Scope of Work
Amendment No. 2 – Terrell Heights Stormwater
City of Cartersville, Georgia
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agents or employees or any other persons (except Barge 's employees or agents) at the site or otherwise furnishing or performing any of the Contractor's work.

Assumptions:

- CIPP design, figure generation, scoping, and specifications for additional areas within the City can be included as an additional service on an hourly basis, at the request of the Client.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Other
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Letter of Intent for Multi-Jurisdictional Hazard Mitigation Plan
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully requests approval for the mayor to sign a letter of intent for the support of a grant Bartow County has applied for. This grant will fund the cost of updating the county’s Multi-Jurisdictional Hazard Mitigation Plan. The support of this grant allows the City to be eligible for future Federal money for mitigation related projects. There is a local match requirement which can be met in part by participation of our staff in the plan update process. This letter also states the adoption of the final plan will be required for the City to remain eligible for mitigation funding.
LEGAL:	N/A



City of Cartersville

F I R E D E P A R T M E N T

May 5, 2024

Marcus Warren
Emergency Management Director
Bartow County Emergency Management Agency
5433 Covenant Dr NE
Cartersville, Georgia 30121

Dear Mr. Marcus Warren:

It is our understanding that Bartow County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county’s Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to the Bartow County, but to the City of Cartersville as well, in order to be eligible to future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the county in this process, providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the City of Cartersville to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact Fire Chief Scott Carter at 770-387-5635.

Sincerely,

Matt Santini
Mayor



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 16, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	Self-Contained Breathing Apparatus Repair
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Our Firefighters wear self-contained breathing apparatus (SCBA) to protect their respiratory system during operation that have toxic environments. Annually all SCBA's must be calibrated, and flow test certified per NFPA Standards. During this time repairs and preventive maintenance is also performed. These repairs and certifications are conducted by Municipal Equipment Services. This is a budgeted project. We respectfully request approval of \$11,426.21 to MES as our single source provider for this service and repair.</p>
LEGAL:	NA

