



CARTERSVILLE
CITY COUNCIL MEETING
Council Chambers, Third Floor of City Hall
Tuesday, July 02, 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. June 20, 2024

APPOINTMENTS

2. Appointment of Fire Chief

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

3. AZ24-03: 1440 Hwy 113

4. AZ24-04: Walnut Grove Rd at Cummings Road.

BID AWARD/PURCHASES

5. City View – Annual Software Maintenance

6. Electric Department Office furniture

SECOND READING OF ORDINANCES

7. Amendment to Utilities Ordinance Regarding Electric Rates

CONTRACTS/AGREEMENTS

8. Architectural Services Agreement for Depot Restroom Addition and Renovation

9. Futura GIS Software License and Support Agreement

10. Tree Trimming Services Contract

11. Structural Analysis for 19 N. Erwin Street Building

12. Water Department Cleaning Services Agreement

SURPLUS EQUIPMENT

13. Surplus and Sale of Fire trucks

BID AWARD/PURCHASES

14. Appliance Package for Station 5

15. Equipment Trailer Purchase

16. Contractor Labor for Tapping and Stopping

17. 12-Inch Main Relocation

18. Yard Waste Garbage Cart Purchase

19. GDOT PI No. 0016628, Grassdale Rd Improvements

ENGINEERING SERVICES

20. Lee Street and Etowah Drive Stormwater Engineering Services

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:	July 2, 2024
SUBCATEGORY:	Council Minute Approval
DEPARTMENT NAME:	City Clerk
AGENDA ITEM TITLE:	June 20, 2024
DEPARTMENT SUMMARY RECOMMENDATION:	The minutes for the June 20, 2024, City Council Meeting have been uploaded for your review and approval.
LEGAL:	N/A

City Council Meeting
City Hall – Council Chambers
June 20, 2024
6:00 P.M. – Work Session / 7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened the Work Session at 6:01 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Stepp made a motion to enter closed session for the purposes of Property Acquisitions and Attorney/Client Privilege. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Mayor Santini closed Work Session at 6:52 P.M.

OPENING MEETING

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

Invocation by Council Member Cooley.

Pledge of Allegiance led by Mayor Santini.

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

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. June 11, 2024, Council Meeting Minutes

Council Member Fox made a motion to approve the minutes from the June 11, 2024, Council Meetings. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

FIRST READING OF ORDINANCES

2. Amendment to Utilities Ordinance Regarding Electric Rates

Freddy Morgan, Assistant City Manager, stated the proposed budget includes increases to electric rates. The Electric Department is proposing a rate increase based on the rate study provided by Electric Cities of Georgia and analysis of costs by staff due to general operations of the electric department increasing and increased costs of power generation. The proposed changes include an increase in the base rate of all rate classes. These changes are recommended for your approval.

This was a first reading and will be voted on at the next City Council Meeting scheduled for July 2, 2024.

PUBLIC HEARING – 1st READING OF ZONING/ANNEXATION REQUESTS

3. AZ24-03: 1440 Hwy 113

Randy Mannino, Planning and Development Director, stated the applicant requests annexation of two (2) tracts identified as Tax Parcel 0055-0873-005 containing 0.42 +/- acres and Tax Parcel 0055-0873-006 containing 0.48 +/- acres. These parcels are in Land Lot 873 of the 4th District, 3rd Section, and are zoned A-1, Agricultural. The proposed zoning is H-I, Heavy Industrial.

Staff members are not opposed to the annexation or zoning. Planning Commission recommended approval.

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

Karl Lutjens, 114 Old Mill Rd., came forward to represent the application and to give an overview.

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 stated that comments made for the zoning portion would be carried over and reflected for the annexation portion of the application.

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

Mayor Santini stated that this was a first reading and would be voted on at the next meeting scheduled for July 2, 2024.

4. AZ24-04: Walnut Grove Rd. at Cummings Rd.

Mr. Mannino stated the applicant requests the de-annexation of a portion of the property on Walnut Grove Road at Cummings Road identified as Tax Parcel C074-0002-001 containing a total of 1.00 +/- acres. The subdivided tract to be de-annexed contains 0.29 acres +/- . This parcel is zoned P-I, Public Institutional.

If approved, the de-annexed tract will be combined with the larger development tract, Parcel ID 0073-0735-001.

Staff members are not opposed to the de-annexation. Planning Commission recommended approval.

Mayor Santini opened the public hearing.

Mr. Lutjens came forward to represent the application and to give an overview.

With no further comments, the public hearing was closed.

This was a first reading and will be voted on at the next City Council Meeting scheduled for June 20, 2024.

SECOND READING OF ORDINANCES

5. Sec. 4-112 Cameras for Malt Beverage Package Outlets Revision

Keith Lovell, City Attorney, stated this ordinance revision is to reflect a recent change in state law.

Council Member Fox made a motion to approve Sec. 4-112 Cameras for Malt Beverage Outlets Ordinance Revision. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Ordinance: 26-24

6. Fiscal Year 2024-25 Budget

Tom Rhinehart, Finance Director, stated the fiscal year 2024-25 budget ordinance was a part of the Council Meeting packet. The proposed budget is balanced and increased by \$57,194,680 over the fiscal year 2023-24 budget. The increase equates to a 26.33% increase. The proposed budget includes salary adjustments, no increase in the city’s property tax millage rate, an increase in health insurance premiums for both the city and the employees, and a small increase in the water and sewer rates.

Budget comparison by type for the FY 2025 proposed budget compared to the FY 2024 budget include: personnel expenses increase by \$4,827,265; operating expenses increased by \$4,325,025; purchase of commodities decreased by \$8,008,265; debt service expenses decreased by \$85,015; capital expenses increased \$50,921,185, and transfers to the general fund increased \$5,214,485. Approval was recommended of the proposed FY 2024-25 budget as presented.

Council Member Fox made a motion to approve the Fiscal Year 2024-25 Budget. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Ordinance: 27-24

7. FY 2024-25 Water and Sewer Rate Ordinance

Mr. Rhinehart stated the proposed fiscal year 2024-25 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. The increase is as follows: a 5% increase in the residential water and sewer rates for both inside and outside the city limits customers.

The 5% increase will allow the water department to continue the maintenance of the existing water and sewer systems as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equate to \$0.15 per one thousand gallons used for city residents. The total estimated increase for a residential water and sewer customer is \$1.27 per month for seven thousand gallons consumed.

With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. Approval was recommended of the proposed water and sewer rate increases to begin July 1, 2024.

Council Member Fox made a motion to approve FY2024-25 Water and Sewer Rate Ordinance. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Ordinance: 28-24

MONTHLY FINANCIAL REPORT

8. April 2024 Financial Report

Mr. Rhinehart reviewed the April 2024 Financial Report and compared the numbers to April 2023.

CONTRACTS/AGREEMENTS

9. 2024 Contracts for Performing Services

Mr. Rhinehart stated this item includes the Contracts for Performing Services for those agencies that are awarded funds each year as part of the annual budget. The agencies and amounts for this year are:

- Cartersville-Bartow Library/ \$469,500.00
- Cultural Arts Alliance/ \$41,000.00
- Juvenile Court/ \$15,000.00
- Bartow Health Access/ \$2,000.00
- Good Neighbor Homeless Shelter/ \$15,000.00
- Eddie Lee Wilkins Youth Association/ \$18,000.00
- Bartow-Cartersville Joint Development Authority/\$250,000.00
- Downtown Development Authority/ \$ 220,000.00
- Recovery Bartow/ \$10,000.00

All these contracts are budgeted in FY2024.

Council Member Cordell made a motion to approve the 2024 Contracts for Performing Services. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

Council Member Roth made a motion to add four (4) items to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

10. CVB (LakePoint Marketing)

Dan Porta, City Manager, stated this contract with the Cartersville-Bartow County Tourism Council provides marketing at Lakepoint’s Baseball Village Kiosk. The City will use TPB funds to pay for our part of this marketing campaign, which is \$18,125.00.

Council Member Cordell made a motion to approve the CVB (LakePoint Marketing). Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

11. Bonding Authorization with Bartow County SPLOST Renewal (LOI/G-17 Disclosure Letter)

Mr. Porta stated as part of the 2026 SPLOST, we are including the option to issue debt to fund capital projects approved in the SPLOST, so we can start on them as the sales tax is collected. We have this option in the 2020 SPLOST but have not used it. For our Financial Advisor to provide us with a debt schedule, approval is needed for the Disclosure Letter.

Council Member Cordell made a motion to approve the Bonding Authorization with Bartow County SPLOST Renewal (LOI/G-17 Disclosure Letter). Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

12. Rotary Club of Etowah for July 4, 2024, Celebration

Mr. Porta stated this is a contract between the City of Cartersville and the Rotary Club of Etowah for the July 4th celebration at Dellinger Park. Additionally, JRM Management Services, Inc. has contracted with the Rotary Club of Etowah to coordinate this event and the contract is attached and recommended for your approval.

Council Member Cordell made a motion to approve the Rotary Club of Etowah for July 4, 2024, Celebration. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

13. Commercial Solid Waste Truck Lease

Wade Wilson, Public Works Director, stated the Solid Waste Division of Public Works has recently had mechanical issues with both of our commercial front-loading garbage trucks and our backup truck. This week, we did get one of these vehicles back in service. However, to continue serving our commercial customers effectively and to be able to repair our other two vehicles, the Solid Waste Division is proposing the lease of a front leading garbage truck from Premier Sales and Rental, Inc from Cleveland, Ohio for an estimated amount of \$13,200.00. This amount includes the lease of the truck, deposit, and delivery. This vehicle is available to be leased immediately.

This is a non-budgeted item that will be paid from FY 24 Equipment Lease line item (540-3200-52-2410). Public Works recommended approval to lease this vehicle for 30 days for \$13,200.00.

Council Member Cordell made a motion to approve the Commercial Solid Waste Truck Lease. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

BID AWARD/PURCHASES

14. Commercial Solid Waste Truck Repairs

Mr. Wilson stated the Solid Waste Division of Public Works has recently had mechanical issues with all three of our commercial front-loading garbage trucks. Two of these need approval for repairs.

The first truck is a 2017 Mack (Truck #6245) front-loading commercial garbage truck that has extensive rear axle damage/wear. The repair will be completed by the City of Cartersville Garage at a cost of \$19,000.00.

The second truck is a 2020 Mack (Truck #6260) front-loading commercial garbage truck that needs an internal cylinder replacement for its packer. This proposed repair will be completed by Wastebuilt from Lithia Springs, GA for an estimated cost of \$8,200.00.

Both repairs are needed to make our commercial fleet complete. These repairs will be paid for from the Solid Waste Division Maintenance-Vehicle and Equipment line item (540-3200-52-2360). Public Works recommended approval of these needed repairs.

Council Member Cordell made a motion to approve the Commercial Solid Waste Truck Repairs. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

15. Vector Solutions Renewal

Scott Carter, Fire Chief, requested approval of the annual renewal with Vector Solutions. This cloud-based software provides all our record management software for training, supplies, and equipment. The total price for this renewal is \$12,405.83. This is a budgeted item for FY 24-25.

Council Member Cordell made a motion to approve the Vector Solutions Renewal. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

16. Water Meter Purchase

Michael DeLeon, Water System Engineer, stated the Water Department needs one pallet of 192 – ¾ inch water meters for stock. This order includes those meters and the necessary Sensus smart points for single and dual meter settings. Kendall Supply, Inc., the sole source supplier for this equipment, quoted a price of \$62,034.00. This is a budgeted expense and was recommended for approval.

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

17. Flow Meter Console Replacement

Mr. DeLeon stated the Water Treatment Plant uses acoustic transit time flow meters to accurately measure flow pumped into the City’s water distribution system by the high service pumps. The original Accusonic console for high service pump station #1, installed in 2007 has failed and needs replacement.

The sole source provider of this equipment, Accusonic, has provided a quote for a new, updated replacement console at a cost of \$42,178.00. This cost includes material, installation, commissioning, and a one-year parts and labor warranty.

This is the same type of unit as that on the #2 pump station, which was replaced in April 2024. This is a budgeted maintenance item and was recommended for approval.

Council Member Cordell made a motion to approve the Flow Meter Console Replacement. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

ENGINEERING SERVICES

18. Pioneer Trail Engineering Services

Mr. DeLeon stated the Pioneer Trail subdivision is currently served by approximately 8,160 linear feet of small, galvanized water mains that have reached the end of useful life.

Goodwin Mills Cawood (GMC) Engineers has submitted a proposal for design, bidding, and construction phase engineering at a price of \$128,300.00. This price is acceptable to the Water Department and was recommended for approval.

This project expense is included in the FY 2024-2025 budget.

Council Member Cordell made a motion to approve the Pioneer Trail Engineering Services. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

19. Cherokee Circle Water Line Engineering

Mr. DeLeon stated the Water Department has completed the preliminary design of the replacement of approximately 1,900 linear feet of galvanized water main on Cherokee Circle and Indian Trail. It has become apparent that a professional engineering consultant to complete the detailed design and construction management portion of the project is necessary.

Sweitzer Engineering was requested to provide a Task Order pricing to complete the design, bid phase, and construction management of the project. They have submitted a price of \$91,000.00, which is acceptable to the Water Department, and recommended for approval.

This project expense is budgeted in the FY2024-2025 budget.

Council Member Roth stated that he appreciated the work going on in the Cherokee Circle area.

Council Member Roth made a motion to approve the Cherokee Circle Water Line Engineering. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

EASEMENTS

20. Easement for SK Battery America’s Service Line

Mr. Lovell stated this easement is required for the construction of SK Battery America’s natural gas service line and its acquisition requires four special stipulations on behalf of the property owner, as noted in the easement document. Approval of this amended easement is recommended.

Council Member Cordell made a motion to approve the Easement for SK Battery America’s Service Line. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

ADDED ITEMS

21. Agreement for Easement Acquisitions

Mr. Lovell stated the water line easement located at 711 Martin Luther King Dr. is owned by the Maxwell Estate. The city has offered \$1,769.00 for the water line easement. The Maxwell Estate has agreed to fully cooperate with the city and contractors when the work for the water line is scheduled. Approval of this agreement was recommended.

Council Member Cordell made a motion to approve the Agreement for Easement Acquisitions. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

22. Certificate Dedication of Water Facility – Massell Dr. Apartments

Mr. Lovell stated this was a certificate of dedication for Massell Dr. Apartments. Approval was recommended.

Council Member Cordell made a motion to approve the Dedication of Water Facility – Massell Dr. Apartments. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

23. Resolution

Mr. Lovell stated on August 18, 2022, the City of Cartersville denied the Ante Litem Notice dated July 26, 2022, from the Evans Law Firm, concerning alleged claims against the City relating to an incident(s) which occurred during the month of February 2022, to the properties owned by Jack House, Myrtle Shook, and Donovan and Tracy Shook. Continuing, he stated that on June 11, 2024, the City of Cartersville received a Cover Letter dated June 11, 2024, and a copy of the Demand for Settlement dated May 23, 2024, from the Evans Law Firm directed to the Cartersville City School District.

Mr. Lovell recommended the denial of the Ante-Litem Notice.

Council Member Cordell made a motion to approve the Resolution denying the Ante-litem notice from Evans Law Firm. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Resolution 23-24

24. City of Cartersville 23-24 Insurance Renewal Quote/USIS

Mr. Porta stated this is the renewal with USIS, Inc.

Council Member Cordell made a motion to approve the 23-24 Insurance Renewal Quote with USIS. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

Mayor Santini stated that the next scheduled meeting would be held on Tuesday, July 2, 2024. The work session would begin at 6:00PM and the regular session would begin at 7:00PM.

ADJOURNMENT

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

Meeting Adjourned at 7:35 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Appointment of Fire Chief
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Scott Carter, our current Fire Chief, is retiring at the end of this month from the City of Cartersville after twenty years of service.</p> <p>I would like to appoint Hagen Champion as the new Cartersville Fire Chief effective August 1, 2024.</p>
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	2 nd Reading of Zoning/Annexations
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ24-03: 1440 Hwy 113
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests annexation of two (2) tracts identified as Tax Parcel 0055-0873-005 containing 0.42 +/- acres and Tax Parcel 0055-0873-006 containing 0.48 +/- acres. These parcels are in Land Lot 873 of the 4th District, 3rd Section and are zoned A-1, Agricultural. The proposed zoning is H-I, Heavy Industrial.</p> <p>Staff Recommendation: Staff is not opposed to the annexation or zoning.</p> <p>Planning Commission recommended approval.</p>
LEGAL:	N/A

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ24-03

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Cercasbest North America LLC
Representative: Karl Lutjens, PE. Southland Engineering
Location: 1440 Hwy 113. (Tax IDs No. 0055-0873-005 and 0055-0873-006)
Total Acreage: 0.42 & 0.48 acres. (Total= 0.90 acres)

LAND USE INFORMATION

Current Zoning: County A-1 (Agriculture)
Proposed Zoning: H-I (Heavy Industrial)
Proposed Use: To Be Determined
Current Zoning of Adjacent Property:

North: H-I and County A-1 (Agriculture)
South: County A-1 (Agriculture)
East: County A-1 (Agriculture)
West: H-I

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 873
Ward: 2 **Council Member:** Jayce Stepp

The Future Development Map designates adjacent properties as: Workplace Center

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

ANALYSIS

City Departments Reviews

Electric: Not in Service Area

Fibercom: Takes no exception.

Fire: No comments received.

Gas: Takes no exception.

Planning and Development: Takes no exception.

Public Works: Takes no exception.

Cartersville Water and Sewer: Not in Service Area

Cartersville School District: Takes no exception.

Bartow County: Takes no exception.

Bartow County School District: No comments received.

Public comments: None received as of 6-3-24.

REQUEST SUMMARY:

Applicant requests the annexation and zoning of two (2) tracts totaling 0.90 acres (+/-) located at 1440 Hwy 113 and identified as Tax Parcels 0055-0873-005 and 0055-0873-006. The properties are owned by Cercasbest North America LLC and the are currently undeveloped.

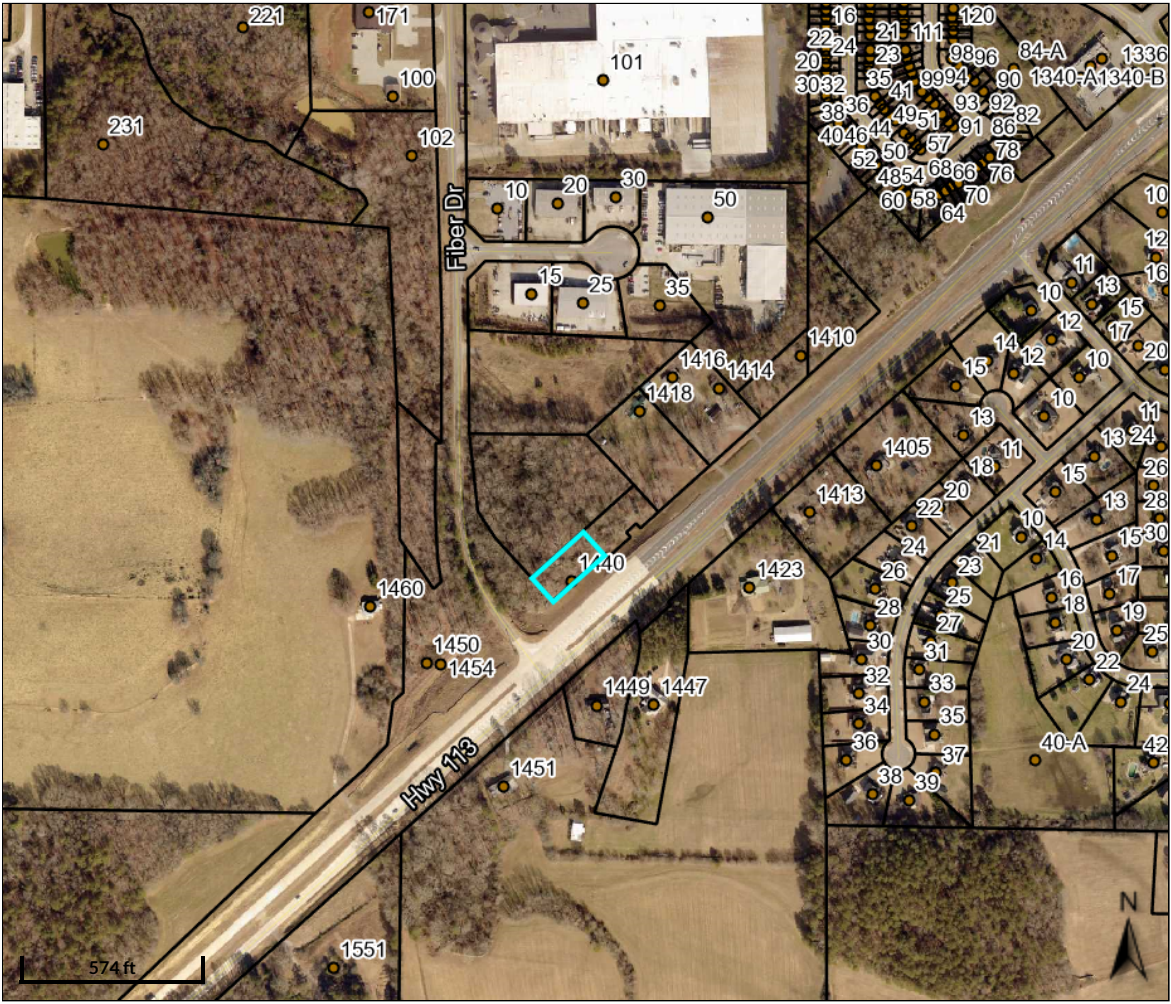
H-I, Heavy Industrial, zoning is requested for the tracts to match the existing 3.5 acre H-I tract to the north. The 3.5 acre tract is owned by the same owner. The existing zoning is County A-1 (Agriculture).

If the zoning is approved, the owner intends to combine all three tracts together to form a 4.4 acre +/- tract for future development. Currently, no projects are proposed.

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 (Industrial) 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. No changes in land use are currently proposed.
- 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 properties likely do not have a reasonable economic use as access to the properties is limited and the distance to Hwy 113 is not ideal for residential development.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools. No changes in land use are proposed.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The proposed zoning would conform to the city's land use plan for the area. (Industrial)
- 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 is not opposed to the annexation or Heavy Industrial (H-I) zoning.

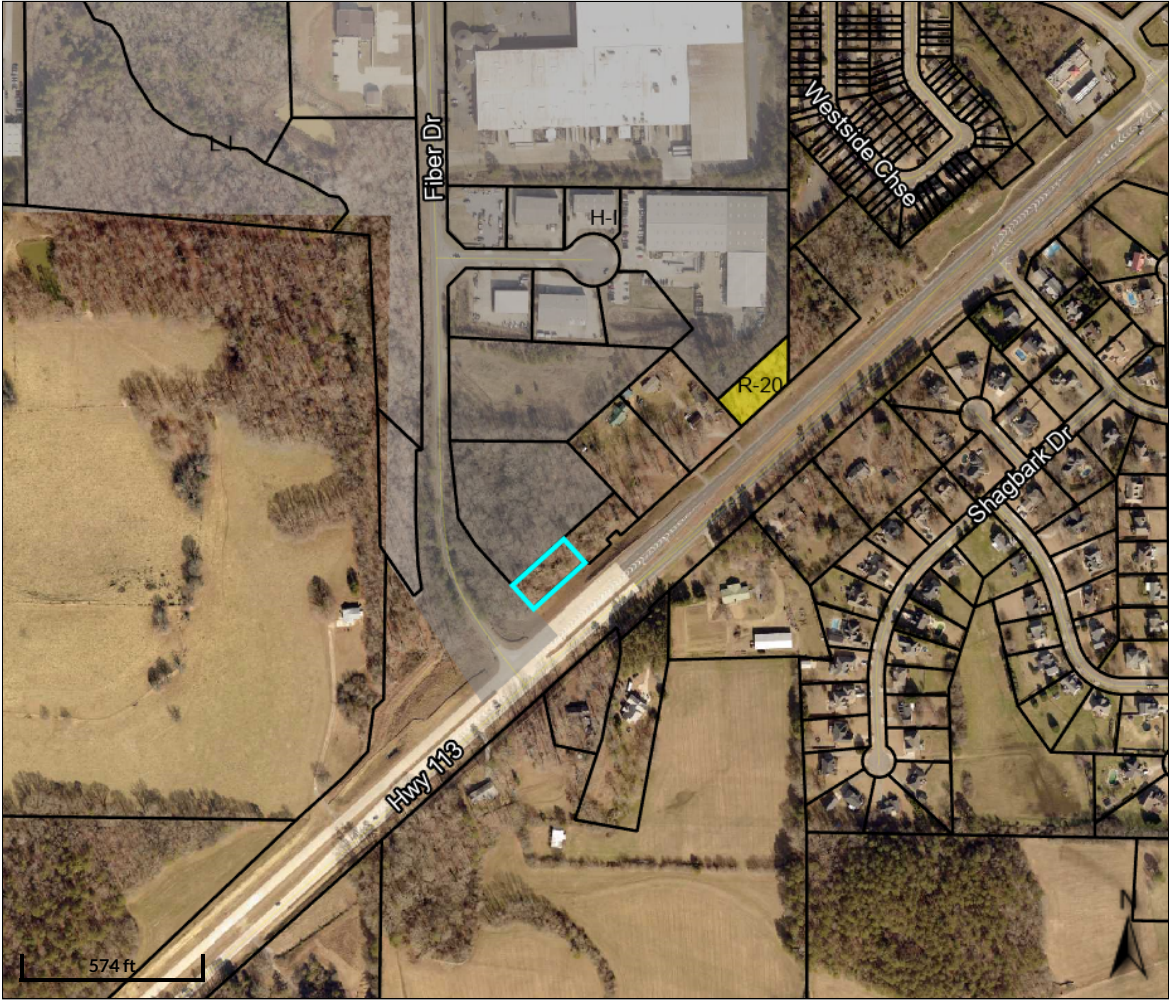


- Legend**
- Parcels
 - Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
 - Roads

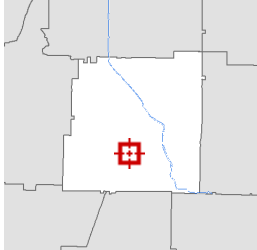
Parcel ID	0055-0873-005	Alternate ID	10273	Owner Address	CERCASBEST NORTH AMERICA LLC
Sec/Twp/Rng	n/a	Class	Residential		180 A LINDBERGH DR NE
Property Address	1440 HWY 113	Acreege	0.42		ATLANTA, GA 30305
District	Bartow County				
Brief Tax Description	LL 873 LD 4 TRACT 2				
	(Note: Not to be used on legal documents)				

Date created: 5/2/2024
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Overview



Legend

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

Parcel ID 0055-0873-005
 Sec/Twp/Rng n/a
 Property Address 1440 HWY 113

Alternate ID 10273
 Class Residential
 Acreage 0.42

Owner Address CERCASBEST NORTH AMERICA LLC
 180 A LINDBERGH DR NE
 ATLANTA, GA 30305

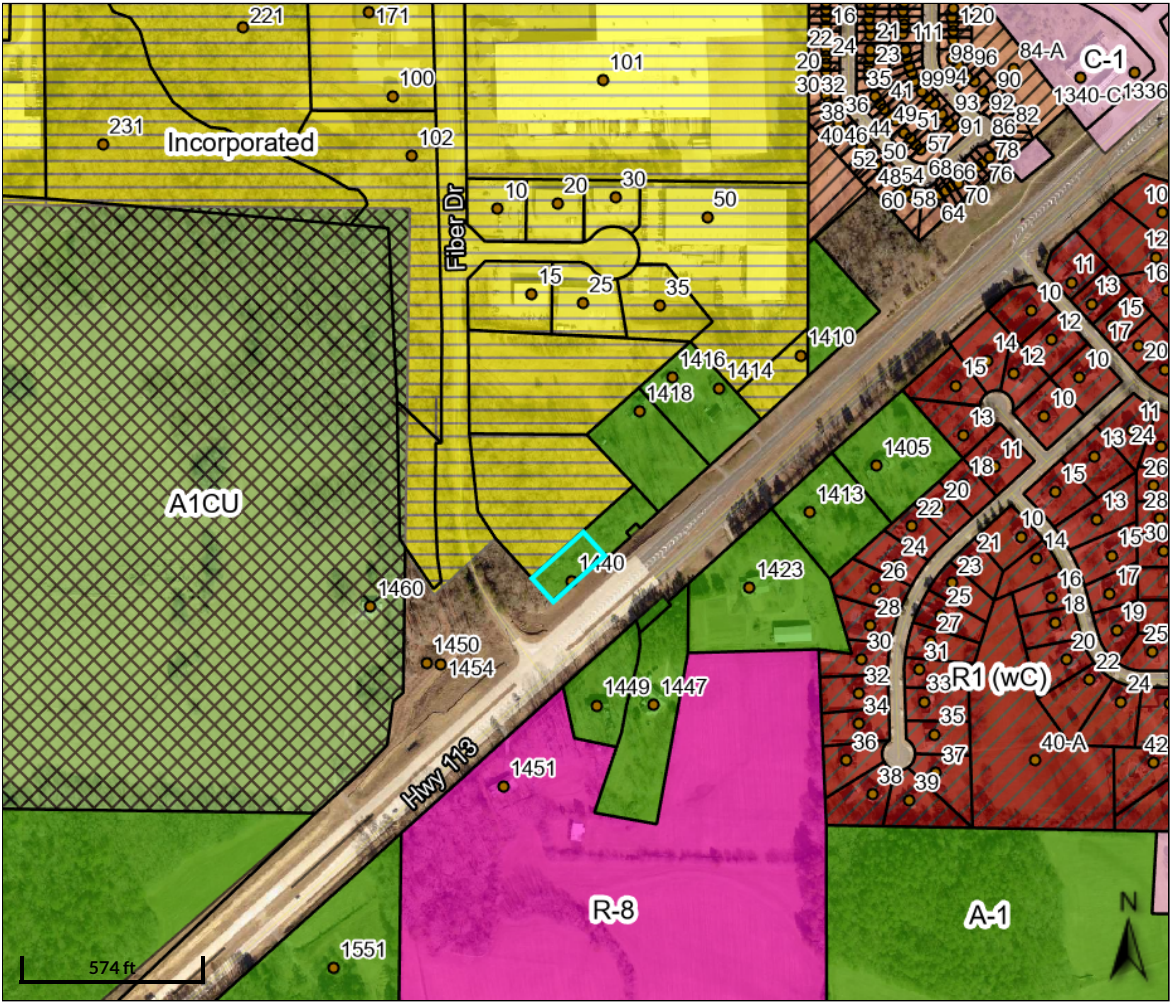
District
Brief Tax Description

Bartow County
LL 873 LD 4 TRACT 2
(Note: Not to be used on legal documents)

Meeting: July 2, 2024 Item3.

Date created: 6/4/2024
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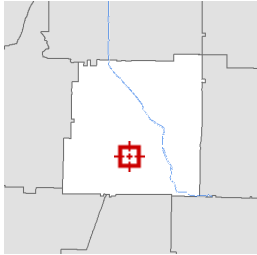
Developed by  **Schneider**
GEOSPATIAL



- Legend**
- Parcels
 - Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
 - Roads
 - Bartow County Zoning**
 - A-1
 - A1 (wC)
 - A1CU
 - BPD
 - BPD (wC)
 - C-1
 - C1 (wC)
 - C1CU
 - CN
 - CN (wC)
 - CNCU
 - I-1
 - I-2
 - I1 (wC)
 - I1CU
 - I2 (wC)
 - I2CU
 - Incorporated
 - M-1
 - M1 (wC)
 - M1CU
 - O/I
 - O1 (wC)
 - O1CU
 - PUD
 - PUD (wC)
 - PUDCU
 - R-1
 - R-2



Overview



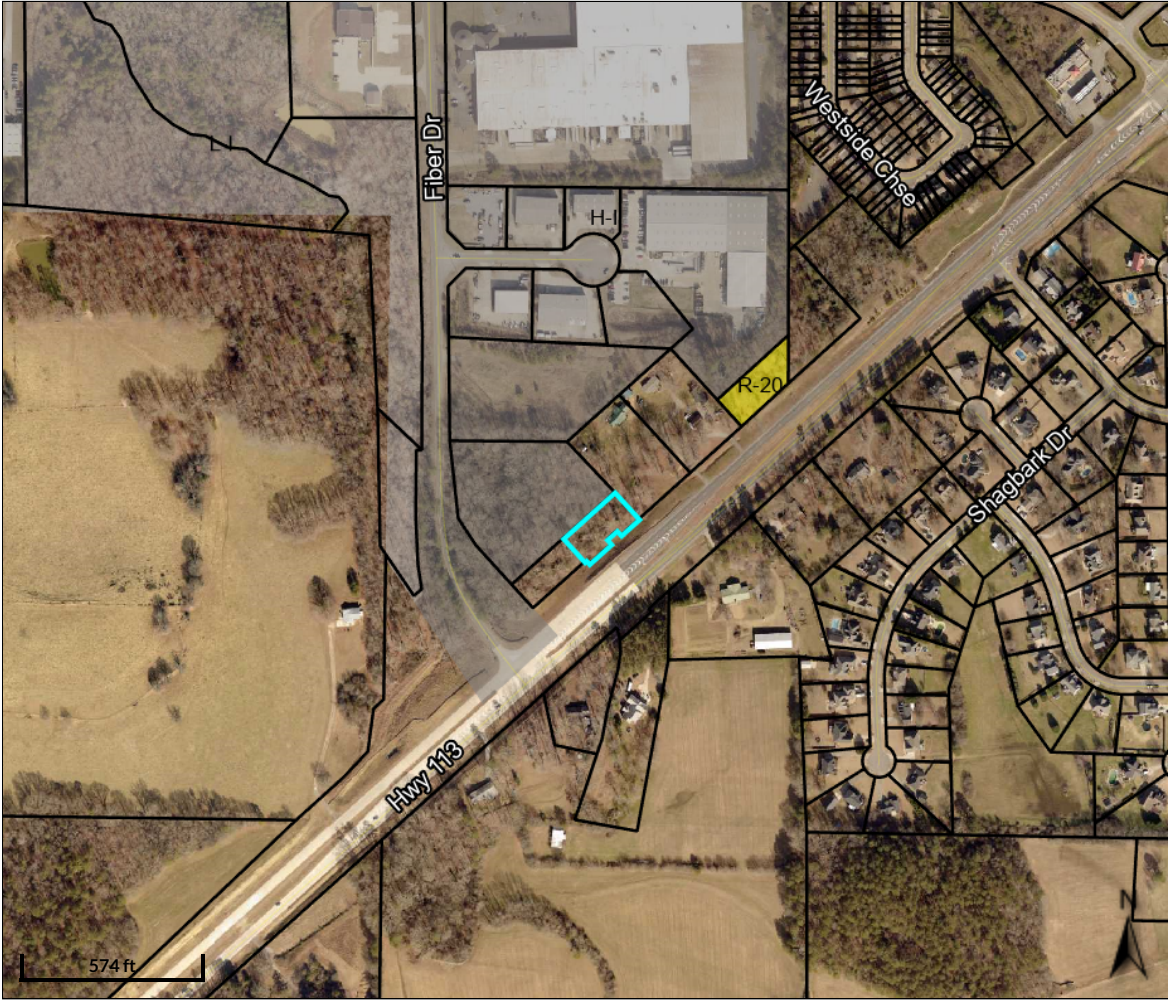
Legend

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

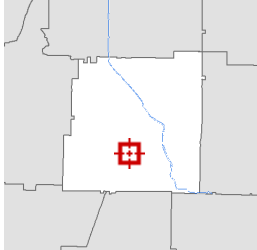
Parcel ID	0055-0873-006	Alternate ID	10274	Owner Address	CERCASBEST NORTH AMERICA LLC
Sec/Twp/Rng	n/a	Class	Residential		180 A LINDBERGH DR NE
Property Address	1440 HWY 113	Acreage	0.48		ATLANTA, GA 30305
District	Bartow County				
Brief Tax Description	LL873 LD4 TRACT 1				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 5/23/2024
 Last Data Uploaded: 5/22/2024 10:39:17 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 0055-0873-006
 Sec/Twp/Rng n/a
 Property Address 1440 HWY 113

Alternate ID 10274
 Class Residential
 Acreage 0.48

Owner Address CERCASBEST NORTH AMERICA LLC
 180 A LINDBERGH DR NE
 ATLANTA, GA 30305

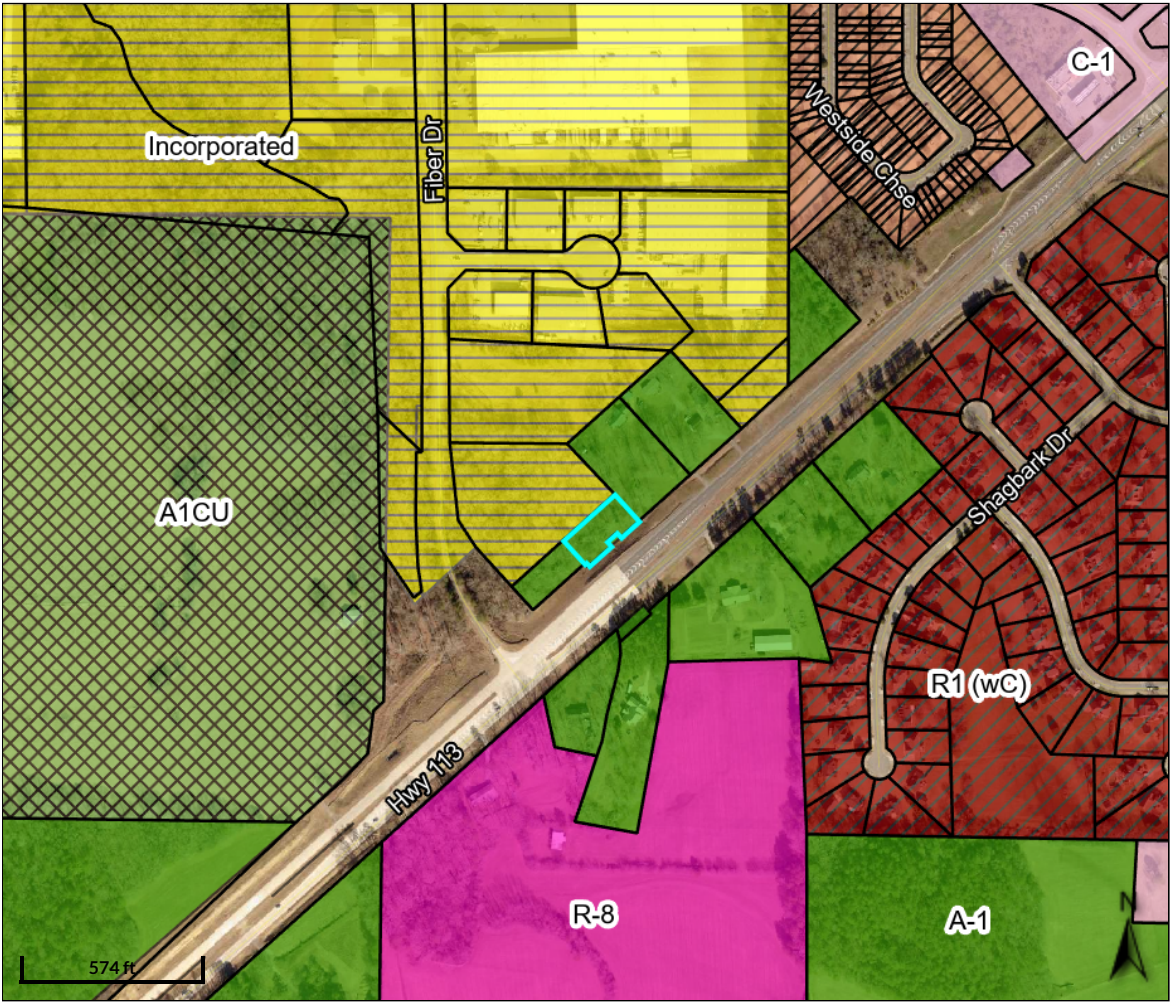
District
Brief Tax Description

Bartow County
LL873 LD4 TRACT 1
(Note: Not to be used on legal documents)

Meeting: July 2, 2024 Item3.

Date created: 6/4/2024
Last Data Uploaded: 6/3/2024 10:25:18 PM

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GEOSPATIAL



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

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

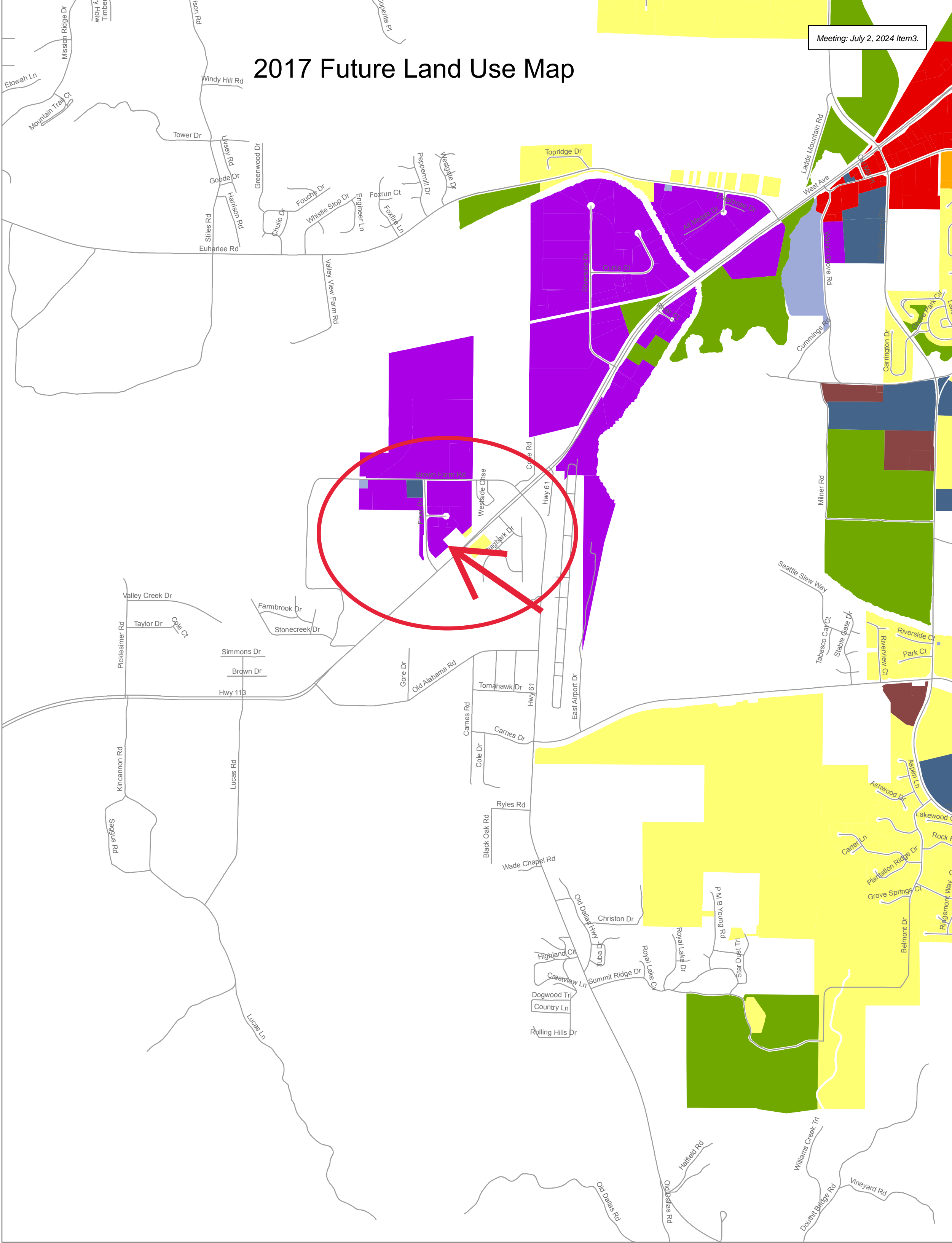
Parcel ID 0055-0873-006 **Alternate ID** 10274
Sec/Twp/Rng n/a **Class** Residential
Property Address 1440 HWY 113 **Acreage** 0.48
District Bartow County
Brief Tax Description LL873 LD4 TRACT 1
(Note: Not to be used on legal documents)

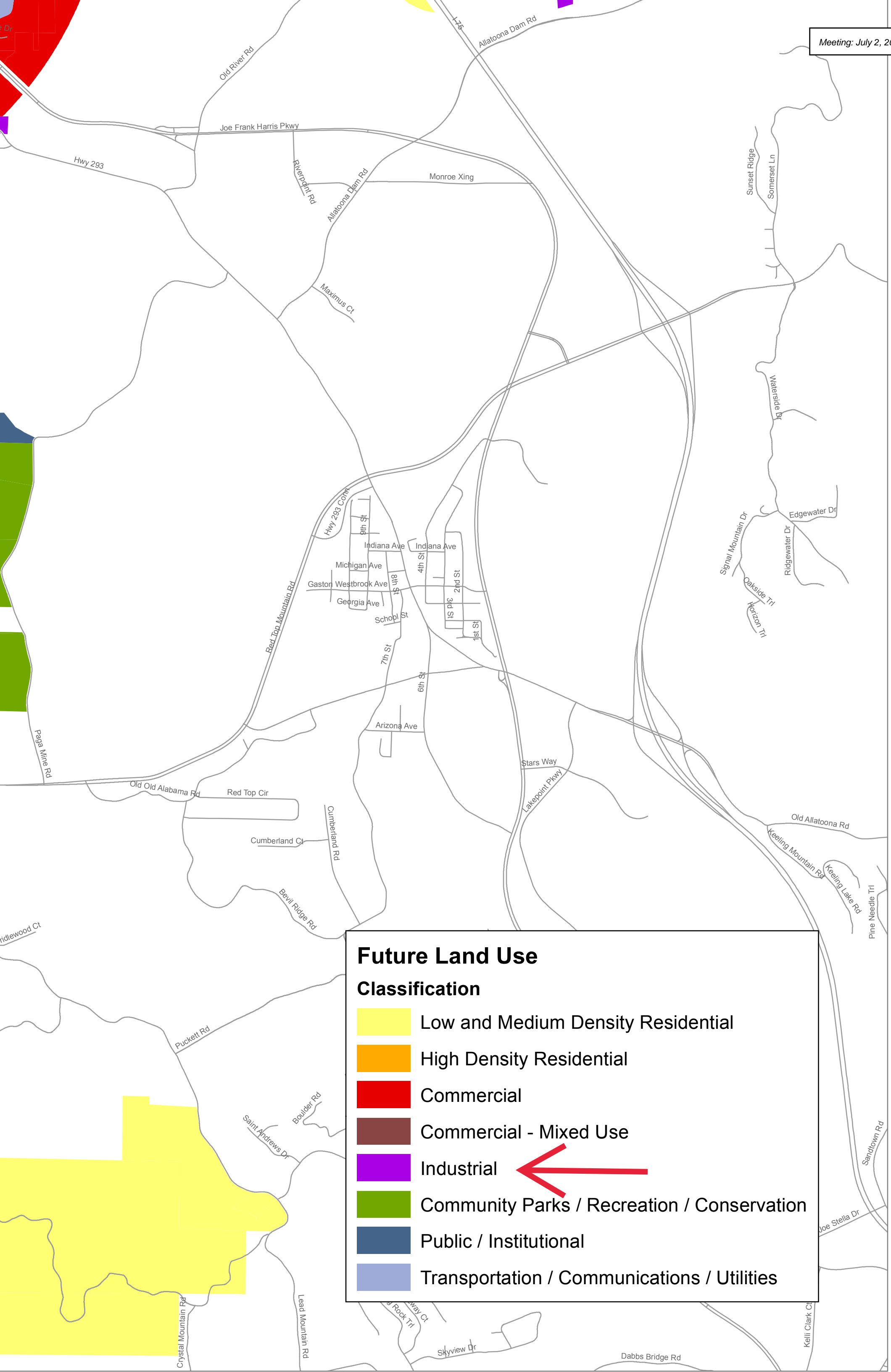
Owner Address CERCASBEST NORTH AMERICA LLC
 180 A LINDBERGH DR NE
 ATLANTA, GA 30305

Date created: 6/4/2024
 Last Data Uploaded: 6/3/2024 10:25:18 PM

Developed by 

2017 Future Land Use Map





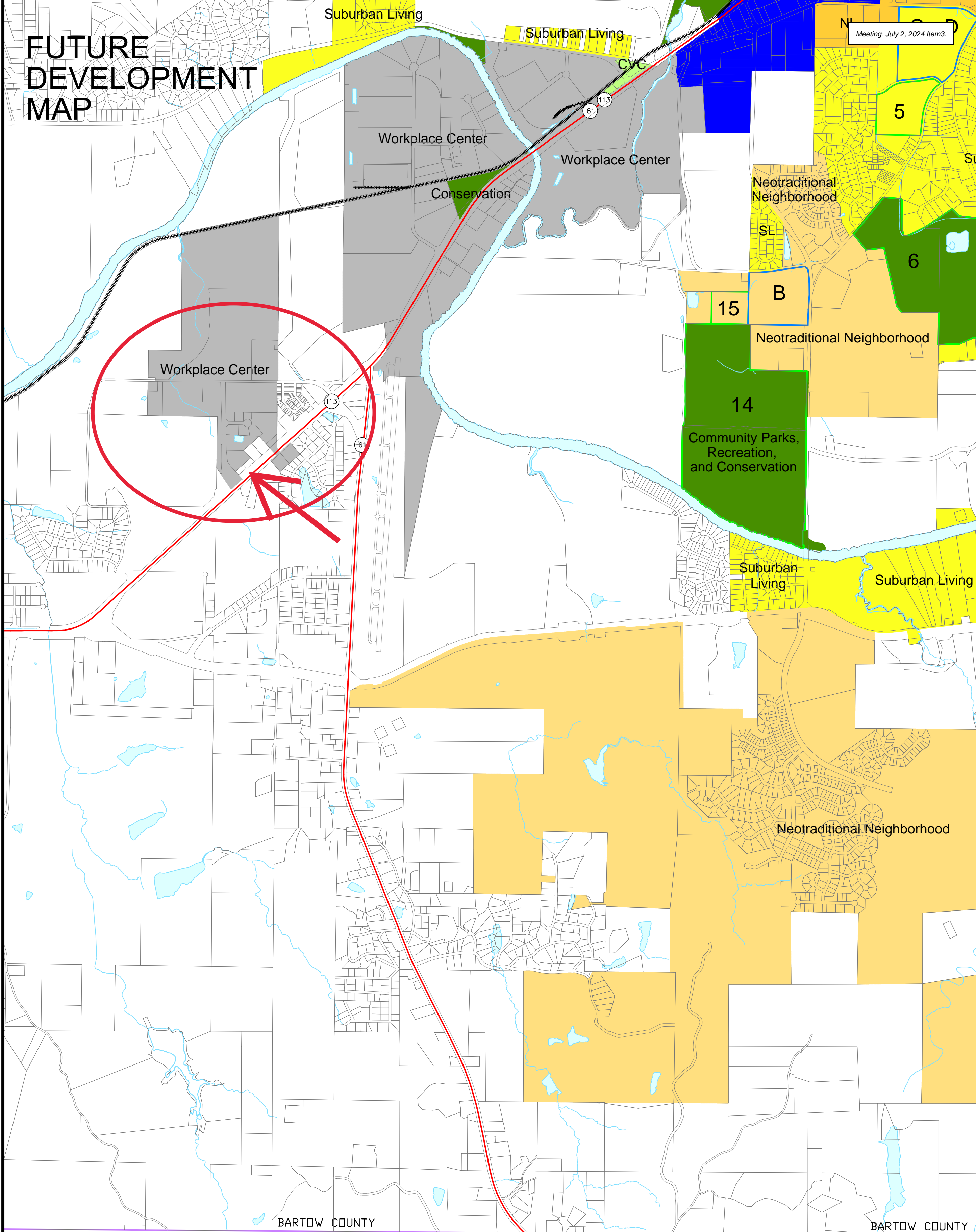
Future Land Use

Classification

- Low and Medium Density Residential
- High Density Residential
- Commercial
- Commercial - Mixed Use
- Industrial ←
- Community Parks / Recreation / Conservation
- Public / Institutional
- Transportation / Communications / Utilities

FUTURE DEVELOPMENT MAP

Meeting: July 2, 2024 Item 3.



BARTOW COUNTY
PAULDING COUNTY

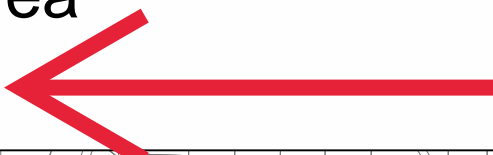
BARTOW COUNTY
PAULDING COUNTY

CARTERSVILLE, GEORGIA

Future Development Map

Character Areas of the Future Development Map

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

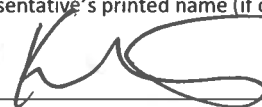
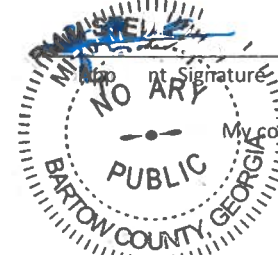



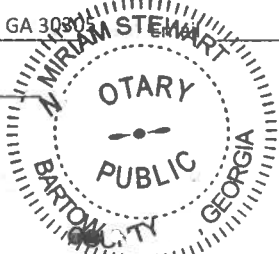
Application for Annexation/ Zoning City of Cartersville

Case Number: AZ24-03
Date Received: 4-23-24

Public Hearing Dates:

Planning Commission 6-11-24 5:30pm 1st City Council 6-20-24 7:00pm 2nd City Council Tues. 7/2/24 7:00pm

Applicant Cercasbest North America LLC Office Phone 901-834-1678
 (printed name)
 Address 180A Lindbergh Drive NE Mobile/ Other Phone _____
 City Atlanta State GA Zip 30305 Email rafisch@gmail.com
 Representative's printed name (if other than applicant) Southland Engineering, INC. Phone (Rep) 770 387 0440
 Email (Rep) karl@southlandengineers.com
 Representative Signature 
 Signed, sealed and delivered in presence of: _____ My commission expires: 10/11/2025
 Notary Public 

* Titleholder Cercasbest North America LLC Phone 901-834-1678
 (titleholder's printed name)
 Address 180A Lindbergh Drive NE Atlanta, GA 30305 Email rafisch@gmail.com
 Signature 
 Signed, sealed, delivered in presence of: _____ My commission expires: 10/11/2025
 Notary Public 

Present Zoning District A-1 Requested Zoning H-I
 Acreage 0.455 & 0.499 Land Lot(s) 873 District(s) 4th Section(s) 3rd
 Location of Property: Fiber Drive Parcel ID No. 005-0873-005 & 005-0873 006
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: Requesting the two parcels be annexed into the City of Cartersville and zoned H-I in order to combine with parcel to the north on fiber drive. See Tracts 2 and 3 on Survey, attached.
 (attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ24-03

Tax Map Parcel(s) # 0055-0873-005 & 0055-0873-006 Voting Ward(s) 2

Current Land Use Commercial/Mixed Use Current Zoning A-1

Proposed Land Use Commercial Proposed Zoning G-C

Number of Dwelling Units N/A Number of Occupants N/A

Owner Occupied? Yes No

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

School(s) to be attended: _____

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

Water: _____ City County _____ Well/ Other

Sewer: _____ City County _____ Septic/ Other

Natural Gas: City _____ Other (List) _____

Electricity: _____ City GA Power _____ Greystone
 _____ Other (List) _____

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

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

Date of Application: 3/22/2024

Date Two Years Prior to Application: 3/22/2022

Date Five Years Prior to Application: 3/22/2019

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

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

N/A



3-19-2024

Signature

Date

Rafi Schwartz

Print Name

LIST OF ADJACENT PROPERTY OWNERS
(Not required if City mails public notices)

The following are all of the individuals, firms, or corporations owning property on the sides, rear, and in front of (across street from) the property sought to be rezoned:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Karl Delano	5114 Greythorne Lane Marietta, GA 30068
2.	McKinnon Development, LLC	990 Cobb Parkway North Suite 201 Marietta, GA 30062
3.	Development Authority of Cartersville C/O Aquafil	1 Aquafil Dr Cartersville, GA 30120
4.	Charles and Patricia Waits	1418 Hwy 113 SW Cartersville, GA 30120
5.	Carl Pinson	1423 Hwy 113 SW Cartersville, GA 30120
6.	Bradley Jones, James & Emily Thompson	1447 Hwy 113 SW Cartersville, GA 30120
7.	Joseph and Steve Owen	1449 Hwy 113 SW Cartersville, GA 30120
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Attach additional names if necessary.

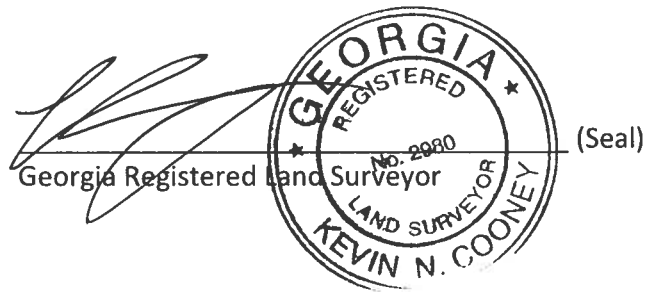
(Indicate property owned by the above persons on plat accompanying this application.)

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.

03/21/2024
Date



ZONING ADMINISTRATOR:

- 1. Case Number: AZ24-03
- 2. Yes No

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

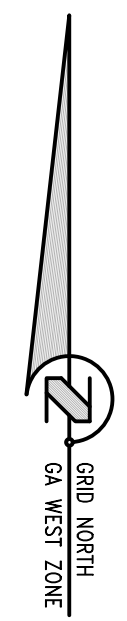
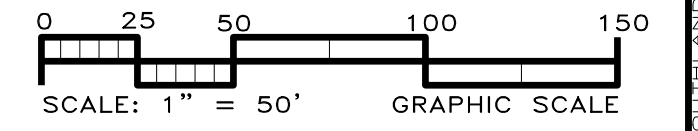
- 3. Survey attached? YES

4-23-24
Date

David Hardegree
Zoning Administrator

BOUNDARY RETRACEMENT SURVEY FOR:
SCHWARTZ FAMILY
LOCATED IN LAND LOT 873
4th DISTRICT, 3rd SECTION
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

DATE: JAN. 25, 2022 REV: JOB NO: 21210
DATE OF FIELDWORK: JAN. 24, 2022
DRAWN BY: FAH CHECKED BY: JPC APPROVED BY: KNC



N/F
DEVELOPMENT AUTHORITY
OF CARTERSVILLE
DB: 2734 PG: 800
TAX PARCEL: C056-0856-003
ZONED: H-1
CITY OF CARTERSVILLE

N/F
CHARLES O. WAITS #
PATRICIA BAKER WAITS
DB: 2728; PG: 506
TAX PARCEL: 0055-0873-008
ZONED: A-1
BARTOW COUNTY

TRACT 1
3.714 ACRES

N/F
CERCABEST NA
DB: 1182; PG: 403
TAX PARCEL: C056-0873-002
ZONED: H-1
CITY OF CARTERSVILLE

TRACT 2
0.499 ACRES

N/F
JAMES DOYAL RUFF
DB: 1839; PG: 349
TAX PARCEL: 0055-0873-006
ZONED: A-1
BARTOW COUNTY

TRACT 3
0.455 ACRES

N/F
J. DOYAL RUFF #
MARY J. RUFF
DB: 1162; PG: 30
TAX PARCEL: 0055-0873-005
ZONED: A-1
BARTOW COUNTY

N/F
CITY OF CARTERSVILLE
DB: 2452; PG: 701
D.O.T. PROJ. NO.
CS5TP-0008-00(382)

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

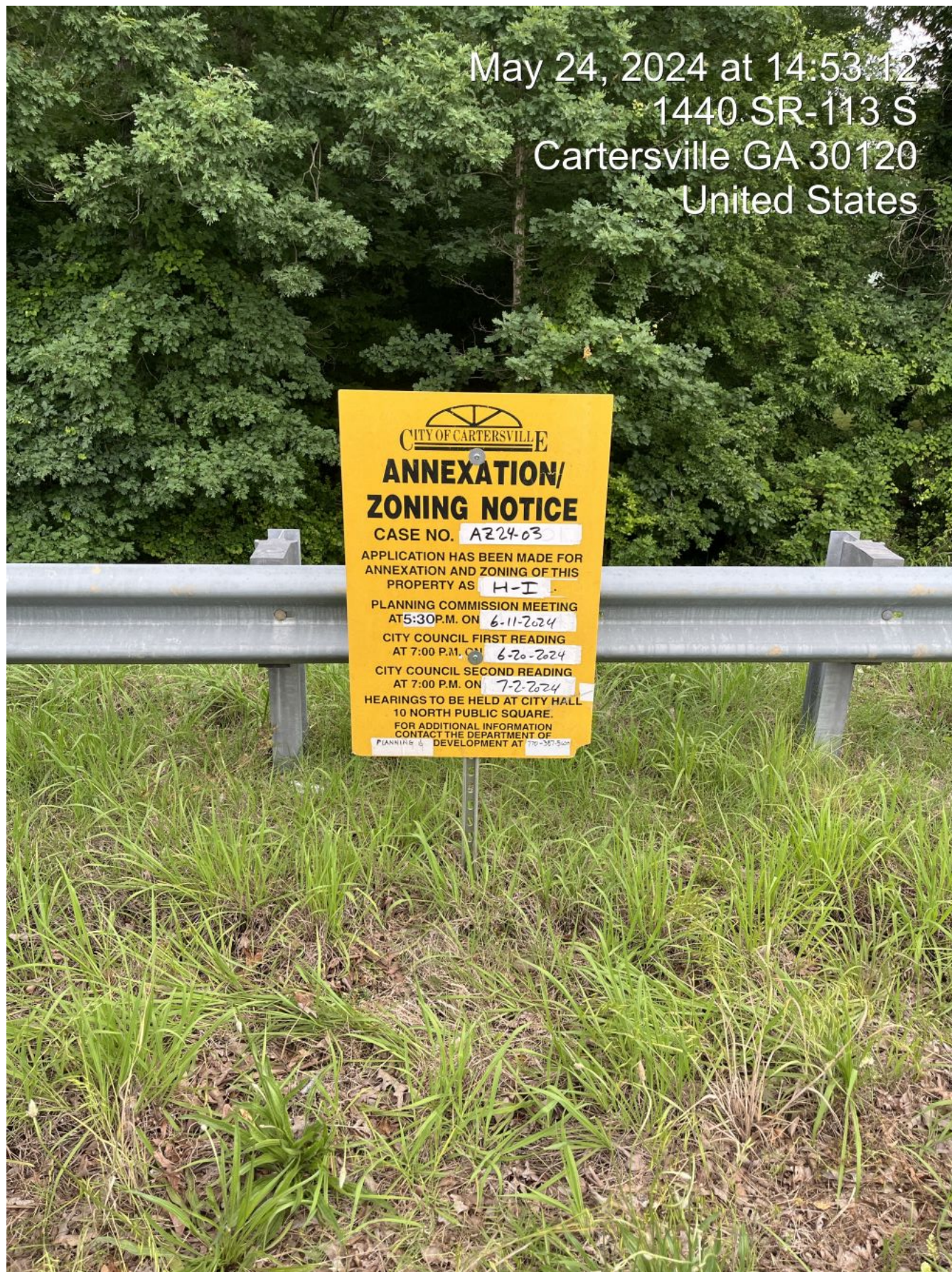
Conformity Statement
THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

General Notes
1. ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
2. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED WAS COLLECTED USING NETWORK ADJUSTED RTK GPS WITH POSITIONAL ACCURACIES OF +/- 0.07' VERTICAL AND +/- 0.07' HORIZONTAL.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 225,013 FEET.
4. EQUIPMENT USED: TOPCON 3005W TOTAL STATION, EGPS 20T BASE AND ROVER, WITH DATA COLLECTOR.
5. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.

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

KEVIN COONEY - GA PLS 2980

May 24, 2024 at 14:53:12
1440 SR-113 S
Cartersville GA 30120
United States



May 24, 2024 at 15:44:20
1440 SR-113 S
Cartersville GA 30120
United States





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	2 nd Reading of Zoning/Annexations
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ24-04: Walnut Grove Rd at Cummings Road.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests the de-annexation of a portion of the property on Walnut Grove Road at Cummings Road identified as Tax Parcel C074-0002-001 containing a total of 1.00 +/- acres. The subdivided tract to be de-annexed contains 0.29 acres +/- . This parcel is zoned P-I, Public Institutional.</p> <p>If approved, the de-annexed tract will be combined with the larger development tract, Parcel ID 0073-0735-001.</p> <p>Staff Recommendation: Staff is not opposed to the de-annexation.</p> <p>Planning Commission recommended approval.</p>
LEGAL:	N/A

ZONING & DE-ANNEXATION SYNOPSIS

Petition Number(s): AZ24-04

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Manor Restorations LLC
Representative: Karl Lutjens, PE. Southland Engineering
Location: Walnut Grove Rd at Cummings Rd. (Tax ID No. C074-0002-001)
Total Acreage: Subdivided tract is 0.29 acres. Parent tract was 1.00 acres.

LAND USE INFORMATION

Current Zoning: P-I (Public Institutional)
Proposed Zoning: N/A
Proposed Use: Residential Development in County
Current Zoning of Adjacent Property:

North: P-I and County A-1 (Agriculture)
South: County PUD wC (Planned Unit Development with Conditions)
East: County A-1
West: County PUD wC

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 735
Ward: 2 **Council Member:** Jayce Stepp

The Future Development Map designates adjacent properties as: N/A

The Future Land Use Map designates adjacent or nearby city properties as: N/A

ANALYSIS

City Departments Reviews

Electric: Takes no exception

Fibercom: Takes no exception.

Fire: No comments received.

Gas: Takes no exception.

Planning and Development: Takes no exception.

Public Works: Takes no exception.

Cartersville Water and Sewer: Takes no exception

Cartersville School District: Takes no exception.

Bartow County: Takes no exception.

Bartow County School District: Takes no exception.

Public comments: None received as of 6-3-24.

REQUEST SUMMARY:

Applicant requests the de-annexation of a portion of the property on Walnut Grove Road at Cummings Road identified as Tax Parcel C074-0002-001 containing a total of 1.00 +/- acres. The subdivided tract to be de-annexed contains 0.29 acres +/- . This parcel is located in Land Lot 735 of the 4th District, 3rd Section and is zoned P-I, Public Institutional.

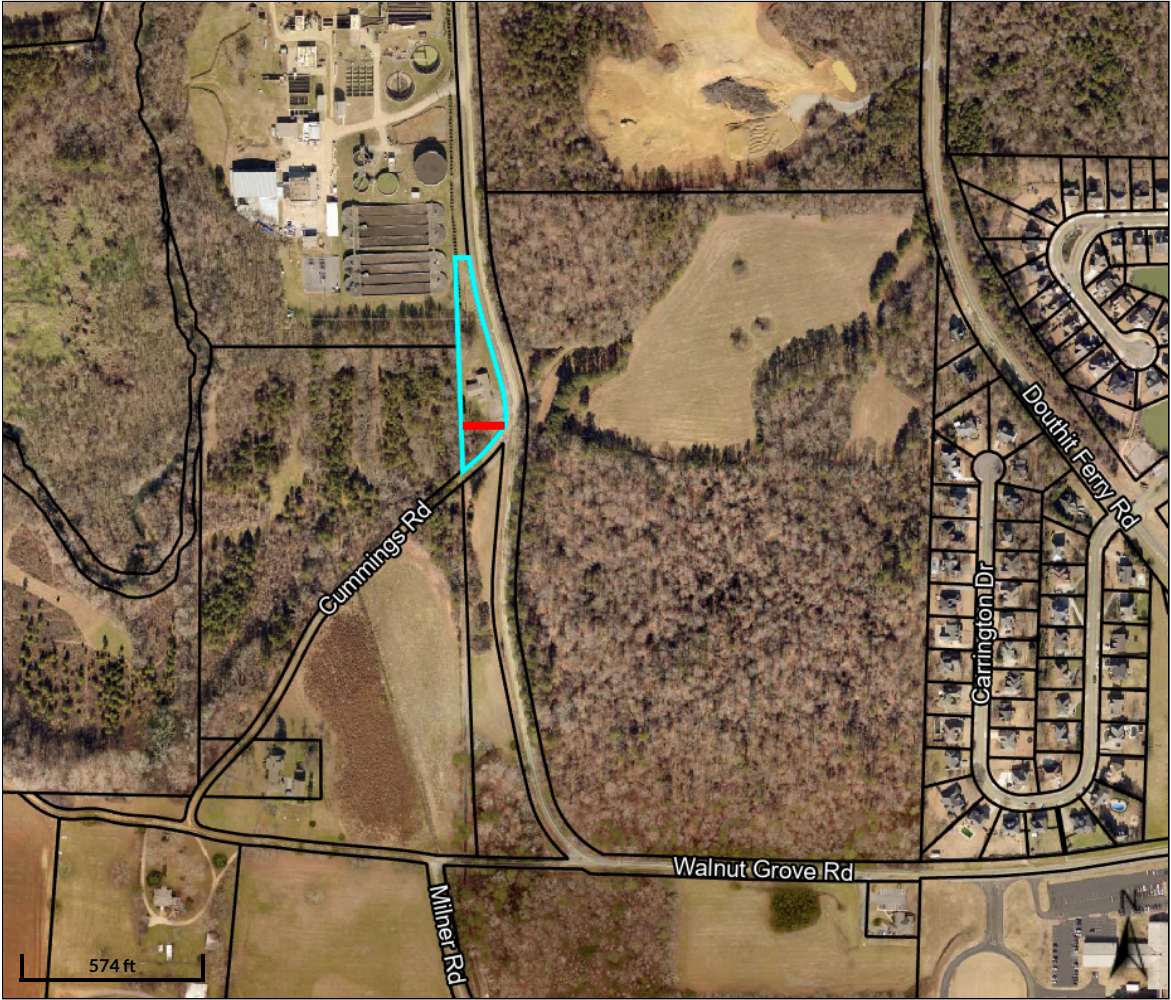
If approved, the de-annexed tract will be combined with the larger development tract, Parcel ID 0073-0735-001.

The subdivision and sale of the tract to be de-annexed occurred in February of this year. De-annexing this tract will allow the developer to design a safe intersection at Walnut Grove Rd.

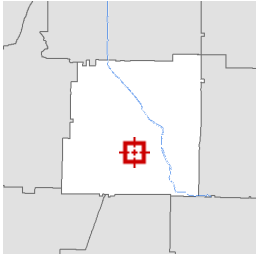
STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
Not applicable to the de-annexed tract. The remaining portion of the parent tract does permit a use 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.*
The P-I zoning of the 0.29 acre tract is not an appropriate zoning for the County development.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools. This element should be studied by the developer or County.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The remaining portion of the parent tract does conform to the city's land use plan for the area. (Transportation/Communication/Utilities)
- 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.*
No adverse impact is anticipated.
- 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 is not opposed to the de-annexation.



Overview



Legend

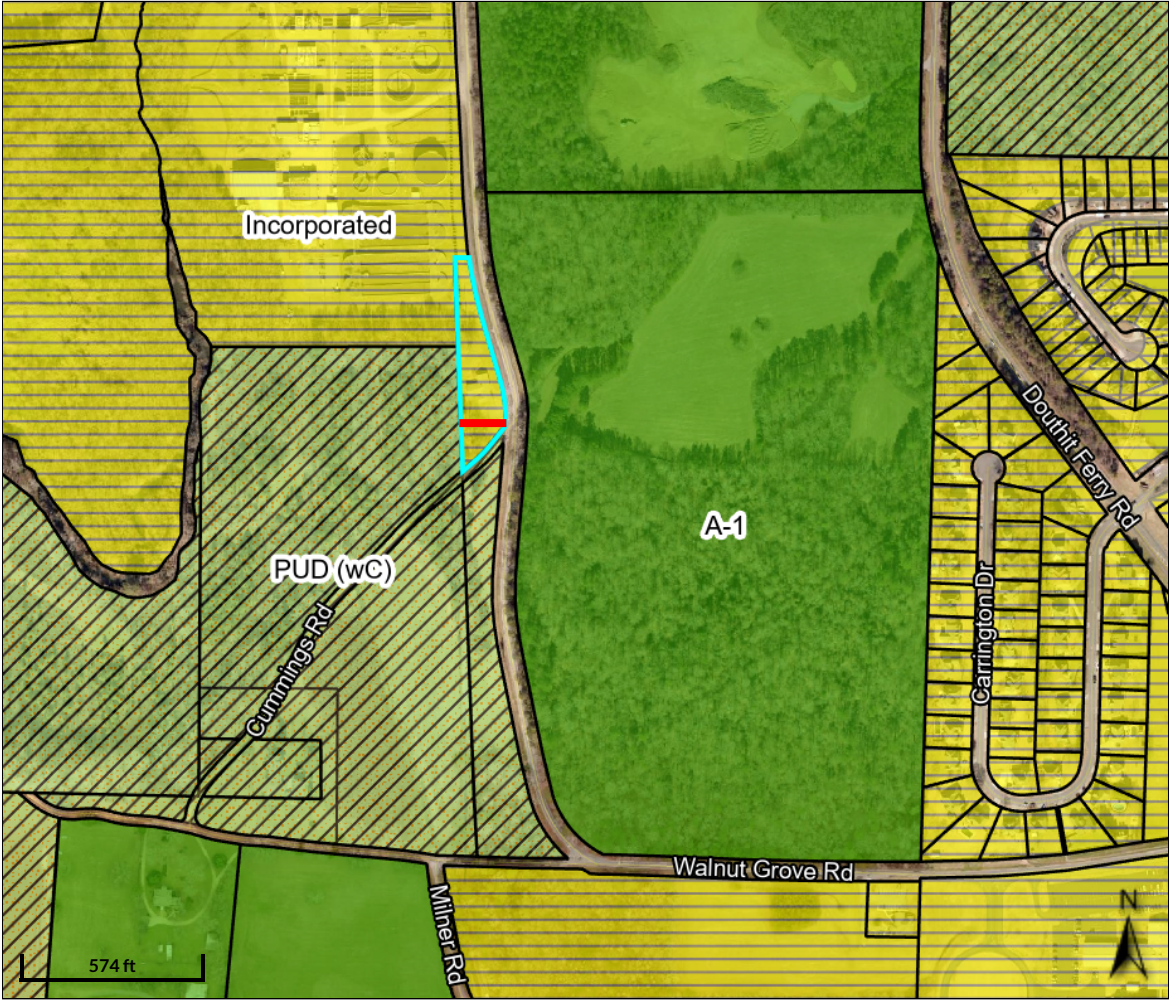
- Parcels
- Roads

Parcel ID	C074-0002-001	Alternate ID	37156	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	WALNUT GROVE RD	Acreage	1.0		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL735,706 LD4				

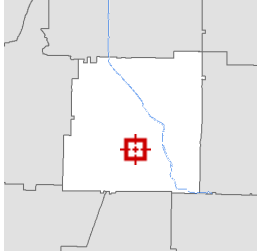
(Note: Not to be used on legal documents)

Date created: 5/2/2024
 Last Data Uploaded: 5/1/2024 9:04:28 PM

Developed by Schneider
 GEOSPATIAL



Overview



Legend

- Parcels
- Roads
- Bartow County Zoning**
- A-1
- A1 (wC)
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- CN
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- PUD
- PUD (wC)
- PUDCU
- R-1
- R-2
- R-3
- R-4
- R-7
- R-8
- R-8 w/c
- R1 (wC)

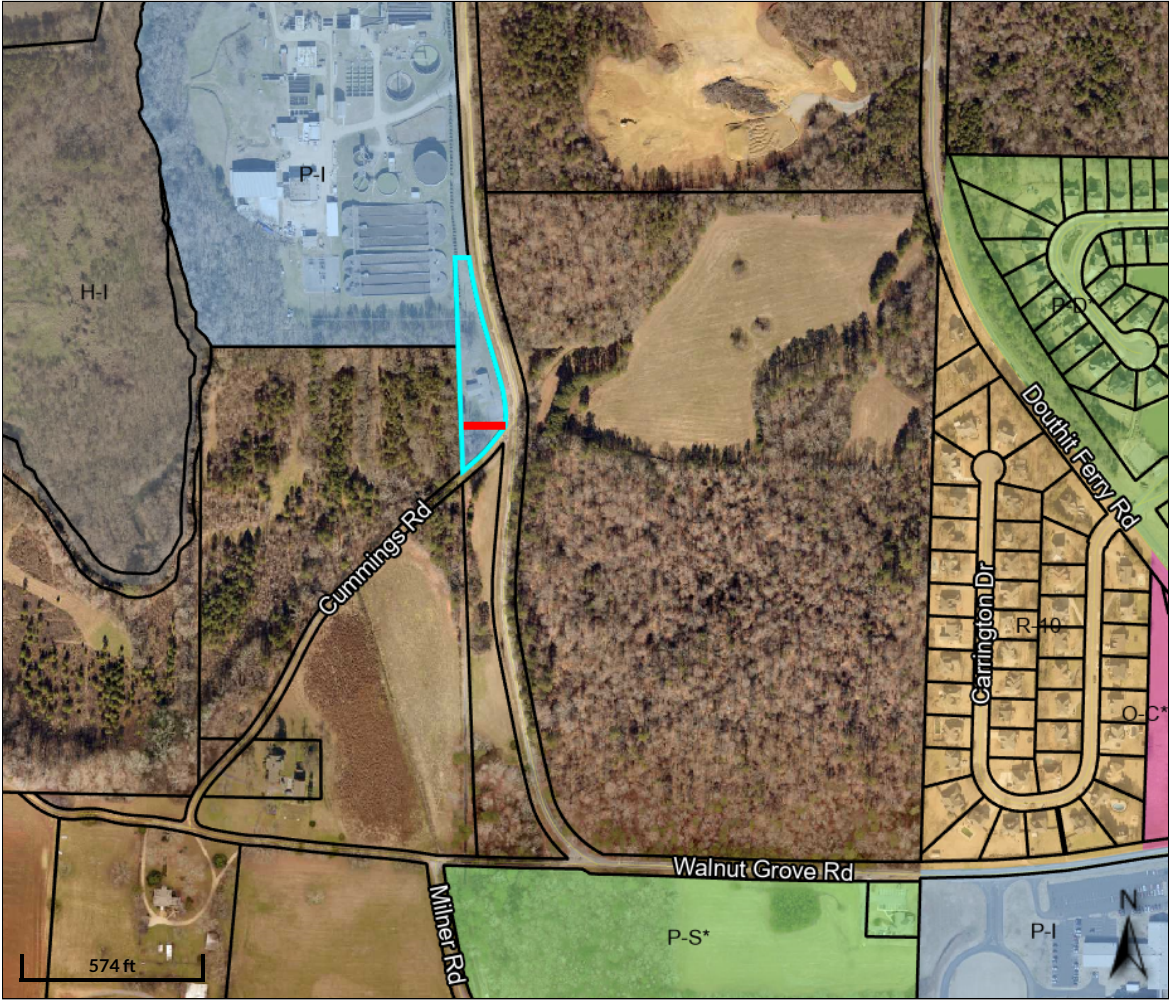
-  R2 (wC)
-  R2CU
-  R3 (wC)
-  R3CU
-  R4 (wC)
-  R4CU
-  R7 (wC)
-  RE-1
-  RE-2
-  RE1 (wC)
-  RE1CU
-  RE2 (wC)
-  RE2CU
-  Unknown
-  Zoning with Conditions

Parcel ID C074-0002-001 **Alternate ID** 37156
Sec/Twp/Rng n/a **Class** Exempt
Property Address WALNUT GROVE RD **Acreage** 1.0
District Cartersville
Brief Tax Description LL735,706 LD4
(Note: Not to be used on legal documents)

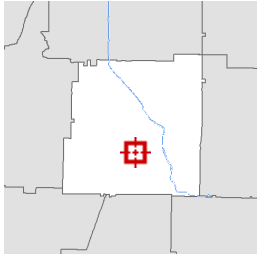
Owner Address CITY OF CARTERSVILLE
P O BOX 1390
CARTERSVILLE, GA 30120

Date created: 5/2/2024
Last Data Uploaded: 5/1/2024 9:04:28 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 C074-0002-001
 Sec/Twp/Rng n/a
 Property Address WALNUT GROVE RD

Alternate ID 37156
 Class Exempt
 Acreage 1.0

Owner Address CITY OF CARTERSVILLE
 P O BOX 1390
 CARTERSVILLE, GA 30120

District
Brief Tax Description

Cartersville
LL735,706 LD4

(Note: Not to be used on legal documents)

Meeting: July 2, 2024 Item4.

Date created: 5/2/2024

Last Data Uploaded: 5/1/2024 9:04:28 PM

Developed by  **Schneider**
GEOSPATIAL

Application for Annexation/ Zoning
City of Cartersville DE-Annexation

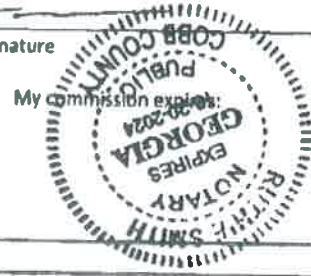
Case Number: AZ24-04
Date Received: 4/25/24

Public Hearing Dates:

Planning Commission 6/11/24 5:30pm 1st City Council 6/20 7:00pm 2nd City Council Tues 7/2/24 7:00pm



Applicant Manor Restorations, LLC Office Phone 770-652-0044
 (printed name)
 Address 4670 Jefferson Township Lane Mobile/ Other Phone N/A
Marietta State GA Zip 30066 Email bsmith@masterworksatlanta.com
 Representative's printed name (if other than applicant) Phone (Rep) 770-387-0440
 Email (Rep) _____
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: My commission expires: _____
 Notary Public _____



Titleholder Manor Restorations, LLC Phone 770-652-0044
 (titleholder's printed name)
 Address 4670 Jefferson Township Lane Marietta, GA 30066 Email bsmith@masterworksatlanta.com
 Signature _____
 Signed, sealed, delivered in presence of: My commission expires: _____
 Notary Public _____



Present Zoning District P-1 Requested Zoning PUD(wC) - In Bartow County
 Acreage 0.290 Land Lot(s) 735 District(s) 4 Section(s) 3
 Location of Property: Walnut Grove Road Parcel ID No. C074-0002-001
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: This small acreage was purchased by the developer of the neighboring property on Cumming Road. We are requesting that it be de-annexed from the City of Cartersville so it can be combined with the 22.17 acre property to the west in Bartow County.
 (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: N/A


Date Two Years Prior to Application: N/A

Date Five Years Prior to Application: N/A

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.


4/25/2024

 Signature Date
BERNIE SMITH

 Print Name

SURVEYOR’S CERTIFICATE

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

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

04.25.24
Date


Georgia Registered Land Surveyor




ZONING ADMINISTRATOR:

- 1. Case Number: AZ24-04
- 2. Yes No To be combined with an existing 22acre tract,

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

- 3. Survey attached? Yes.

4-29-24
Date


Zoning Administrator

BENCHMARK

BENCHMARK SET TO THE NAIL IN PAVEMENT NEAR EXISTING SANITARY SEWER RUN ALONG CUMMINGS ROAD, WEST OF WALNUT GROVE ROAD.
NAIL ELEVATION = 684.86

LEGEND

- PROJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- PR. LOT LINE
- FUTURE R/W LINE
- EASEMENT
- BUFFER OR SETBACK LINE
- LAKE
- FLOODPLAIN
- FLOODWAY
- BUILDING
- FENCE
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- OVERHEAD UTILITY LINE
- OVERHEAD POWER LINE
- UNDERGROUND POWER LINE
- SEWER LINE
- WATER LINE

SYMBOL LEGEND

- SANITARY SEWER MANHOLE
- FIRE HYDRANT ASSEMBLY
- WATER METER
- WATER VALVE
- POWER POLE
- STORM CATCH BASIN
- STORM MANHOLE (JUNCTION BOX)
- PROPERTY LINE PIN
- SIGN

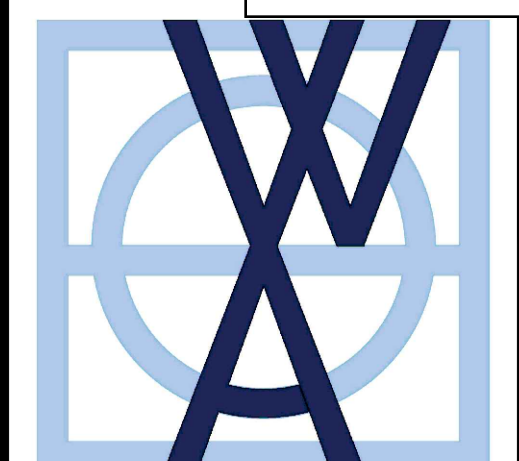
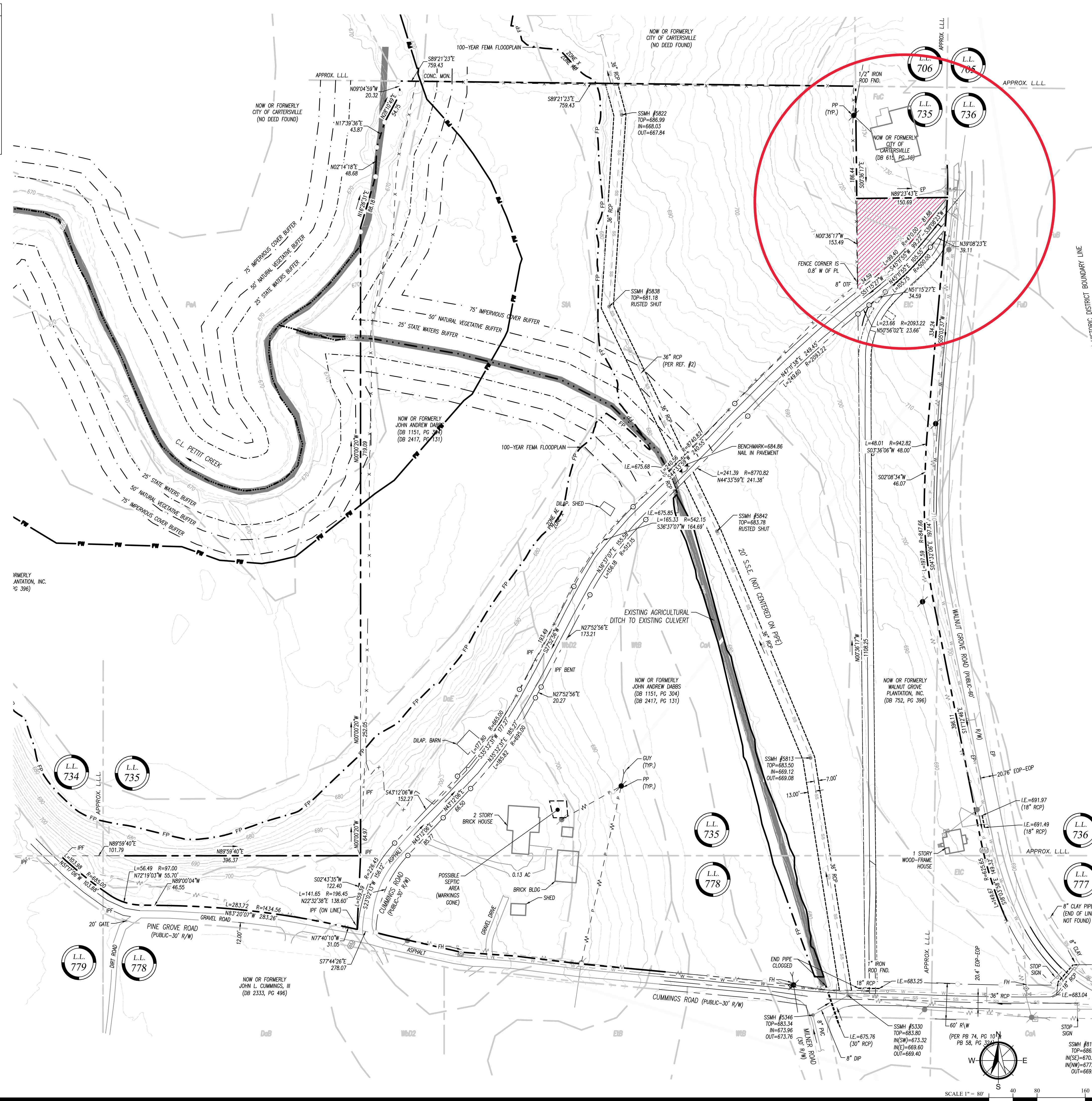
LEGAL DESCRIPTION OF HATCHED AREA

All that tract or parcel of land lying and being in Land Lots 735 and 736 of the 4th District, 3rd Section in Bartow County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT a point at the intersection of the westerly right of way of Walnut Grove Road (60' right of way) and the northerly right of way of Cummings Road (30' right of way), said point being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; thence leaving said westerly right of way and along said northerly right of way the following courses and distances: S39°08'23"W for a distance of 61.68 feet to a point; 99.40 feet along the arc of a curve to the right, said curve having a radius of 470.00 feet and being subtended by a chord of S45°11'55"W, 99.22 feet to a point; S51°15'27"W for a distance of 34.59 feet to a point; thence leaving said northerly right of way N00°36'17"W for a distance of 153.49 feet to a point; thence N89°23'43"E for a distance of 150.69 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel of land containing 0.290 acres.



W&A ENGINEERING

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT

2300 Windy Ridge Pkwy SE, Suite
560S, Atlanta, GA 30339
P: (706) 310-0400
waengineering.com

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED ONLY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

WALNUT GROVE
BARTOW COUNTY, GEORGIA
WALNUT GROVE ROAD - 43.42 ACRES

Know what's below.
Call before you dig. 811

REVISIONS

DATE	COMMENT

FOR REVIEW

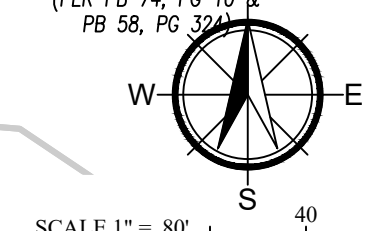
INITIAL SUB. DATE: ---

ISSUANCE DATE: ---

W&A PROJECT #: 220640

EXISTING CONDITIONS

C101



SCALE 1" = 80'

Written Description- Cummings Road, Swap 5

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FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

thence leaving said westerly right of way and along said northerly right of way the following courses and distances: S39°08'23"W for a distance of 81.88 feet to a point; 99.40 feet along the arc of a curve to the right, said curve having a radius of 470.00 feet and being subtended by a chord of S45°11'55"W, 99.22 feet to a point; S51°15'27"W for a distance of 34.59 feet to a point; thence leaving said northerly right of way N00°36'17"W for a distance of 153.49 feet to a point; thence N89°23'43"E for a distance of 150.69 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 0.290 acres.

After Recording Return To:
Leslie Vaughan Simmons, PC
1105 North Tennessee Street
Cartersville, GA 30120

File Number: 24-115
Parcel ID: c074-0002-001

Warranty Deed

This indenture made this 20th day of February, 2024 between, **City Of Cartersville**, as party or parties of the first part, (henceforth referred to as "Grantor"), and **Manor Restorations, LLC, a Georgia Limited Liability Company**, as part or parties of the second part, (henceforth referred to as "Grantee").

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lots 735 and 736 of the 4th District, 3rd Section in Bartow County, Georgia, and being more particularly described as follows: TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a point at the intersection of the westerly right of way of Walnut Grove Road (60' right of way) and the northerly right of way of Cummings Road (30' right of way), said point being the TRUE POINT OF BEGINNING, FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED: thence leaving said westerly right of way of Walnut Grove Road and along said northerly right of way of Cummings Road the following courses and distances: S39°08'23"W a distance of 81.88 feet to a point; thence 99.22 feet along the arc of a curve to the right, said curve having a radius of 470.00 feet and being subtended by a chord of S45°11'55"W 99.40 feet to a point; thence S51°15'27"W a distance of 34.59 feet to a point; thence leaving said northerly right of way N00°36'17"W for a distance of 153.49 feet to a point; thence N89°23'43"E for a distance of 150.69 feet to a point, said point being the TRUE POINT OF BEGINNING. Said tract or parcel of land containing 0.290 acres.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered on
20th day of February, 2024 in the
presence of:

City Of Cartersville

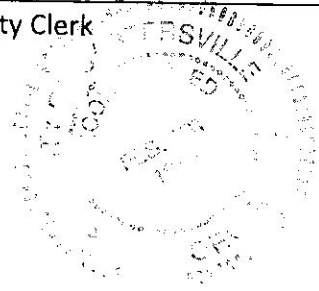
By: Matthew J. Santirji (SEAL)
Matthew J. Santirji, Mayor

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

Red Lovell

Witness

Stacey L. Forristall
Notary







CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	City View – Annual Software Maintenance
DEPARTMENT SUMMARY RECOMMENDATION:	Approval is recommended for the payment of Harris Computer Systems Invoice for CityView Software for \$24,112.23.
LEGAL:	N/A

New Year

 Remit To: Harris computer Systems
 PO Box 74007259
 Chicago, IL 60674-7259

Bill to

 Cartersville, City of
 Jack Thomson
 1 N. Erwin St. P.O. Box 1390
 Cartersville, GA 30120
 USA

Ship to

 Cartersville, City of
 Jack Thomson
 1 N. Erwin St. P.O. Box 1390
 Cartersville, GA 30120
 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	CAR1102	MICHAEL HIGGINS	DELIVERY	MN AUG

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	MUNICIPAL MAINT	Annual Software Maintenance term for CityView: 8/1/2024 to 7/31/2025 Please note: This year's Maintenance fees have been subjected to a 6% increase. Maintenance includes registration fees for 0 participants in the 2024 Harris Customer Training Conference	US\$24,112.23	US\$24,112.23

Cyrene Kwok
 JUN - 3 2024

Invoice Questions? Please call Cyrene Kwok at 1-888-847-7747 ext 2699 OR e-mail CKwok@harriscomputer.com	Subtotal	US\$24,112.23
	Misc	US\$0.00
	Tax	US\$0.00
	Freight	US\$0.00
	Trade Discount	US\$0.00
	Total	US\$24,112.23



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Bids/Awards
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Electric Department Office furniture
DEPARTMENT SUMMARY RECOMMENDATION:	Office Furniture Expo has provided the cost to furnish the renovated Electric Department facility in the amount of \$86,206.75. This amount covers delivery, assembly, and installation in the facility.
LEGAL:	N/A

PLEASE PAY FROM THIS INVOICE

PAYMENT DUE PER TERMS SHOWN BELOW



Value-Quality-Service - Since 1981

5385 Buford Highway, Doraville, GA 30340
 (770) 455-0440 • Fax (770) 458-9541
 www.ofexpo.com info@ofexpo.com

Invoice Number: 0213098

Order Date: 5/24/2024

Salesperson: SKS

Customer Acct #: 77-3875686

Sold To:

CARTERSVILLE ELECTRIC SYSTEM
 320 S. ERWIN ST
 CARTERSVILLE, GA 30120

Ship To:

CARTERSVILLE ELECTRIC SYSTEM
 320 S. ERWIN ST
 CARTERSVILLE, GA 30120

Contact Person:

ANNA GRIER

Customer P.O.	Ship VIA	Ship Date	Terms
	OFE		DEP ONLY. FINAL PMNT REQUIRED.

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
***** QUOTATION ONLY ***** QUOTE VALID FOR (30 DAYS)						
***** BASEMENT ***** ***** BASEMENT *****						
** ENGINEERING TECH OFFICE # 153, 152, 169 AND STOCK CLERK OFFICE ***** U GROUP CONSISTING OF:						
*S	EACH	4			189.00	756.00
PLT3072-NPG 30x72 TOP IN NEWPORT GRAY						
*S	EACH	4			251.00	1,004.00
PBF72 BLACK NESTING BASE						
PL197NPG	EACH	4			149.00	596.00
24x42 BRIDGE GREY ASSEMBLE 2 RIGHT AND 1 LEFT						
PL143NPG	EACH	4			239.00	956.00
CREDENZA SHELL 24X72 NG						
PL166NPG	EACH	4			275.00	1,100.00
BBF PEDESTAL NEWPORT GREY						
PL144OHNPG	EACH	4			349.00	1,396.00
PERFORMANCE 72 HUTCH NG						
*S	EACH	8			0.00	0.00
PL44LD HUTCH DOOR						
PL142NPG	EACH	4			39.95	159.80
NEWPORT GREY HALF LEG						
OTG3915B	EACH	8			219.00	1,752.00
OTG SIDE CHAIR BLACK						

***** ENGINEERING SERVICE JUSTIN OFFICE #169*****

PLEASE PAY FROM THIS INVOICE

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 www.ofexpo.com info@ofexpo.com

Invoice Number: 0213098

Order Date: 5/24/2024

Salesperson: SKS

Customer Acct #: 77-3875686

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CARTERSVILLE ELECTRIC SYSTEM
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 CARTERSVILLE, GA 30120

Ship To:

CARTERSVILLE ELECTRIC SYSTEM
 320 S. ERWIN ST
 CARTERSVILLE, GA 30120

Contact Person:

ANNA GRIER

Customer P.O.	Ship VIA	Ship Date	Terms
	OFE		DEP ONLY. FINAL PMNT REQUIRED.

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
EV6630L PALISADES 66X30 L DESK CONSISTING OF: EVD865GG EVP100GG EVP110GG EVR852GG EVP200GG ASSEMBLE RETURN LEFT	EACH	1			1,699.00	1,699.00
EV7224C PALISADES DOUBLE PED CREDENZA	EACH	1			1,179.00	1,179.00
EVC350 PALISADES HUTCH W/SUPPORTS	EACH	1			749.00	749.00
EVP400GG PALISADES 2 DRAWER LAT FILE	EACH	1			765.00	765.00
*S EVS100 36"Wx15"Dx28"H PALISADES OPEN BOOKCASE	EACH	1			425.00	425.00
CD-307GG CORP DESIGN LIVELLO GUEST CHR	EACH	2			369.00	738.00
***** OFFICE 308 METER SHOP *****						
EV6630L PALISADES 66X30 L DESK CONSISTING OF: EVD865GG EVP100GG EVP110GG EVR852GG EVP200GG ASSEMBLE RETURN ON LEFT	EACH	1			1,699.00	1,699.00

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 CARTERSVILLE, GA 30120

Contact Person:

ANNA GRIER

Customer P.O.	Ship VIA	Ship Date	Terms
	OFE		DEP ONLY. FINAL PMNT REQUIRED.

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
EV7224C PALISADES DOUBLE PED CREDENZA	EACH	2			1,179.00	2,358.00
EVC350 PALISADES HUTCH W/SUPPORTS	EACH	1			749.00	749.00
CD-307GG CORP DESIGN LIVELLO GUEST CHR ***** LEVEL 1 ***** ***** OFFICE 390 DISPATCH *****	EACH	2			369.00	738.00
PL102NPG DESK SHELL 30X66 NEWPORT GREY	EACH	1			239.00	239.00
PL196NPG 24x42 RETURN GREY ASSEMBLE RIGHT	EACH	1			189.95	189.95
PL166NPG BBF PEDESTAL NEWPORT GREY	EACH	1			279.00	279.00
PL175NPG FF PEDESTAL GREY	EACH	1			279.00	279.00
PL144OHNPG PERFORMANCE 72 HUTCH NG	EACH	1			349.00	349.00
*S PL44LD-NPG LAMINATE DOORS FOR HUTCH	EACH	1			0.00	0.00
PL105NPG DESK SHELL 30X72 GREY	EACH	1			299.00	299.00

PLEASE PAY FROM THIS INVOICE

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Contact Person:

ANNA GRIER

Customer P.O.	Ship VIA	Ship Date	Terms
	OFE		DEP ONLY. FINAL PMNT REQUIRED.

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
PL196NPG 24x42 RETURN GREY	EACH	1			189.00	189.00
PL166NPG BBF PEDESTAL NEWPORT GREY	EACH	1			275.00	275.00
PL175NPG FF PEDESTAL GREY	EACH	1			275.00	275.00
PL112NPG 2 DRAWER LAT FILE NG	EACH	2			485.00	970.00
CD-307GG CORP DESIGN LIVELLO GUEST CHR ***** OFFICE 185 WAREHOUSE COORDINATOR *****	EACH	4			369.00	1,476.00
*S LOGIFLEX HEIGHT ADJUSTABLE DESK SET WITH HEIGHT ADJUSTABLE DESK, CREDENZA, HUTCH AND SIDE CABINETS	EACH	1			3,995.00	3,995.00
CD-307GG CORP DESIGN LIVELLO GUEST CHR ***** OFFICE 129 ANNA'S *****	EACH	2			269.00	538.00
EVH100 PALISADES SIT STAND DESK CONSISTING OF: EVH400AGG EVH100BGG EVH100CBK EVH100DBK ASSEMBLE RIGHT *****	EACH	1			2,885.00	2,885.00
EVP400GG PALISADES 2 DRAWER LAT FILE	EACH	2			765.00	1,530.00

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ANNA GRIER

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	OFE		DEP ONLY. FINAL PMNT REQUIRED.

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
*S EVP300 MOBILE PED B/B/F	EACH	2			375.00	750.00
*S EVS100 36"Wx15"Dx28"H PALISADES OPEN BOOKCASE	EACH	1			425.00	425.00
CD-307GG CORP DESIGN LIVELLO GUEST CHR	EACH	2			369.00	738.00
***** OFFICE 148 ENGINEERING *****						
EV6630L PALISADES 66X30 L DESK CONSISTING OF: EVD865GG EVP100GG EVP110GG EVR852GG EVP200GG ASSEMBLE LEFT	EACH	1			1,699.00	1,699.00
EV7224C PALISADES DOUBLE PED CREDENZA	EACH	1			1,179.00	1,179.00
EVC350 PALISADES HUTCH W/SUPPORTS	EACH	1			749.00	749.00
EVP400GG PALISADES 2 DRAWER LAT FILE	EACH	1			765.00	765.00
*S EVS100 36"Wx15"Dx28"H PALISADES OPEN BOOKCASE	EACH	1			425.00	425.00
CD-307GG CORP DESIGN LIVELLO GUEST CHR	EACH	2			369.00	738.00
***** CONFERENCE 147 *****						

PLEASE PAY FROM THIS INVOICE

PAYMENT DUE PER TERMS SHOWN BELOW



Value-Quality-Service - Since 1981

5385 Buford Highway, Doraville, GA 30340
 (770) 455-0440 • Fax (770) 458-9541
 www.ofexpo.com info@ofexpo.com

Invoice Number: 0213098

Order Date: 5/24/2024

Salesperson: SKS

Customer Acct #: 77-3875686

Sold To:

CARTERSVILLE ELECTRIC SYSTEM
 320 S. ERWIN ST
 CARTERSVILLE, GA 30120

Ship To:

CARTERSVILLE ELECTRIC SYSTEM
 320 S. ERWIN ST
 CARTERSVILLE, GA 30120

Contact Person:

ANNA GRIER

Customer P.O.	Ship VIA	Ship Date	Terms
	OFE		DEP ONLY. FINAL PMNT REQUIRED.

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
MRCS8WAH MIRELLA CONFERENCE TABLE WHITE ASH CONSISTING OF: 1EA MRCS8TWAH 1EA MRCS8BWAH	EACH	1			1,289.00	1,289.00
CD-309HG CORP DESIGN ZETTI GRY LTHR	EACH	8			375.00	3,000.00
***** OFFICE 269 DIRECTOR *****						
MRUSBF7236SGY MIRELLA U GROUP STONE GREY/WHITE ASH CONSISTING OF: 1EA ACD-BLK 1EA MRBDG42SGY 1EA MRRCRBF20 WAH 1EA MRRCRFP20 WAH 1EA MRCT7220SGY 1EA MRDBBB36WAH 1EA MRDFP36WAH 1EA MRDT7236SGY BRIDGE ON LEFT	EACH	1			2,700.00	2,700.00
*S MRHW72-WAH HUTCH SAFO MIRELLA	EACH	1			665.00	665.00
MRLF36-SGY MIRELLA LATERAL FILE	EACH	2			875.00	1,750.00
MRBS3-WAH MIRELLA 3 SHELF BOOKCASE	EACH	2			329.00	658.00
CD-307GG CORP DESIGN LIVELLO GUEST CHR	EACH	2			369.00	738.00
***** OFFICE 208 ASSISTANCE DIRECTOR *****						
MRLSBF7236SGY	EACH	1			2,100.00	2,100.00

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 www.ofexpo.com info@ofexpo.com

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Order Date: 5/24/2024

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 CARTERSVILLE, GA 30120

Ship To:

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 320 S. ERWIN ST
 CARTERSVILLE, GA 30120

Contact Person:

ANNA GRIER

Customer P.O.	Ship VIA	Ship Date	Terms
	OFE		DEP ONLY. FINAL PMNT REQUIRED.

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
MIRELLA L GROUP STONE GREY/WHITE ASH CONSISTING OF: 1EA ACD-BLK 1EA MRRTN42TSGY 1EA MRCRBF20WAH 1EA MRDBBB36WAH 1EA MRDFP36WAH 1EA MRDT7236SGY ASSEMBLE LEFT						
MRLF36-SGY MIRELLA LATERAL FILE	EACH	1			885.00	885.00
MRBS3-WAH MIRELLA 3 SHELF BOOKCASE	EACH	1			329.00	329.00
CD-307GG CORP DESIGN LIVELLO GUEST CHR ***** OFFICE 161 FOREMAN *****	EACH	2			369.00	738.00
EV6630L PALISADES 66X30 L DESK CONSISTING OF: EVD865GG EVP100GG EVP110GG EVR852GG EVP200GG 1 LEFT 1 RIGHT	EACH	2			1,699.00	3,398.00
EV7224C PALISADES DOUBLE PED CREDENZA	EACH	1			1,179.00	1,179.00
EVC350 PALISADES HUTCH W/SUPPORTS	EACH	1			749.00	749.00
CD-307GG CORP DESIGN LIVELLO GUEST CHR ***** OFFICE 268 LEAD LINEMAN *****	EACH	2			369.00	738.00

PLEASE PAY FROM THIS INVOICE

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 CARTERSVILLE, GA 30120

Ship To:

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 320 S. ERWIN ST
 CARTERSVILLE, GA 30120

Contact Person:

ANNA GRIER

Customer P.O.	Ship VIA	Ship Date	Terms
	OFE		DEP ONLY. FINAL PMNT REQUIRED.

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
PL121NPG DESK SHELL 30X48 NG	EACH	5			219.00	1,095.00
PL166NPG BBF PEDESTAL NEWPORT GREY	EACH	5			279.00	1,395.00
PL156NPG 71 BOOKCASE NEWPORT GRAY	EACH	2			269.00	538.00
***** LOBBY *****						
*S 1732MRL COGNAC WITH BLACK BASE MIRELLA LOUNGE CHAIR	EACH	2			1,122.00	2,244.00
*S 1731MRL COGNAC WITH BLACK BASE MIRELLA LOUNGE LOVE SEAT	EACH	1			1,599.00	1,599.00
*S 736177 COASTER HADI END TABLE CEMENT TOP WITH BLACK HAIRPIN LEGS	EACH	1			135.00	135.00
*S 736178 COASTER HADI COFFEE TABLE CEMENT TOP WITH BLACK HAIRPIN LEGS	EACH	1			195.00	195.00
*S 882037 COASTER DANBROOK BLACK/ AGED WALNUT	EACH	1			265.00	265.00
***** BREAK ROOM *****						
*S 6621-SAR GLOBAL DUET SCARLET RED STACK SLEIGH BASE STACK CHAIR	EACH	25			155.00	3,875.00

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*Value-Quality-Service - Since 1981*

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 (770) 455-0440 • Fax (770) 458-9541
 www.ofexpo.com info@ofexpo.com

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 320 S. ERWIN ST
 CARTERSVILLE, GA 30120

Contact Person:

ANNA GRIER

Customer P.O.	Ship VIA	Ship Date	Terms			
	OFE		DEP ONLY. FINAL PMNT REQUIRED.			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
*S	EACH	5			439.00	2,195.00
30x60 TRAINING TABLES CONSISTING OF:						
*S	EACH	5			0.00	0.00
PLT3060-NPG 30x60 TOP						
*S	EACH	5			0.00	0.00
PTLF60 FLIP TOP NESTING BASE						
/I						10,500.00
INSTALLATION CHARGE TO RECEIVE, DELIVER, ASSEMBLE AND INSTALL						
/STAIRS						1,200.00
CHARGE FOR DELIVERING UPSTAIRS						
THANK YOU VERY MUCH. YOUR BUSINESS IS GREATLY APPRECIATED!!!						

All claims and returned goods **MUST** be accompanied by this Invoice.**ALL RETURNS ARE SUBJECT TO A 25% RESTOCKING CHARGE.**

Refunds for orders paid by check will be made after 14 business days.

All Special Order Sales Are Final - No Exchanges or Refunds.**All Used Furniture is Sold AS IS And Without Warranty.**

THIS SALE IS SUBJECT TO ABOVE TERMS & SALES ORDER TERMS AND CONDITIONS ("TERMS") EFFECTIVE ON THE DATE OF THIS TICKET, WHICH ARE INCORPORATED BY THIS REFERENCE.

THE TERMS ARE AVAILABLE AT - <https://ofexpo.com/company-info/sales-order-terms-a-conditions.html> - AND WILL BE SENT BY FAX OR EMAIL UPON REQUEST BY CUSTOMER.

THE UNDERSIGNED HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS.

By signing below the undersigned acknowledges receipt of the furniture as indicated on this ticket.

Net Order:	86,206.75
Less Discount:	0.00
Delivery & Installation:	0.00
Sales Tax:	0.00
Order Total:	86,206.75

Less Deposit: 43,000.00

Order Balance: 43,206.75

BUYER OR AUTHORIZED AGENT OF BUYER

DATE SIGNED



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Electric Rates
DEPARTMENT SUMMARY RECOMMENDATION:	The proposed budget includes increases to electric rates. The Electric Department is proposing a rate increase based on the rate study provided by Electric Cities of Georgia and analysis of costs by staff due to general operations of the electric department increasing and increased costs of power generation. The proposed changes include an increase in the base rate of all rate classes. These changes are recommended for your approval.
LEGAL:	Reviewed by Archer & Lovell

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24. UTILITIES, ARTICLE X. ELECTRIC SYSTEM, DIVISION 12, 13, 19, 21, 22, 23, 24, 25, 26, 27, 29, 31, 32 and 35** are hereby amended and/or added by deleting said divisions in their entirety and replacing them with the following:

1.

DIVISION 12. FUTURE CONSTRUCTION CHARGE RIDER; SCHEDULE FCC-1

Sec. 24-311. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Applicability:* Applicable to all electric tariffs of the City of Cartersville Electric System (CES) wherein the future construction charge rider is referenced.
- (c) *Purpose:* To recover from retail electric customers the costs associated with the construction of generation facilities, transmission facilities, and/or known and measurable changes in the City's total costs of providing electricity to its customers.
- (d) *Monthly rate:* The base electric rate shall be increased by a percentage amount based on the costs associated with the construction of generation facilities, transmission lines, and/or known and measurable changes in City's total costs of providing electricity to its customers. The base electric rate is the sum of the administration charge, demand charge, and energy charge. At CES's discretion, the variances from the fiscal year's total costs vs base-year cost may be passed through to customers via a combination of FCC and PCA.
- (e) *Evaluation:* The variance will be reviewed periodically and the future construction charge (FCC) shall be reviewed and modified as necessary by the electric director.

Sec. 24-312 – 24-315. Reserved.

DIVISION 13 ENVIRONMENTAL COMPLIANCE CHARGE RIDER; SCHEDULE ECC-1

Sec. 24-316. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Applicability:* Applicable to all electric tariffs of the City of Cartersville Electric System (CES) wherein the environmental compliance charge rider is referenced.
- (c) *Purpose:* To recover from retail electric customers the cost of capital and operations and maintenance associated with government mandated environmental requirements at generation and/or transmission facilities.
- (d) *Monthly rate:* The base electric rate shall be increased by a percentage amount. The base electric rate is the sum of the administration charge, demand charge, and energy charge.
- (e) *Evaluation:* The environmental compliance cost will be reviewed periodically and the environmental compliance charge (ECC) shall be reviewed and modified as necessary by the electric director.

Sec. 24-317 – 24-320. Reserved.

DIVISION 19. TEMPORARY POWER SERVICE; TARIFF TP-3

Sec. 24-346. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all construction uses and temporary uses such as fairs, carnivals, Christmas tree stands, and similar locations and structures where such service will be for less than twelve (12) months duration.
A high load factor customer served under this rate schedule may petition CES to be reclassified to the small power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*
Administrative charge \$30.00
Energy charge 14.744¢ per kWh
- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Sec. 24-347—24-350. Reserved.

DIVISION 21. MEDIUM ECONOMIC DEVELOPMENT; TARIFF MED-6

Sec. 24-356. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available to a qualifying customer only with the approval of the City of Cartersville Electric System (CES) on a case-by-case basis in all areas served by CES and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable only to commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) New or expanded electric service which is added to the CES system.
 - (2) Non-coincident metered demand.
 - (3) Delivered at one (1) service point.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$173.00	\$195.00	\$205.00	\$225.00

Demand charge 4.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the metered demand:

All kWh 5.5221¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the metered demand:

All kWh 4.4995¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours times the metered demand:

All kWh 4.0904¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The billing demand shall be based on the highest thirty-minute kW measurement and shall be the greater of the customer's metered demand in the current billing month or the maximum demand metered during the prior eleven (11) months including the current billing month. However, in no case shall the billing demand be less than two hundred (200) kW. Until such time as the billing demand can be determined, an estimate will be used by CES for billing purposes that shall be not less than the maximum metered demand for the current billing month.
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.
- (k) *Term:* Maximum term of initial five (5) years or as stated in contract.
- (l) *Terms and conditions:* Service under this tariff may be discontinued and applicable load placed on the standard applicable tariff if, in the opinion of CES, the customer violates any of the following:
 - (1) Any two (2) payments for electric service are not delivered in full by the date due as stated on customer's monthly bill.
 - (2) Electric service furnished is resold.
 - (3) More than one (1) delivery point or more than one (1) standard voltage is required.
 - (4) Applicable load increase is less than two hundred (200) kW.
 - (5) Monthly peak demand is coincident with CES' monthly peak demand.
 - (6) Character of service does not meet criteria of this tariff.

Sec. 24-357—24-360. Reserved.

DIVISION 22. RESIDENTIAL POWER SERVICE; TARIFF RP-5

Sec. 24-361. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all domestic uses of a residential customer in a separately metered single-family or multifamily dwelling unit.
- (d) *Type of service:* Power normally supplied under this rate shall be one hundred fifteen/two hundred thirty (115/230) volts, single phase, sixty (60) hertz. Three-phase service may be furnished, where available.

(e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$15.00	\$17.50	\$20.00	\$22.50

Energy charge: *Summer—May through September billing:*

- First 650 kWh 8.7686¢ per kWh
- Next 350 kWh 10.098¢ per kWh
- Over 1,000 kWh 12.1432¢ per kWh

Energy charge: *Winter—October through April billing:*

- First 650 kWh 8.7686¢ per kWh
- Next 350 kWh 8.3595¢ per kWh
- Over 1,000 kWh 7.9505¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Sec. 24-362—24-365. Reserved.

DIVISION 23. CITY GOVERNMENT SERVICE; TARIFF CG-4

Sec. 24-366. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all facilities owned, leased by, or operated by the City of Cartersville for the provision of municipal services including, but not limited to, schools, utilities, fire and police protection, solid waste disposal, and general office functions.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$22.00	\$25.00	\$27.50	\$30.00

Energy charge: 9.1514¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Sec. 24-367—24-370. Reserved.

DIVISION 24. SMALL POWER SERVICE; TARIFF SP-4

Sec. 24-371. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be less than or equal to one hundred (100) kW as defined in the billing demand section of this tariff.
 - (2) Average monthly energy consumption shall be greater than or equal to three thousand (3,000) kWh's based on the most recent twelve (12) months' data, where available.
 - (3) In the event that average monthly energy consumption becomes permanently less than three thousand (3,000) kWh's, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.

(d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$36.50	\$40.00	\$44.00	\$48.00

Demand charge 3.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 6,000 kWh 11.1147¢ per kWh

Over 6,000 kWh 10.2979¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.3761¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.1719¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.9677¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand in excess of ten (10) kW, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.
For the consumption months of June through September, the billing demand shall be the greater of:
 - (1) The current actual demand; or
 - (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or

- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) 10 kW.

- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Sec. 24-372—24-375. Reserved.

DIVISION 25. MEDIUM POWER SERVICE; TARIFF MP-4

Sec. 24-376. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than one hundred (100) kW and less than one thousand (1,000) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than one hundred (100) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$73.50	\$81.50	\$90.00	\$98.00

Demand charge \$3.60 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 20,000 kWh 9.6154¢ per kWh

Over 20,000 kWh 8.5944¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.5104¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.102¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.8978¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand in excess of thirty (30) kW, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.
For the consumption months of June through September, the billing demand shall be the greater of:
 - (1) The current actual demand; or
 - (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
 - (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).
 For the consumption months of October through May, the billing demand shall be the greater of:
 - (1) Ninety-five (95) percent of the highest summer month (June through September); or
 - (2) Sixty (60) percent of the highest winter month (October through May), including the current month.
 However, in no case shall the billing demand be less than the greater of:
 - (1) The contract minimum demand; or
 - (2) Fifty (50) percent of the contract capacity; or
 - (3) Ninety-five (95) kW (ninety-five (95) percent of one hundred (100) kW).
- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Sec. 24-377—24-380. Reserved.

DIVISION 26. LARGE POWER SERVICE; TARIFF LP-5

Sec. 24-381. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to one thousand (1,000) kW and less than three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than one thousand (1,000) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.

(d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$184.00	\$204.00	\$225.00	\$245.00

Demand charge \$3.60 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 200,000 kWh 7.4806¢ per kWh

Over 200,000 kWh 6.4586¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.4146¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 4.0058¢ per kWh

All consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.8014¢ per kWh

(f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.

(g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.

(h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

(i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) Nine hundred fifty (950) kW (ninety-five (95) percent of one thousand (1,000) kW).

(j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Sec. 24-382—24-385. Reserved.

DIVISION 27. EXTRA LARGE POWER SERVICE; TARIFF XLP-4

Sec. 24-386. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to three thousand five hundred (3,500) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than three thousand five hundred (3,500) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$275.00	\$295.00	\$315.00	\$325.00

Demand charge \$4.10 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 700,000 kWh 6.398¢ per kWh

Over 700,000 kWh 5.386¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 4.374¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 3.9692¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 3.7668¢ per kWh

- (f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.
- (g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.
- (i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.
 For the consumption months of June through September, the billing demand shall be the greater of:
 - (1) The current actual demand; or
 - (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
 - (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) Three thousand three hundred twenty-five (3,325) kW (ninety-five (95) percent of three thousand five hundred (3,500) kW).

- (j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Sec. 24-387—24-390. Reserved.

DIVISION 29. SMALL GENERAL SERVICE; TARIFF SG-3

Sec. 24-396. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to nonresidential customers where monthly energy consumption is less than three thousand (3,000) kWh's per month. A high load factor customer served under this rate schedule may petition CES to be reclassified to the small power tariff. At the sole option of CES, a demand meter will be installed and such customer reclassified.
- (d) *Type of service:* Single or three-phase, sixty (60) hertz, at a standard voltage.
- (e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$23.00	\$25.50	\$27.50	\$30.00

Energy charge:

Summer—June through September billing:

All kWh 14.744¢ per kWh

Winter—October through May billing:

All kWh 12.9033¢ per kWh

- (f) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.
- (g) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Sec. 24-397—24-400. Reserved.

DIVISION 31. FLAT POWER SERVICE; TARIFF FP-3¹

Sec. 24-406. Generally.

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable only to small unmetered loads and related non-kWh services.
 - (1) Unmetered service will be rendered only at locations that, in the sole opinion of CES, are not suitable to be metered and unmetered service represents the best practice. CES may at its' option install metering equipment to measure actual usage. This tariff is applicable to cable television amplifiers and power supplies, tornado sirens and similar loads.
 - (2) Related non-kWh services will be billed as requested by the customer. This tariff is applicable to surge protection service and similar services.
- (d) *Type of service:* Unmetered power normally supplied under this rate shall be one hundred fifteen (115) volts, single-phase, sixty (60) hertz.
- (e) *Monthly rate:*
Energy charge: Due to variety, a monthly dollar amount will be calculated independently for each type load based on estimated usage and usage patterns.
- (f) *Minimum monthly bill:* The minimum monthly bill is:

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$75.00	\$85.00	\$95.00	\$110.00

- (g) *Term of contract:* Unless otherwise specified in a signed contract, the term is a minimum of three (3) years. CES may, at its option, require an advance payment of up to one-half of the estimated maximum annual revenue expected to occur during the term of the contract.
- (h) *Mandatory riders:* This tariff is not subject to the future construction charge rider, environmental compliance charge rider, or power cost adjustment rider.
- (i) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

Sec 24-407-24-410. Reserved.

DIVISION 32. POWER COST ADJUSTMENT RIDER; TARIFF PCA-5**Sec. 24-411. Generally.**

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Applicability:* Applicable to all electric tariffs of the City of Cartersville Electric System (CES) wherein the power cost adjustment rider is referenced.
- (c) *Purpose:* The PCA is used to make interim adjustments to monthly electric rates to reflect known and measurable changes in the City's total costs of providing electricity to its customers.
- (d) *Monthly rate:* The City's total costs of providing electricity are defined herein to include power and energy purchased from wholesale suppliers, costs of capital, operations and maintenance of the City electric distribution system, general administrative expenses, transfers to the general fund of the City of Cartersville, Georgia, and any other approved outlays or expenses.
The electric rates were set based on estimated cost of providing electricity to CES customers in the year that the rates became effective (the base year costs).
Variances from the fiscal year's total costs vs base-year costs, either in excess or in shortfall, shall be collected from or refunded to each of the city's standard metered electric customers on an equal per kWh basis.
At CES's discretion, the variances may be passed through to customers via a combination of PCA and FCC.
- (e) *Evaluation:* The variance between total costs and base year costs will be reviewed periodically and the power cost adjustment (PCA) shall be reviewed and modified as necessary by the electric director.
- (f) *Levelizing:* In order to keep month-to-month PCA fluctuations reasonable, CES may use a levelizing technique provided that the total variance from the base cost amount, over or under, approximately equals the total amount of PCA revenue collected from customers during each fiscal year.

Sec. 24-412—24-415. Reserved.**DIVISION 35. EXTRA EXTRA LARGE POWER SERVICE; TARIFF XXLP-1****Sec. 24-418. Generally.**

- (a) *Effective date:* Bills rendered on or after July 3, 2024.
- (b) *Availability:* Available in all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
- (c) *Applicability:* Applicable to all commercial or industrial electric service which is delivered or compensated to one (1) standard voltage and where the following criteria are met:
 - (1) Billing demand for the current month and the preceding eleven (11) months must be greater than or equal to fifteen thousand (15,000) kW as defined in the billing demand section of this tariff.
 - (2) In the event that billing demand becomes permanently less than fifteen thousand (15,000) kW, the customer may switch to the appropriate tariff following twelve (12) months of service on this tariff.
- (d) *Type of service:* Three-phase, sixty (60) hertz, at a standard voltage.

(e) *Monthly rate:*

Effective Date	July 3, 2024	July 1, 2025	July 1, 2026	July 1, 2027
Administrative Charge	\$340.00	\$370.00	\$400.00	\$425.00

Demand charge \$10.25 per kW of billing demand

Energy charge:

Consumption (kWh) not greater than two hundred (200) hours times the billing demand:

First 700,000 kWh 5.5224¢ per kWh

Over 700,000 kWh 4.5014¢ per kWh

Consumption (kWh) in excess of two hundred (200) hours and not greater than four hundred (400) hours times the billing demand:

All kWh 3.4804¢ per kWh

Consumption (kWh) in excess of four hundred (400) hours and not greater than six hundred (600) hours times the billing demand:

All kWh 3.0720¢ per kWh

Consumption (kWh) in excess of six hundred (600) hours times the billing demand:

All kWh 2.8678¢ per kWh

(f) *Minimum monthly bill:* Administrative charge, plus seven dollars (\$7.00) per kW of billing demand, plus reactive demand charges, plus charges in any applicable rider.

(g) *Mandatory riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of the effective future construction charge rider, environmental compliance charge rider, and power cost adjustment rider.

(h) *Optional riders:* The amount calculated in this tariff is subject to increase or decrease under the provisions of any applicable rider that may be approved by the City Council of the City of Cartersville.

(i) *Billing demand:* The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the consumption months of June through September, the billing demand shall be the greater of:

- (1) The current actual demand; or
- (2) Ninety-five (95) percent of the highest actual demand occurring in any previous applicable summer month (June through September); or
- (3) Sixty (60) percent of the highest actual demand occurring in any previous applicable winter month (October through May).

For the consumption months of October through May, the billing demand shall be the greater of:

- (1) Ninety-five (95) percent of the highest summer month (June through September); or
- (2) Sixty (60) percent of the highest winter month (October through May), including the current month.

However, in no case shall the billing demand be less than the greater of:

- (1) The contract minimum demand; or
- (2) Fifty (50) percent of the contract capacity; or
- (3) fourteen thousand two hundred fifty (14,250) kW (ninety-five (95) percent of fifteen thousand (15,000) kW).

(j) *Reactive demand:* Where there is an indication of a power factor of less than ninety-five (95) percent lagging, CES may at its' option install metering equipment to measure reactive demand. The reactive demand is the highest thirty-minute kVAR measured during the month. The excess reactive demand is the kVAR which is in excess of one-third of the measured actual kW in the current month. CES will bill excess reactive demand at the rate of thirty-three cents (\$0.33) per excess kVAR.

Sec. 24-419—24-420. Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: June 20, 2024
SECOND READING: July 2, 2024

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

ORDINANCE NO. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24 – UTILITIES. ARTICLE X. - ELECTRIC SYSTEM, DIVISION 2. - DISTRIBUTED GENERATION RIDER, SEC. 24-261. - DISTRIBUTED GENERATION RIDER, DGR-1, PARAGRAPH (d) is hereby amended by deleting said paragraph in its entirety and replacing it as follows:

1.

Sec. 24-261. – Distributed generation rider, DGR-1.

(d) Reserved.

2.

All other existing provisions of Section 24-261 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Architectural Services Agreement for Depot Restroom Addition and Renovation
DEPARTMENT SUMMARY RECOMMENDATION:	Architectural services agreement with E Dunay Design for the Depot restroom addition and renovation in the amount of \$29,100.00 with provisions for additional services.
LEGAL:	Reviewed by Archer and Lovell



OA4-2023 – Owner/Architect Agreement For Architectural Services (Lump Sum Fee Compensation)

CAUTION: THIS DOCUMENT HAS LEGAL CONSEQUENCES. ALA recommends that the parties seek the advice of their attorney(s) prior to executing or modifying this Agreement. By executing this Agreement, the parties assume sole and complete responsibility for the content contained hereinafter.

1.0 AGREEMENT: This Owner/Architect Agreement for Architectural Services *Agreement* (“Agreement”) is made and entered into this 20th day of June, 2024, by Matthew J. Santini (City of Cartersville) (the “Owner”) and Elizabeth Dunay(E Dunay Design) (the “Architect”).

1.1 Owner’s Name: Matthew J. Santini (City of Cartersville)
Address: 1 Friendship Plaza
City, State, Zip: Cartersville, Georgia 30120
Phone number:770-387-5616
Cell number:

1.2 Architect’s Name: Elizabeth Dunay
Address: 366 Plainville Rd NE
City, State, Zip: Rome, GA 30161
Phone number:
Cell number: 706-766-0366

2.0 PROJECT: The project is *The Train Depot Restroom Renovations* located at *1 Friendship Plaza, Cartersville, Georgia, 30121*, and consists of *The Train Depot Restroom Renovations*.

3.0 BASIC SERVICES: The Architect agrees to perform basic services on behalf of the Owner, including usual and customary structural, mechanical, electrical, and plumbing engineering services:

3.1 Design Services: The Architect shall provide all required design services based upon the Owner’s program and construction budget. The design services of the Architect shall include diagrams, sketches, and drawings to illustrate and define the aesthetics and size of the project.

3.2 Construction Documents Services: The Architect shall prepare construction documents consisting of drawings and specifications, including plans, elevations, details, and sections, sufficient in detail to bid and construct the project.

3.3 Bidding: The Architect shall assist the Owner in the preparation and assembly of documents to be issued for bids. The selection of the Contractor for the project shall be made by the Owner.

3.4 Construction Administration: The Architect shall provide construction administration services on behalf of the Owner during the construction phase of the project. Such services shall include the following:

3.4.1 Site Observation: The Architect shall visit the site at intervals as the Architect reasonably deems to be appropriate, or as stated in Section 18, to observe if construction is generally in accordance with the construction documents.



- 3.4.2 **Submittals:** The Architect shall review Contractor’s and its subcontractors’ shop drawings, product data and samples for conformance with the design intent indicated on the construction drawings. The Architect shall not review the submittals for dimensions, quantities, coordination of components, the adequacy or completeness of the shop drawing details, or performance of materials or equipment indicated on the submittals. Review of the submittals shall not constitute approval of any construction means, methods, procedures, techniques, sequences, or safety precautions or procedures, since these are the sole responsibility of the Contractor.
- 3.4.3 **Changes in Work:** The Architect shall prepare Change Orders and Construction Change Directives for changes in the Work. Such Change Orders and Construction Change Directives shall be approved by the Owner prior to any work on the changes being performed. The Architect may order minor changes to the Work which do not affect the Contract Sum or the Contract Time.
- 3.4.4 **Review of Contractor’s Requests for Payment:** The Architect shall evaluate the Contractor’s requests for payment, including supporting data, and certify the amounts due the Contractor for work, products, and materials installed in the project. The Architect’s Certification for Payment represents to the Owner that based on the Architect’s evaluation of the work installed and the data presented for payment, to the best of the Architect’s knowledge, information and belief, the Contractor is entitled to payment.
- 3.4.5 **Rejection of Nonconforming Work:** The Owner and Architect shall have the authority to reject nonconforming work installed by the Contractor. The Architect shall bring any known nonconforming work to the attention of the Owner.
- 3.4.6 **Access to Project Site:** The Architect shall have access to the project site at all times.
- 3.4.7 **Determination of the Dates of Substantial Completion and Final Completion:** Upon notification by the Owner, the Architect shall conduct inspections to determine the dates of Substantial Completion and Final Completion. The Architect shall not make any other inspection(s) unless specifically requested to do so in writing by the Owner. Such requested inspection(s) shall be performed as an Additional Service(s).
- 4.0 **COMPENSATION:** The Owner agrees to compensate the Architect for the LUMP SUM FEE of twenty thousand six hundred dollars (\$ 29,100.00) to perform the Basic Services described in Article 3.0. Progress payments for Basic Services in each phase shall total the following percentages of the total LUMP SUM FEE stated above: *[List amount, written percent, and numerical percent for each phase below.]*

Phase	Amount	Percent of Overall Fee
a. Schematic Design Phase	\$8,680.00	Percent (30%)
b. Design Services Phase	\$9,210.00	Percent (32%)
c. Construction Documents Phase	\$7,210.00	Percent (25%)
d. Bidding Phase	\$1,000	Percent (3%)
e. Construction Administration Phase	\$3,000	Percent (10%)
f. Total Basic Compensation	\$29,100.00	Percent (100%)

- 4.1 **Initial Payment:** An initial payment of seven thousand dollars and zero cents. (\$7,000.00) is due and owing contemporaneously with the execution of this Agreement. The initial payment shall be applied to the Final Payment.



4.2 **Reimbursable Expenses:** Reimbursable expenses shall be paid at the actual cost incurred by the Architect plus *[insert written percent]* twenty percent *[insert numerical amount]* (20 %).

4.3 **Other -**

5.0 **CONSULTANTS:** The Architect and Owner may each employ consultants to perform work on the project.

5.1 **ARCHITECT’S CONSULTANTS.** The Owner agrees to compensate the Architect for the cost of the consultants at the actual cost incurred by the Architect plus *[insert written percent]* ten percent *[insert numerical percent]* (10%). The consultants retained by the Architect may include, but are not necessarily limited to the following:

- 5.1.1 Structural Engineer
- 5.1.2 Mechanical Engineer included in Basic Compensation
- 5.1.3 Electrical Engineer included in Basic Compensation

5.2 **OWNER’S CONSULTANTS.** The Owner’s consultants may include, but are not necessarily limited to the following:

- 5.2.1 Surveyor included in Basic Compensation
- 5.2.2 Geotechnical Engineer *[Owner shall provide a current geotechnical survey for all new construction on the project site]*
- 5.2.3 Civil Engineer included in Basic Compensation
- 5.2.4 Environmental Consultant
- 5.2.5 Hazardous Materials Consultant
- 5.2.6 Traffic Consultant
- 5.2.7 Detailed Cost Estimating
- 5.2.8 *[Identify other consultant(s)]* _____

6.0 **ADDITIONAL SERVICES:** Owner requested services that are not part of the Architect’s Basic Services described in Article 3.0 above, shall be considered as Additional Services. The Owner hereby agrees to compensate the Architect for such Additional Services at the following hourly rates. *[List services or billing categories and associated hourly rates below.]*

<u>Service / Billing Category</u>	<u>Billing Rate</u>
a. Architect	\$150 per hour
b. Draftsman	\$90 per hour
c. Office Administrator	\$40 per hour



- 7.0 **PAYMENT DUE DATE:** Payments are due and payable thirty (30) days from the date of the Architect’s invoice. Amounts unpaid thirty (30) days after the date of the Architect’s invoice shall bear interest at the rate of *[insert written percent]* three percent per month *[insert numerical percent]* (3%/mo.) (unless such percentage of interest rate is impermissible under applicable law, in which case interest rate shall accrue at the maximum amount permissible under applicable law). The Architect shall invoice the Owner once a month. The Owner agrees that the Architect may suspend services without liability if payment is not received within forty-five (45) days of date of the Architect’s invoice.
- 8.0 **JOBSITE SAFETY:** The Owner hereby agrees and acknowledges that the Architect shall not be responsible for any construction means, methods, techniques, sequences, procedures, or safety precautions utilized on the project, since these are solely the responsibility of the Contractor.
- 9.0 **OWNER PROVIDED INFORMATION.** The Architect shall be entitled to rely on the accuracy and completeness of any information provided to the Architect by the Owner or the Owner’s consultants. The Architect shall not review said information for accuracy or completeness.
- 10.0 **HAZARDOUS MATERIALS.** The Architect assumes no responsibility or liability for the discovery or removal of any hazardous substances found at the jobsite.
- 11.0 **PERMITS AND APPROVALS.** It is the responsibility of the Owner to obtain all necessary permits and approvals for the project. The Architect shall assist the Owner in such endeavors as mutually agreed to in writing.
- 12.0 **TERMINATION.** This Agreement may be terminated by either party upon written notification to the other party via Time/Date Stamped Certified Mail or by personal delivery. The Owner agrees to pay the Architect for all services performed and all reimbursable expenses incurred, to the date of notification of termination.
- 13.0 **INCORPORATED DOCUMENTS.** The following documents are incorporated into this Agreement:
 - 13.1 **Terms and Conditions, ALA Document TC-OA-2020.**
 - 13.2 _____ *[list any other documents to be incorporated]*
- 14.0 **MISCELLANEOUS PROVISIONS.** This Agreement also includes the following provisions: *[List any miscellaneous provisions below.]*
 - a. _____
 - b. _____



15.0 If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

Architect and Owner hereby binds themselves, their partners, successors, assigns, subsidiaries, parent companies, affiliates and legal representatives to all of their obligations under the Contract Documents.

AGREED TO AND ACCEPTED BY

ARCHITECT:

Co Name E Dunay Design, LLC

By: *Elizabeth Dunay*

Print Name: Elizabeth Dunay

Title: Architect, RA 014615

OWNER:

Co Name:
**CITY OF CARTERSVILLE, a
Georgia municipal corporation**

By: _____

Matthew J. Santini, Mayor

Attested to:

By: _____

Julia Drake, City Clerk

TC-OA-2020 – Terms and Conditions -- Owner/Architect

CAUTION: THIS DOCUMENT HAS LEGAL CONSEQUENCES. ALA recommends that the parties seek the advice of their attorney(s) prior to executing or modifying this Agreement. By executing this Agreement, the parties assume sole and complete responsibility for the content contained hereinafter.

THE FOLLOWING TERMS AND CONDITIONS are hereby incorporated into the Agreement between the Architect and Owner:

COPYRIGHTS and LICENSES. The Architect and the Architect's Consultants shall each be deemed the respective authors and owners of any materials produced under this Agreement and shall retain all common law, statutory and other reserved rights, including copyrights. The Owner acknowledges that the Architect and the Architect's consultants have prepared said materials and agrees to limit use of the same to this site-specific project only. The Owner is granted a conditional nonexclusive license to utilize the materials produced under this Agreement on this Project on this project site only, which license is conditional upon payment in full to the Architect for all services performed or to be performed under this Agreement. The Owner's license may be revoked upon any breach of this Agreement. The Owner agrees to defend, indemnify, and hold the Architect and the Architect's consultants harmless from any causes of action, claims, losses, damages and expenses of any kind whatsoever, including reasonable attorney's fees, resulting from the unauthorized reuse of the Architect's and the Architect's consultants' materials.

DISPUTE RESOLUTION.

a. Mediation. Any disputes between Architect and Owner shall be subject to mediation as a condition precedent to arbitration or litigation. Mediation shall be administered by the American Arbitration Association in accordance with the applicable rules in effect as of the date of this Agreement. Nothing contained herein shall preclude the Architect from filing any lien arising out of the Architect's services to comply with notice and filing deadlines prior to resolution of the dispute.

If the parties do not resolve the dispute through mediation, the method of binding dispute resolution shall be one of the following:

Arbitration Litigation in the Superior Court of Bartow County to whose jurisdiction the parties hereby consent

b. Arbitration. If the parties did not make a selection above, arbitration shall be the default, and this paragraph shall govern. Arbitrations shall be subject to the Federal Arbitration Act. An arbitration shall address any claim, dispute or other matter in question arising out of or related to this Agreement that was not resolved by mediation, and shall be administered by the American Arbitration Association pursuant to rules in effect as of the date of this Agreement. A demand for arbitration shall be made in writing and delivered to the other party and to the American Arbitration Association prior to the expiration of the applicable statute of limitations. Both parties hereto consent to joinder, at the request of either party, with any other arbitration involving this Project and common questions of law or fact.

LIMITATION OF LIABILITY. The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorneys', and expert witness fees and costs, from any cause or causes, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total fee received for services rendered on this project. It is intended that this limitation apply to any and all liability or causes of action, however alleged or arising, unless otherwise specifically prohibited by law.

STATUTE OF LIMITATIONS PERIOD. The Statute of Limitations period shall commence to run on the Date of Substantial Completion of the project. In no case shall the Statute of Limitations period commence to run later than the date when the Architect's services are substantially completed.

VENUE. The parties agree to be subject to the jurisdiction of the County of *Barton*, State of *Georgia*. The laws of the State of *Georgia* shall govern the interpretation of this Agreement. If no selection is made, the laws of the locale of the Project shall apply and the venue shall be in the county where the Project is located.

MISCELLANEOUS.

- a. The Architect and Owner each bind themselves, their agents, successors, assigns and legal representatives to this Agreement. This Agreement may not be assigned without the written consent of the other party.
- b. Nothing in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the Architect or Owner.
- c. Each party hereto represents that it has all necessary licenses to perform the services contemplated by this Agreement.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Futura GIS Software License and Support Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	Futura Systems has evaluated our Electric system CAD data and provided the cost to provide software to migrate and store our existing Electric CAD data in an ESRI GIS environment. The agreement amount is \$132,237.50 and covers FieldPro inspection and staking systems, GIS/Staking/FieldPro training, and upfront licenses.
LEGAL:	Reviewed by Archer and Lovell

Meeting: July 2, 2024 Item9.



Quote #: Q-06602-1
Date: 6/20/2024
Expires On: 7/19/2024

Quotation

Futura Systems, Inc.

100 Ashford Center North Suite 360
 Atlanta, GA 30338
 Phone: (678) 906-2575
 Email: sales@futuragis.com

Prepared For
 Freddy Morgan
 City of Cartersville, Georgia
 1 N Erwin ST
 Cartersville, GA 30120
 fmorgan@cityofcartersville.org

Bill To
 City of Cartersville, Georgia
 PO Box 1390
 Cartersville, GA 30120

POINT OF CONTACT	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Rick Catanise		rickc@meridian.coop		Net 30

Monthly Recurring

QTY	NAME	DESCRIPTION	UNIT PRICE	EXTENDED
1	Futura GIS	Monthly- Product support	\$500.00	\$500.00
1	Futura Integration Support	Monthly - Integration support modules CIS, EA, Staking, OMS, IVR, AMI.	\$500.00	\$500.00
1	Futura Stake	Monthly - product support	\$303.06	\$303.06
1	Stake Base Support	Monthly base support for Futura Stake	\$250.00	\$250.00
1	Catalyst Webmap	Monthly - Browser web map monthly support	\$100.00	\$100.00
25	FieldPro Basic	Monthly - FieldPro Basic module	\$500.00	\$500.00
25	FieldPro Inspection	Monthly - Inspection module on iOS	\$500.00	\$500.00
Monthly Recurring Total Costs:				\$2,653.06

Other Software

QTY	NAME	DESCRIPTION	UNIT PRICE	EXTENDED
1	Microsoft Access	Required to run Futura Stake	\$0.00	\$0.00
Other Software Total Costs:				\$0.00

Services

QTY	NAME	DESCRIPTION	UNIT PRICE	EXTENDED
1	GIS Conversion	Upfront - GIS data conversion. GIS analysis is completed	\$68,087.50	\$68,087.50
1	GIS Server Configuration	Upfront - GIS server configuration and setup	\$850.00	\$850.00
1	Staking Configuration	Upfront - Setup and implementation services.	\$8,500.00	\$8,500.00

Meeting: July 2, 2024 Item9.

QTY	NAME	DESCRIPTION	UNIT PRICE	EXTENDED
1	FieldPro Inspection Form Configuration	Upfront - Creation of inspection forms and setup, 3 forms are included.	\$3,000.00	\$3,000.00
1	FieldPro Stake Configuration	Upfront - Configuration for Field Pro Stake	\$3,000.00	\$3,000.00
1	Indigo Assets Configuration	Upfront - Indigo asset management module setup and configuration for 2 named assets	\$5,000.00	\$5,000.00
1	Indigo Inspections	Upfront - Indigo Inspections module	\$5,000.00	\$5,000.00
1	Indigo Projects	Indigo Work order module set up and configuration	\$5,000.00	\$5,000.00
Services Total Costs:				\$98,437.50

Training

QTY	NAME	DESCRIPTION	UNIT PRICE	EXTENDED
32	GIS Training	GIS onsite training conducted on hourly basis	\$200.00	\$6,400.00
32	Staking Training	Desktop Stake onsite training conducted on hourly basis	\$200.00	\$6,400.00
15	FieldPro Training	FieldPro remote training conducted on hourly basis	\$200.00	\$3,000.00
10	Indigo Training	Indigo remote training conducted on hourly basis. Indigo AM and Indigo Inspections	\$200.00	\$2,000.00
3	Indigo Projects Admin Training	Virtual training for on-site administrator on Indigo Projects - hourly basis	\$200.00	\$600.00
2	Staking Training	FP Stake Online training conducted on hourly basis	\$200.00	\$400.00
Training Total Costs:				\$18,800.00

Upfront Licenses

QTY	NAME	DESCRIPTION	UNIT PRICE	EXTENDED
1	Catalyst License	Implementation associated with Catalyst widgets purchased.	\$5,000.00	\$5,000.00
1	FieldPro Standard Config	License for the FieldPro app.	\$10,000.00	\$10,000.00
Upfront Licenses Total Costs:				\$15,000.00

Monthly Recurring: \$2,653.06

Upfront Cost: \$132,237.50

ESRI Cost: \$0.00

City of Cartersville has an existing ESRI ELA. The Futura Project will require the following Licenses: ESRI ArcServer Standard, ESRI Server Components, (2) ESRI Desktop Standard for GIS, (3) ESRI Desktop Basic for Staking and (25) ESRI Arc Runtime for FieldPro Inspection/FieldPro Stake. An SSL Certificate is required to connect Catalyst and will be supplied by the City of Cartersville. SAP Crystal Reports and Microsoft Access are required for FuturaStake and will be supplied by City of Cartersville. \$500/month Licenses up to 25 FieldPro Basic Users. \$500/month Licenses up to 25 FieldPro Inspection users. \$3K for 3 Inspection Forms. Futura will configure (2) named Assets for use with Indigo Asset Management. All other assets will be added by Futura Professional Services.

Terms & Conditions

Pricing is valid for 30 days from the date above and does not include applicable sales tax or shipping charges. Upfront fees will be invoiced at the time of signature.

Meeting: July 2, 2024 Item9.

Prior to the expiration date, any quotation is subject to change by Seller at any time upon written notice to Buyer unless accepts Buyer's order within the aforementioned validity period.

Signature: _____

Effective Date: 07 / 01 / 2024

Name (Print): Freddy Morgan

Title: _____

Please complete DocuSign to finalize quote and notify Rick Catanise



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Tree Trimming Services Contract
DEPARTMENT SUMMARY RECOMMENDATION:	An RFP for tree trimming services was initiated by the Electric Department and they received (4) four qualified bids. A panel of four evaluated the proposals and have recommended that we enter into an agreement with Bison Tree Services to perform tree trimming maintenance and service for our Electric system. We ask for your approval to move forward with Bison Tree Services as our designated tree trimming servicer.
LEGAL:	Reviewed by Archer and Lovell



DALTON, GA

Tree Services Contract

Client Information:

Name: City of Cartersville Electric System

Address: 320 South Erwin Street Cartersville, Ga 30120

Phone Number: 770.387.5631

Email: tstorey@cityofcartersville.org or gsharpton@cityofcartersville.org

Tree Crew Information:

Tree Crew Company Name: Bison Tree Service

Address: 173 Broadacre RD NW Dalton, Ga 30721

Phone Number: 706.980.7226

Email: bison.tree.service@gmail.com

Services Requested:

- Tree Removal
- Pruning and Trimming City of Cartersville Utility Right of Way

Service Details:

1. Date of Service: Per client's request
2. Scope of Work: The Tree Crew will perform the agreed-upon tree removal, pruning, and trimming services as requested by the client.
3. Payment Terms: The city of Cartersville will be invoiced weekly. Hourly rates for labor and equipment attached.
4. Term of the contract: This contract is for one (1) year and can be renewed yearly upon mutual agreement for up to three (3) additional years.

5. Access: The Client agrees to provide access to the property on the scheduled date and time.

6. Insurance: The Tree Crew carries liability insurance and will take necessary precautions to prevent damage. The Client understands that certain risks are inherent in tree work.

Terms and Conditions:

1. Completion: The Tree Crew will complete the work in a professional manner and clean up all debris before leaving the premises.

2. Liability: The Tree Crew is not liable for damage caused by acts of nature or pre-existing conditions.

3. Additional Services: Any additional services requested by the Client not included in this contract will be billed separately.

4. The Addendum attached hereto shall become a part of this Contract, as if fully set forth herein.

Agreement:

By signing below, the Client acknowledges and agrees to the terms and conditions of this contract.

Client's Signature:

CITY OF CARTERSVILLE, a municipal corporation of _____ Date:
the State of Georgia: _____

By: _____
Matthew J. Santini, Mayor

Attested to by: _____
Julia Drake, City Clerk

Tree Crew Representative's Signature: Willy A. Date: 6-27-24

Print Willy Amador

RATES



173 Broadacre RD NW
Dalton, GA 30721

Quantity	Description	Hourly Rate
1 Labor	FM- Foreman	38.18
1 Labor	CTT- Climber	32.65
1 Labor	TT- Top Trimmer	34.72
1 Labor	GP- Ground Person	26.40
1 Labor	CDL- Driver/ Operator	30.50
2 equipment	Split Dump 2WD	\$9.22
2 Equipment	Aerial lift -2 WD – 60ft	23.28
2 Equipment	Aerial lift- 2 WD – 65ft	24.28
2 Equipment	Aerial Lift -2 WD- 75 FT	25.28
2 Equipment	TRLHD- Trailer – Tandem AXLE	6.96
2 Equipment	Tractor – 4WD- MIN 50 HP -	45.93
2 Equipment	Fuel, Bar Oil	6.80
2 Equipment	Drum Chipper 12”	8.71
2 Equipment	Drum Chipper W/winch 18”	15.50
2 Equipment	Pick Up 4x4 Crew Cab ¾ ton	17.46

ADDENDUM TO BISON TREE SERVICE CONTRACT

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

2. Any and all exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

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

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

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

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

7. This Agreement shall be governed by the laws of the State of Georgia, and venue and jurisdiction for any disputes shall be, the Bartow County Superior Court.

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

9. During the entire duration of this Agreement, Bison Tree Service must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

10. Bison Tree Service shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Bison Tree Service shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. “E-Verify” is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

11. Bison Tree Service expressly agrees to indemnify and hold harmless the City or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by Bison Tree Service or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give notice thereof to Bison Tree Service.

12. Bison Tree Service shall at its own expense, keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance.

13. Bison Tree Service shall not subcontract any task it is to perform under the terms of this Agreement without prior written consent of the City.

14. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Bison Tree Service, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the City and Bison Tree Service receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. This Agreement may be executed in counterparts, and each counterpart shall constitute an original.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BISON TREE SERVICE LLC

2 Business Name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals: see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
173 W BROADACRE RD NW

6 City, state, and ZIP code
DALTON GA 30721

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

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

or

Employer identification number

8	7	-	2	9	5	2	5	8	7
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Willis A.* Date ▶ *6-26-24*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.


Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-05-2021

Employer Identification Number:
87-2952587

Form: SS-4

Number of this notice: CP 575 A

BISON TREE SERVICE LLC
WILLY AMADOR MERCADO MBR
1707 LOWER KINGSBRIDGE RD
DALTON, GA 30721

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-2952587. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2023
Form 1065	03/15/2023
Form 944	01/31/2023

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

Control Number : 21256863

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Bison Tree Service LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/29/2021** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **10/04/2021**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 9/29/2021 3:15:53 AM

BUSINESS INFORMATION

CONTROL NUMBER 21256863
BUSINESS NAME Bison Tree Service LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 09/29/2021

PRINCIPAL OFFICE ADDRESS

ADDRESS 173 W. Broadacre Rd. NW, Dalton, GA, 30721, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
United States Corporation Agents, Inc.	1420 Southlake Plaza Dr., Morrow, GA, 30260, USA	Clayton

ORGANIZER(S)

NAME	TITLE	ADDRESS
Luis Alfredo Perez	ORGANIZER	173 W Broadacre Rd. NW, Dalton, GA, 30721, USA
Luis Perez , Sr.	ORGANIZER	173 W Broadacre Rd. NW, Dalton, GA, 30721, USA
Willy Amador	ORGANIZER	173 W Broadacre Rd. NW, Dalton, GA, 30721, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Luis Alfredo Perez
AUTHORIZER TITLE Organizer



CERTIFICATE OF LIABILITY INSURANCE

Meeting: July 2, 2024 Item 10.

06/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STARR-MATHEWS AGENCY 114 W. Cuyler St P.O. Box 1543 Dalton GA 30722-1543	CONTACT NAME: Kimberly Connolly PHONE (A/C. No. Ext): (706) 278-0707 FAX (A/C. No.): (706) 226-3535 E-MAIL ADDRESS: kconnolly@starrmathews.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Specialty Und. AM Best Rating: A+ INSURER B: Amerisafe Insurance AM Best Rating: A INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2024-25 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

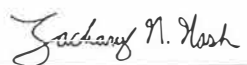
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CSU0181381	01/24/2024	01/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	CSU0192671	01/24/2024	01/24/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	AVWCGA3198332023	07/23/2023	07/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL: CSGA 437 12 13 - Blanket Additional Insured; GL: CSGA 4087 12 12 - WOS; Umbrella: CSCX 207 10 20; WC: WC9903 - Blanket WOS

CERTIFICATE HOLDER

CANCELLATION

City of Cartersville 135 W Cherokee Ave#217A Cartersville GA 30120	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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**COMMERCIAL EXCESS LIABILITY
CSCX 207 10 20**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPTIONAL COVERAGE TO ANY ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- A.** At the option of the first Named Insured only, and subject to the terms of this insurance, any additional insureds covered in the "controlling underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such additional insureds thereunder.

COMMERCIAL GENERAL LIABILITY
CSGA 4087 12 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - PER CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

COMMERCIAL GENERAL LIABILITY
CSGA 437 12 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 03 13 A

(Ed. 5-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

This premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
Name of person or organization

Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:
 Specific Waiver
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above persons(s) or organization(s) arising out of the operations described.

Blanket Waiver
The premium charge for this endorsement shall be 2 percent of the total manual premium arising out of the operations described.

4. Minimum Premium: \$ 250

5. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/19/2024

Policy No. AVWCGA3198332023

Endorsement No. 1
Premium:

Insured Bison Tree Service, LLC

Insurance Company AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by Willy A.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Structural Analysis for 19 N. Erwin Street Building
DEPARTMENT SUMMARY RECOMMENDATION:	To verify if the two existing walls of the old fire station can be saved, we need to hire Croft and Associates to work with a structural engineer to assist. The cost for this work is \$9,400 and is recommended for your approval.
LEGAL:	N/A



June 24, 2024

Mr. Dan Porta
City Manager
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120
dporta@cityofcartersville.org

**RE: Fee Proposal - Cartersville City Hall
Existing Building Structural Analysis**

Dan:

We are pleased to submit this proposal to provide Architectural and Structural services for the project referenced above. We appreciate the opportunity and look forward to working with you to accomplish this exciting project. This proposal is based on our discussions and requests from the Cartersville Historic Preservation Commission.

PROJECT SUMMARY

The project includes a Structural Analysis to assess the condition of the building façade for a portion of the existing building at 19 North Erwin Street, Cartersville, Georgia.

SCOPE OF SERVICES

Design services will include Structural Analysis of the portion of the existing building façade requested to remain.

Structural Analysis

The CROFT Team will visit the site to:

- Visually observe the interior and exterior of the first +-20 feet of the west end of the existing building facing North Erwin Street
- Assess the structural integrity of the existing conditions based on the visual observation of the targeted portion of the building

Deliverables for the Structural Analysis Phase will include:

- Field Report and Structural Remediation Recommendations

DESIGN ASSUMPTIONS

1. This proposal includes Field Observation and Report only. A separate proposal for design services will be prepared and submitted upon completion of this scope.
2. This proposal includes one (1) Site Visit and one (1) meeting with you and your staff to present the findings.
3. Construction cost project budgeting services are not included as a part of this proposal.
4. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis.

- 5. Attendance at meetings with code review officials and end users are not included in the base services of this fee proposal.
- 6. Reimbursable expenses are included in the professional fee.
- 7. This proposal is good for Thirty (30) days from the date of the proposal.

DELIVERABLES

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

SCHEDULE

Below is a proposed project schedule.

Field Observation: 1 day - within 1 week from Notice to Proceed (NTP)

Field Report: 1 week from Field Observation

PROFESSIONAL FEES

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

- Structural Analysis and Field Report \$ 9,400

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

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

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

Sincerely,

CROFT & Associates

Steve Defelippi, AIA, LEED AP
Business Unit Manager – Local Government

cc: Jim Croft

APPROVAL

Accepted by:
Matt Santini
Mayor, City of Cartersville

Signature

Date

Attest by:
Julia Drake
Cartersville City Clerk

Signature

Date



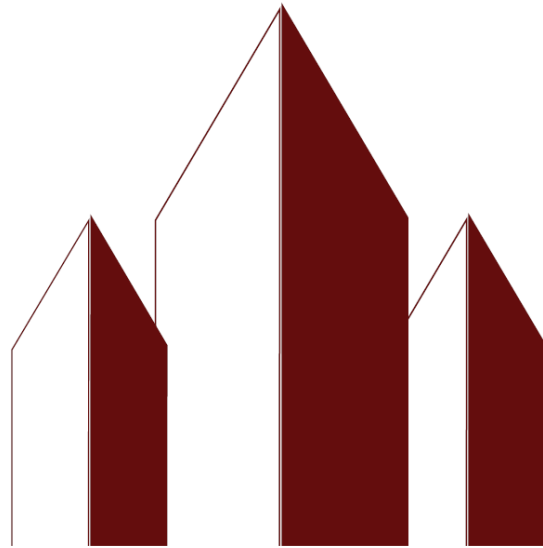
CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Water Department Cleaning Services Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department received bids for janitorial and cleaning services for the new Bob Jones Water Department Administrative Complex. The lowest bid, meeting all cleaning requirements was from Stratus Building Solutions, for a price of \$870.00 per month. This agreement requires a 12-month, renewable service contract.</p> <p>I recommend approval of this service agreement.</p>
LEGAL:	Reviewed by City Attorney



Meeting: July 2, 2024 Item 12.

1480 Shiloh Rd NW; Suite 100
Kennesaw, GA 30144
770-672-0318



Commercial Cleaning Proposal

Presented For:

City of Cartersville Water Department

Presented By:

Gary D. Graves | ggraves@stratusclean.com | 770-672-0318
www.stratusbuildingsolutions.com





1480 Shiloh Rd NW; Suite 100
Kennesaw, GA 30144
770-672-0318

June 14, 2024

City of Cartersville Water Department
ATTN: Yvette Moore
301 Douthit Ferry Road
Cartersville, GA 30120

Dear Yvette,

I would like to thank you for the opportunity to provide you with a customized Stratus Building Solutions cleaning and disinfecting proposal for your cleaning needs. After thoroughly measuring your facility, listening carefully to your requirements, and mixing in our professional knowledge of the industry, I think you will find this cleaning program to be detailed and inclusive.

You will find that our services are carried out consistently and, above all, with the highest standards of quality and safety in mind. All our services stress personal attention and supervision from our dedicated and certified franchise owners. As an additional feature, you will also receive the benefit of our formal customer service program- wherein our building specialists will regularly analyze your facility in person to ensure our quality standards are being firmly upheld.

We sincerely hope that you will give us the opportunity to prove ourselves to you. We know that with our unique combination of extremely competitive pricing and a robust emphasis on quality and reliability, we will be able to deliver exactly what we promise.

Your specifically tailored cleaning solution is on the following pages. If after reading, you have any questions or need to make any final adjustments, please feel free to call. Otherwise, all that is needed to get started is your signature.

Kindest Regards,

Gary D. Graves

Your Service Schedule

General Cleaning

Offices, Entrances, Reception Areas, Conference Rooms, Hallways, Common Areas, Lab areas, Training Area

Does not include warehouse area or are called "SECURE CAGE" area adjacent to warehouse area

	Every Clean	Weekly	Monthly
Dust horizontal surfaces - desk, credenza, counter and file cabinet tops	X		
Spot clean horizontal surfaces for removal of spots and spillage	X		
Entrance doors and internal glass partitions cleaned of fingerprints and smudges	X		
Clean and disinfect drinking fountains	X		
Empty all wastepaper receptacles	X		
Disinfect all telephone receivers and dust phone bases	X		
Disinfect light switches, light switch plate covers and door handles	X		
Polish all drinking fountains	X		
Replace waste receptacle liners	X		
High dusting up to 10 feet - air vents, tops of doors, door frames, ceiling corners			X





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Floor Care

Carpet, Ceramic Tile, Laminate

	Every Clean	Weekly	Monthly
Vacuum, sweep or dust mop all hard surface floors	X		
Vacuum all carpeted traffic areas and rugs	X		
Damp mop all hard surface floors	X		
Wall to wall vacuuming of carpeted areas			X
Detail vacuum carpet edges and corners along walls and partitions			X
Dust all baseboards			X



Restroom Cleaning

	Every Clean	Weekly	Monthly
Clean and disinfect countertops, washbasins, toilets, toilet seats and urinals and mirrors	X		
Clean and disinfect all dispensers, fixtures and mirrors	X		
Empty trash receptacles	X		
Empty sanitary napkin receptacle and disinfect	X		
Restock hand soap, paper products, and soap from customer stock	X		
Disinfect door handles and light switches	X		
Clean and sanitize outsides of dispensers and trash receptacles	X		
Polish all dispensers, fixtures and mirrors	X		
Replenish all soap and lotion dispensers	X		
Sweep and thoroughly mop the floor with germicidal solution	X		
High dust – tops of partitions, air vents, mirror frames and tops of doors			X
Clean and disinfect restroom partitions and walls around toilets and urinals			X





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Break Area

	Every Clean	Weekly	Monthly
Counters and tabletops cleaned with an approved disinfectant	X		
Fronts of counters and chairs cleaned	X		
Sinks cleaned with an approved disinfectant	X		
Outside of refrigerator and microwave wiped down (stainless steel cleaner to be used on the refrigerator)	X		
Inside of microwave cleaned	X		
Trash removed	X		
Coffee machines turned off	X		
Sink thoroughly scoured using a liquid cleanser	X		
Table bases and chair legs cleaned			X

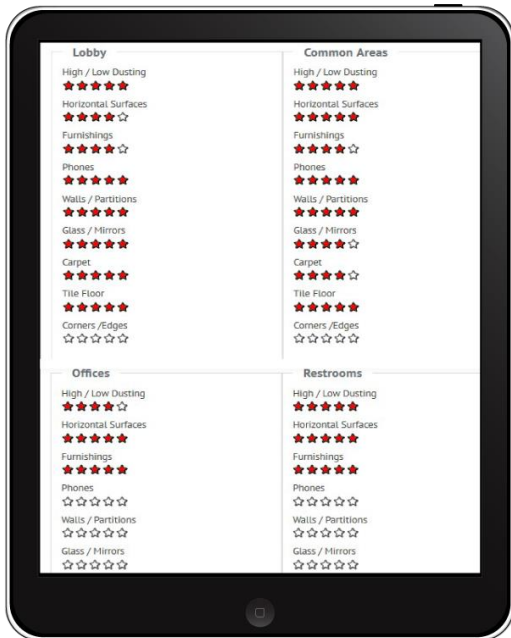


Our Promise to You

Professionalism and Quality

This is vital to achieving our ambitiously high standards and meticulous attention to detail.

- Certified cleaning professionals
- 50-Point quality audits performed routinely
- Close communication between providers, regional support office and you
- Uniforms and ID badges utilized by all staff
- Latest cleaning technology
- Effective green clean services



Reliability

Is imperative to achieve our 100% customer satisfaction pledge.

- Prompt service
- Fully trained and experienced staff
- Ample resources to tackle each job
- Emergency support available



Stratus Onboarding Process

- | | | |
|----------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proposal | 1 | <ul style="list-style-type: none">- After the initial appointment, a proposal will be drawn up to meet the requests and needs of your facility.- The proposal will outline each area that will be cleaned, the frequency of each cleans and the pricing. |
| Review | 2 | <ul style="list-style-type: none">- Client to review proposal and request any adjustments- Please take a moment to carefully review the contract and terms and conditions. |
| Signature | 3 | <ul style="list-style-type: none">- Once approved, Stratus will send a PandaDoc for electronic signature or you may send confirmed proposal to your Stratus contact.- We will set an approximate start date to begin services.- If your incumbent company has a contract in place, confirm exit plan and timeframe. |
| Walkthrough | 4 | <ul style="list-style-type: none">- Your Service Provider will coordinate with you on the work schedule and frequency of services at your facility.- If necessary, we can arrange for special services, like carpet cleaning or hard floor care at this time.- Keys and access codes will need to be provided by the client.- Both parties will exchange emergency contact information. |
| Service Begins | 5 | <ul style="list-style-type: none">- Schedule initial clean with extra time considerations.- Our operations team will conduct a quality audit after your initial clean to assure your needs are met. |
| Throughout Contract | 6 | <ul style="list-style-type: none">- Recurring quality audits will be conducted by our operations team.- Our services providers and operations team will be readily available to answer any questions and provide additional assistance as needed.- We will provide a log book, or determine the preferred method of communication, to ensure thorough flow of communication between our Service Providers and your designated contact person. |



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770-672-0318

Service Agreement

This Service Agreement dated _____, is made between **STRATUS BUILDING SOLUTIONS OF ATLANTA** ("STRATUS") and **City of Cartersville Water Department** ("CLIENT"). Both STRATUS and CLIENT agree that the STRATUS cleaning service will begin on _____ under the following terms and conditions.

1. CLIENT agrees to contract STRATUS to arrange for the performance of cleaning services according to the attached cleaning schedule. This Agreement is for twelve consecutive months without interruption. This Agreement will commence on the latter of the dates between the one designated on the signature page and the actual date services begin.
2. This Agreement is obtained by STRATUS for the performance by a STRATUS Franchisee who will comply with the terms and conditions of this agreement. The STRATUS Franchisee selected to service this CLIENT will be introduced prior to the start date of service.
3. The STRATUS Franchisee has successfully completed the STRATUS Brand Certification Program and carries all required certifications and insurance. The insurance carried by the STRATUS Franchisee names the CLIENT as an additionally insured.
4. Six of the nationally recognized holidays have been taken into consideration during the calculation of this proposal. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If work is performed on these days, additional charges may apply.
5. STRATUS will invoice CLIENT on the first day of each month, and CLIENT agrees to pay STRATUS the amount that is due and owed under the terms of this Agreement by the 10th of the month. Late payments will incur service and finance charges. In the event of default on payment, CLIENT agrees to pay any costs for collection and/or attorney fees incurred by STRATUS and/or STRATUS Franchisee.
6. This Agreement may be terminated for non-performance, and the Client must give the STRATUS and STRATUS Franchisee written notice, specifying in detail, the nature of any defect in performance. STRATUS and STRATUS Franchisee shall have thirty (30) days to cure specified defects. If the specified defects have not been cured at the end of the thirtieth (30) day, the Client shall notify STRATUS and STRATUS Franchisee in writing of failure to cure, and the agreement shall terminate thirty (30) days from date of said notice. All written notices must be timely and via certified mail. CLIENT shall also have the right to terminate within thirty days of election of a new City Council and/or Mayor.
7. CLIENT agrees to verbally notify STRATUS and STRATUS Franchisee of any non-performance issues, in detail, prior to written notification.
8. CLIENT agrees that during the term of this Agreement and within ninety (90) days after the termination of this agreement, they will not employ directly or indirectly any employees, agent representatives or franchisees associated with the STRATUS system.
9. This Agreement is for a term of one (1) year, and shall automatically renew on the anniversary date, with the same terms and conditions, unless either party shall give written notice of termination, at least sixty (60) days, but no more than ninety (90) days prior to said anniversary date.
10. Subsequent to the first anniversary of this Agreement, the price of this Agreement may be adjusted with mutual agreement by both Parties and at least 30 days written notice. If the Parties cannot agree on such adjustment, this agreement may be cancelled by either party with thirty days written notice.
11. Upon acceptance of the Agreement by STRATUS Franchisee, STRATUS may assign this Agreement to STRATUS Franchisee for performance of the cleaning services hereunder, but STRATUS of Atlanta will retain the right for billing and collection on behalf of STRATUS Franchisee.

Client Name: _____ Client Signature: _____

Client Title: _____ Date Signed: _____





1480 Shiloh Rd NW; Suite 100
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770-672-0318

Pricing Agreement

Both STRATUS OF ATLANTA and CLIENT do agree to all terms, conditions, cleaning schedule and pricing as outlined in this Agreement. Stratus will provide all the necessary cleaning chemicals and equipment. CLIENT will provide all paper products, hand soap replacement, liners for trash receptacles, etc. Upon request, Stratus can provide supplies ordered through our third-party supply partner.

Service provided: One Cleaning per Week

MONTHLY PRICING: \$870 per month

Any restrictions on what day(s) or times cleaning is needed: Weekend cleanings preferred

Initial clean to work through entire scope and stock up on cleaning equipment/supplies:
\$285.00

A FIVE PERCENT (5%) PROCESSING FEE WILL BE ADDED IF CLIENT CHOOSES TO PAY BY CREDIT CARD

Service Address:

301 Douthit Ferry Road
Cartersville, GA 30120

CLIENT

STRATUS OF ATLANTA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approximate Start Date: _____





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This proposal assumes that if it is granted, all parties will work together to maintain a mutually agreeable cleaning solution. We reserve the right to withdraw this proposal if it is not accepted within 30 days.

Reviews

Stratus is the absolute best cleaning company we have ever had. They are the Mercedes Benz of this industry. -David Barnes, Marietta Eye Clinics

Stratus Building Solutions Has worked for some of my business associates and done nothing but exemplary service. Their team was on time and efficient as they worked through the building and left all of my clients happy and appreciative. I would recommend this team to anyone looking for quality cleaning services for your office building, no matter the size. Additionally, during the COVID-19 pandemic, the Stratus team did phenomenal work with disinfection and cleaning for places that really needed that service. Again, I would recommend them to anyone. -Dave Young

Doug and his team have been great! They take care of our office here at State Farm in Kennesaw and it is always taken care of. -Rick Mottern State Farm

We had been looking for a better "bang for our buck" in a housekeeping solution for our office space, knowing that we would be expanding into our neighboring suite soon. Stratus came out to do a full evaluation and quote us a price. We were very pleased with their quote and all that would be included in their services. Communication has been great with our technician and with the home office. I have happily recommended them to three other businesses we work closely with. We are very satisfied and glad to have made the switch to Stratus several months ago! -Charity Gherardini NPSG Global

Frequently ordered items available but not limited to:

ITEM #	CAN LINERS	QTY
048151	24 x 23 - Clear - .35 Mil - 8-10 Gallon	500/CS
382801	24 x 32 - Natural - .3 Mil - 12-16 Gallon	1000/CS
386589	Glad® Tall Kitchen Drawstring Trash Bags, Gray	100 EA/BX
382184	33 x 39 - Black - .9 Mil - 33 Gallon	150/CS
023997	33 x 40 - Natural - 13 Mic - 33 Gallon	500 EA/CS
382742	40 x 46 - Black - 1.5 Mil - 40-45 Gallon	100/CS
382255	40 x 48 - Natural - 16 Mic - 40-45 Gallon	250 CS
382738	43 x 47 - Black - 1.5 Mil - 56 Gallon	100/CS
382741	38 x 58 - Black - 1.25 Mil - 60 Gallon	100/CS



380031	38 x 58 - Black - 2 Mil - 60 Gallon	100/CS
046992	Napkin Receptacle Liners, 7.5" x 3" x 10.5", Brown	500/CS
ITEM #	TOILET TISSUE	QTY
452024	Livi Bath Tissue White 2 Ply 96/500	96RL/CS
450002	Livi Select Bath Tissue 2 Ply 80/500	80 RL/CS
036881	JRT Preserve 9" Jumbo Roll Toilet Tissue 2 Ply 1000	12 RL/CS
322802	Discreet Toilet Seat Covers 1/2 Fold	1000/CS
ITEM #	PAPER TOWELS	QTY
469161	GP enMotion High Capacity Roll Towel, 1 Ply - Natural	6 RL/CS
047323	von Drehle Preserve Hardwound Roll Towels, 1 Ply - Natural	6 RL/CS
046663	von Drehle Preserve Hardwound Roll Towels, 1 Ply - White	6 RL/CS
045143	von Drehle Preserve Centerpull Towels, 1 Ply - White	6 RL/CS
458344	Pacific Blue Basic C-Fold Paper Towels, 240/PK	2400/CS
459008	Pacific Blue Basic Folded Paper Towel, 250/PK	4000/CS
470200	NetChoice Kitchen Roll Towels, 80 sheets/RL	30 RL/CS
ITEM #	HAND SOAP / SANITIZER	QTY
750042	AmeriClean Hand Sanitizer Gel, 8 oz - Aloe Scent	18/CS
756622	Moisturizing Hand Soap, Aloe	EA
744877	Safeguard Antibacterial Hand Soap Bulk Refill, Peach	2 GL/CS
756632	Skin-So-Soft Premium Liquid Hand Soap Refill, Bouquet Scent	4 GL/CS
ITEM #	ODOR CONTROL	QTY
772226	Wave 3D Urinal Deodorizer Screen, Orange, Mango	10 EA/BX
030627	Cleanshield Urinal Mat	6 EA/CS
767195	Claire Metered Mulberry Breeze Air Freshener	12/CS
359900	Rubbermaid Commercial Urn Sand, 5 lb - 1/Pack - Black	5 PK/CT



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Surplus Equipment
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Surplus and Sale of Fire trucks
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Our two newest fire trucks are almost ready to go into service for emergencies. At that time, we would like to surplus two of our older trucks. The first one is a 2001 Pierce Saber with the VIN # 4P1CTO2U4A001403, and the second one is a 2002 Pierce Saber with the VIN # 4P1CT02U12A002543. We'd like to sell these trucks to Union County for use by their volunteer fire department. Union County has shown interest in purchasing these trucks and has offered \$10,000.00 for each. They have assured us that these trucks would be put to good use and would greatly benefit the county. After researching their value through our Pierce Dealer and Fire Trader, we found that their fair market value ranges from \$5,000.00 to \$15,000.00 each. We propose to sell both trucks to Union County for a total price of up to \$20,000.00. If approved, we would then ask for authorization for the legal team to handle the sale of these surplus fire trucks in their current condition.</p>
LEGAL:	N/A



2001 and 2002 Pierce Saber Fire Apparatus



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	Appliance Package for Station 5
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully request approval to purchase the ten-piece appliance package for Fire Station #5 from Cartersville's Sam Franklin for \$18,049.90. This package includes all the necessary appliances except for the Gear Washer for protective equipment. Sam Franklin is our preferred vendor, as they can match the appliances we have installed in our other stations and are able to handle local maintenance warranties. This purchase falls within our construction budget under the FFE (Fixture, Furniture, and Equipment) line item.
LEGAL:	N/A



Sam Franklin's Home Furnishing
144 West Main St.
Cartersville GA 30120
-.770-382-1800 Fax: -.770-386-2971

CARTERSVILLE FIRE DEPARTMENT P.O. BOX 1390 CARTERSVILLE GA 30120 Phone: 770-387-5635 Wk:F 770.387.7413 Oth: Email: MBLEDSOE@CITYOFCARTERSVILLE.ORG	For:	Quote # 100844 Date: 06/26/2024 Salesperson: Sam Jr
** QUOTE ONLY **		Page 1 of 1

Qt.	Dprtmnt	Manf.	Item Number/Description	\$ Each	\$ Total	Comment
1	0 Inv.	Kitc	KODE300ESS DOUBLE 30" WALLOVEN	3999.99	3999.99	Order Take
1	Misc.		DISCOUNT	-400.00	-400.00	Take
1	0 Inv.	Kitc	KCGS956ESS GAS 36" COOKTOP	2049.99	2049.99	Order Take
1	Misc.		DISCOUNT	-200.00	-200.00	Take
1	0 Inv.	Whir	WUI95X15HZ ICE MACHINE	2499.99	2499.99	Order Take
1	Misc.		DISCOUNT	-250.00	-250.00	Take
1	0 Inv.	Kitc	KRBL109ESS REFRIGERATOR	2299.99	2299.99	Order Take
1	Misc.		DISCOUNT	-150.00	-150.00	Take
1	0 Inv.	Kitc	KRBR109ESS REFRIGERATOR	2299.99	2299.99	Order Take
1	Misc.		DISCOUNT	-150.00	-150.00	Take
1	0 Inv.	Kitc	KMBP107ESS BUILTIN 27" CONVECT MICROWAVE	2649.99	2649.99	Order Take
1	Misc.		DISCOUNT	-300.00	-300.00	Take
1	0 Inv.	Kitc	KDFM404KPS DISHWSHER	1349.99	1349.99	Take
1	Misc.		DISCOUNT	-350.00	-350.00	Take
1	0 Inv.	Whir	WRT311FZDZ REFRIGERATOR	1249.99	1249.99	Order Take
1	Misc.		DISCOUNT	-350.00	-350.00	Take
1	0 Inv.	Whir	WFW5605MC WASHER	1049.99	1049.99	Order Take
1	Misc.		DISCOUNT	-150.00	-150.00	Take
1	0 Inv.	Whir	WED5605MC DRYER	1049.99	1049.99	Take
1	Misc.		DISCOUNT	-150.00	-150.00	Take
Total					18049.90	

Invoice Notes:
 PROJECT: STATION# 5 / CARTER GROVE
 CONTACT: HAGEN CHAMPION / DEPUTY CHIEF /
 770-855-8726
 REQUESTED: DELIVERY TO JOBSITE IN THE BOX

The items and services agreed to on this account require a monthly payment with 1 1/2% monthly finance charge (a.p.r. 18%).

Customer Signature _____

www.samfranklins.com



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Equipment Trailer Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas System is requesting the purchase of a twenty-two foot, 8-ton, Better Built equipment trailer to support our recently approved fourth crew. Rinehart Equipment Co. of Rome, GA is the sole source provider in our area for this brand and type of trailer, and they submitted a bid of \$12,635.00 This is not a budgeted item but will paid for with Gas revenues and Council’s approval to accept this bid is recommended.
LEGAL:	N/A

BETTER BUILT TRAILER

DECK LENGTH: 18'

WIDTH: 82" INSIDE THE FENDERS.

TONGUE: 5' 6" CHANNEL @ 10.5# W/ LOCKING TOOL BOX

MAINFRAME: 7"x 4" x 3/8" ANGLE

CROSSMEMBERS: 3" CHANNEL ON 16" CENTERS.

FLOORING: OAK

COUPLER: 2-BOLT ADJUSTABLE PINTLE

JACK: 12,000 LB. DROP FOOT BOLTED ON

AXLES: (2) 8K (8,000 lb. CAP. EA.)

BRAKE: ELECTRIC 12 1/4" x 3 3/8"

TIRES: (4) 215/75R/17.5/16PLY

WHEELS: (4) 17.5 8 LUG

RAMPS 4" CHANNEL 5' ANGLE CLIMBER SPRING
ASSIST TAPER DOWN TO 2"

FENDERS: TREAD PLATE

LIGHTS & WIRE: LED/ SEALED WIRING HARNESS/
BREAK A WAY KIT W/ CHARGER/ALL DOT APPROVED.

INCLUDES: (3EA.) 5/8" D-RINGS PER SIDE/ 5 1/2" LIP AROUND

PERIMETER/22" LOADED DECK HEIGHT

PAINT: (2) COATS PRIMED: (2) COATS PAINT

STANDARD WEIGHTS: GROSS: 18,500 LBS.

AXLE: 8,000 LBS.

EMPTY: 3,500 LBS.

QUOTE 22 ft \$11950.00 PLUS FREIGHT \$350 = \$12,300.00

Optional Spare Tire and Mount Add \$335.00

Delivery 6 weeks ARO

Payment terms Net 30 Discount 3% Net 10



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Contractor Labor for Tapping and Stopping
DEPARTMENT SUMMARY RECOMMENDATION:	In order to install the natural gas service line for the SK Battery America project, we need to tap and stop two 12-inch line stopper fittings. The Gas System does not have the necessary tools or expertise for this operation, so we have requested a quote from the manufacturer's contractor, S.J. Patterson Company, LLC. They have offered to perform the tapping and stopping operation for \$28,962.00. S.J. Patterson has successfully completed similar operations and construction projects for the Gas System in the past. This cost is within our budget, and we recommend the council's approval of this quote.
LEGAL:	N/A



S. J. Patterson Company, LLC

209 South Lake Hills Ln.
Talladega, Al. 35160

Meeting: July 2, 2024 Item 16.

ESTIMATE

Date	Estimate #
6/11/2024	6869

Name/Address
City of Cartersville Gas System Post Office Box 1390 Cartersville, GA 30120 Michael Dickson

Item	Description	Qty	Cost	Total
PSDS.D.12	Prostopp Service, 12in Double	1	20,877.00	20,877.00
HT.SCP.02	HOT TAP, SET COMPLETION PLUG 2in	3	1,610.00	4,830.00
TRV.EQUIP.MOB	Mobilization f/ Service Equipment	1	2,265.00	2,265.00
TRV.MOB.DEMOB	Mobilization/Demobilization f/ Technician	1	990.00	990.00
AD.T.Day	Additional Days, Technician. Quote is based on one (1) Technician.	0	3,360.00	0.00
AD.E.Day	Additional Days, Equipment	0	2,580.00	0.00
AD.WE	Additional Days, Weekend	0	1,750.00	0.00
AD.Hour	Additional Hours, Quote is based on two (2) 10 hour days.	0	220.00	0.00
	Sales Tax		0.00%	0.00
T.D. WILLIAMSON PRODUCTS			Total	\$28,962.00

Signature _____

Phone #	Fax #	E-mail
205-612-1067	256-268-5613	steve@sjpatco.com



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	12-Inch Main Relocation
DEPARTMENT SUMMARY RECOMMENDATION:	<p>At the Council meeting on June 20, 2024, the City Council approved an easement for the construction of the project mentioned above with specific conditions. One of these conditions required the Gas System to move an existing 12” HP steel natural gas main that would conflict with future improvements to an existing driveway accessing the property owner’s parcel. The Gas System requested proposals for this relocation from three (3) contractors experienced in the construction of natural gas facilities. Two (2) proposals were received, and the lowest proposal of \$96,641.00 was submitted by Southeastern Natural Gas Services of Rome, Inc. of Lindale, Georgia. A tabulation of the proposals is attached. Southeastern Natural Gas Services of Rome, Inc. has successfully completed numerous projects for the Gas System in the past and is fully capable of satisfactorily completing this project. Therefore, the Gas System recommends that the City Council award the construction of this project to Southeastern Natural Gas Services of Rome, Inc. for a total amount of \$96,641.00. This is a budgeted item, and Council’s approval is recommended.</p>
LEGAL:	N/A

Memorandum

To: City of Cartersville City Council

cc: Matt Santini, Mayor
 Dan Porta, City Manager
 Michael Dickson, Gas System Director

From: Brian Friery, Assistant Gas System Director

Date: June 26, 2024

RE: Natural Gas Main Extension
 SK Battery America U.S. 411 Extension
 (12" HP Steel Main Relocation)
 Cartersville Project No. CP-23-001

By Council meeting dated June 20, 2024, the City Council approved an easement for the construction of the above referenced project with stipulations. One of these stipulations required the Gas System to relocate an existing 12" HP steel natural gas main in conflict with future improvements of an existing driveway accessing the property owner's parcel. The Gas System requested proposals for this relocation from three (3) contractors experienced in the construction of natural gas facilities. Two (2) proposals were received with the lowest proposal submitted by Southeastern Natural Gas Services of Rome, Inc. of Lindale, Georgia in the amount of \$96,641.00. Attached is a tabulation of the proposals.

Southeastern Natural Gas Services of Rome, Inc. of Lindale, Georgia has completed numerous projects for the Gas System in the past and is fully capable of satisfactorily completing this project. The Gas System, therefore, recommends the City Council award this proposal for the construction of this project to Southeastern Natural Gas Services of Rome, Inc. of Lindale, Georgia in the total amount of \$96,641.00. This proposal is for construction labor only and the materials and tapping and stopping labor for this project will be provided by the City and all have been previously approved by the City Council.

All affidavits required by O.C.G.A. §50-36-1 et. Seq. and O.C.G.A. §13-10-91 et. Seq. and DOL Rule 300-10-1-.02 have been duly executed and were provided with the proposal received.

TABULATION OF PROPOSALS

				1		2					
				Contractor:		S'eastern Natural Gas Serv. Rome, Georgia		Gunter Construction Co. Rome, Georgia			
				Estimate ¹ : \$0.00		BASE BID: \$96,641.00		BASE BID: \$156,344.33		BASE BID:	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	12-3/4" O.D.-.250" W.T., F.B.E. Coated, ERW X52 Steel Line Pipe (Installation Labor Only) (Line Pipe Provided by Owner)	290	L.F.			\$75.00	\$21,750.00	\$203.39	\$58,983.10		
2.	6-5/8" O.D.-.219" W.T., F.B.E. Coated, ERW X52 Steel Line Pipe (Installation Labor Only) (Line Pipe Provided by Owner)	45	L.F.			\$60.00	\$2,700.00	\$214.71	\$9,661.95		
3.	12" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P. (Stopper Fitting Provided By Owner) (Installation Only) (Tap & Stop Labor Provided by Owner)	2	Ea.			\$13,000.00	\$26,000.00	\$5,454.31	\$10,908.62		
4.	12" Line Valve Assembly, ANSI Class 300, 740# W.P. (Installation Labor Only) (Line Pipe Provided by Owner)	2	Ea.			\$13,000.00	\$26,000.00	\$6,545.18	\$13,090.36		
5.	6" Line Valve Assembly, ANSI Class 300, 740# W.P. (Installation Labor Only) (Line Pipe Provided by Owner)	1	Ea.			\$6,000.00	\$6,000.00	\$4,363.45	\$4,363.45		
6.	Connection to Existing 6" Steel	1	Ea.			\$9,000.00	\$9,000.00	\$6,233.50	\$6,233.50		
7.	Pavement Removed (Replacement Provided by the Owner)	15	S.Y.			\$25.00	\$375.00	\$124.67	\$1,870.05		
8.	Purge and Abandon In Place	150	L.F.			\$25.00	\$3,750.00	\$145.45	\$21,817.50		
9.	Silt Fence Type "B"	670	L.F.			\$0.50	\$335.00	\$8.95	\$5,996.50		
10.	Erosion Control Matting	1,260	S.Y.			\$0.10	\$126.00	\$5.24	\$6,602.40		

TABULATION OF PROPOSALS

				1		2					
				Contractor:		S'eastern Natural Gas Serv. Rome, Georgia		Gunter Construction Co. Rome, Georgia			
				Estimate ¹ : \$0.00		BASE BID: \$96,641.00		BASE BID: \$156,344.33		BASE BID:	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
11.	Permanent Grassing	1,500	S.Y.			\$0.07	\$105.00	\$1.36	\$2,040.00		
12.	Solid Rock Excavation	10	C.Y.			\$50.00	\$500.00	\$1,477.69	\$14,776.90		
BID PROPOSAL				Total:	\$0.00	Total:	\$96,641.00	Total:	\$156,344.33	Total:	

¹An estimate was not prepared for this project.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Yard Waste Garbage Cart Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Solid Waste Division of Public Works received two quotes from responsive garbage cart suppliers for 200-yard waste (green) carts. The best price is from Otto Environmental Systems for a total price (including shipping) of \$11,210.00.</p> <p>This is a budgeted item and Public Works recommends approval to purchase these garbage carts from Otto Environmental Systems.</p>
LEGAL:	N/A

Duramax Holdings LLC
DBA Otto Environmental Systems
12700 General Drive
Charlotte, NC 28273



Quote: 26065

Stacey Jones
City of Cartersville
PO Box 1390
Cartersville GA 30120-1390

Dear Stacey,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to City of Cartersville. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: June 20, 2024 - July 20, 2024

Line	Product	Description	Quantity	Net Price	Net Value
10	9955656-FI00C000H0-CARTERSGAY01	95G Edge Yard Waste Cart CARTERSGA (SK)	200 Each	52.35 USD / 1 Each	10,470.00 USD
		List Price		52.35 USD / 1 Each	10,470.00 USD
		Freight		740.00 USD	740.00 USD
Cart Style: 95 Gal Edge - Metal Bar/Bib/One Handle Cart Base Color: 56 - Green Lid Color: 56 - Green Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD SERIAL NUMBERS ON CARTS					

Total Item Net Value	10,470.00 USD
Freight	740.00 USD
Total	11,210.00 USD

Payment Terms: 30 days net

Incoterms: FOB Origin Freight Prepaid & Add (Dom), Origin

All Credit Card transactions are subject to a 2.5% processing fee.

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Shawn Newton

Shawn.Newton@otto-usa.com

Otto orders are assumed to ship when ready unless prior arrangements have been made in contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.

TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. ACCEPTANCE. All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. DELIVERIES. Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. RECEIVING DELAYS. If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. PRICES. Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. TERMS OF PAYMENT. Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. RETURNED GOODS AND CLAIMS. Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. CANCELLATION/CHANGES. Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. INDEMNIFICATION. Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
 10. SECURITY AGREEMENT. Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
 11. LIMITATIONS. Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
 12. GOVERNING LAW; JURISDICTION. This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 13. CUMULATIVE REMEDIES; WAIVER. Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.
 14. ENTIRE AGREEMENT. Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.
 15. SEVERABILITY. If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.
 16. ACCOUNT CREDITS. In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.
- AFFIRMATIVE ACTION.** This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Rev 5/12/19



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 4, 2024
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	GDOT PI No. 0016628, Grassdale Rd Improvements
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The City of Cartersville has been requested to submit a Sponsor’s Recommendation Letter for the Transportation Alternatives Program (TAP) grant process in conjunction with local endorsement of the project framework agreement (PFA) from GDOT. There has been \$3,506,749.00 approved for the construction and associated utility work through the Transportation Alternatives Program (TAP) grant. This grant is an 80/20 grant meaning the grant covers 80% of the total cost with there being a 20% local match between the City of Cartersville and Bartow County with each contributing \$350,674.90 or 10% of the overall construction costs.</p> <p>The Sponsor’s Recommendation Letter states that the City of Cartersville will retain the services of a consultant for construction oversight for \$193,440.00, which is proposed with Supplemental Agreement #4 through Southeastern Engineering. The \$193,440.00 for construction oversight will count towards the overall local match and will be a non-budgeted item that would be paid for by SPLOST and split evenly between Bartow County and the City of Cartersville.</p> <p>Public Works recommends approval of the Sponsor’s Recommendation Letter and Supplemental Agreement #4 to keep this project moving forward through bid award and construction.</p>
LEGAL:	N/A



July 2nd, 2024

Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308

Attention: Mark Lawing
Program Manager
Local Administered Projects Program

RE: Subject: Bid Results
Project Name: *Grassdale Rd Sidewalks & Drainage Improvements*
Project Identification Number: *PI# 0016628, Bartow County*

Mr. Lawing,

The *City of Cartersville* opened bids on the referenced project. The results are shown below.

	<u>Base Bid</u>	<u>Total</u>
<i>Backbone Infrastructure, LLC</i>	\$3,121,636.00	\$3,121,636.00
<i>Ohmshiv Construction, LLC</i>	\$3,430,850.10	\$3,430,850.10
<i>Summit Construction and Development</i>	\$3,643,203.47	\$3,643,203.47
<i>Wilson Construction Management</i>	\$3,856,802.00	\$3,856,802.00

The project’s low bidder, *Backbone Infrastructure, LLC* met the Disadvantage Business Enterprise (DBE) participation goal. We verified the DBE subcontractor(s) is/are certified and are being used in the areas of their certification. Notifications of project award letters from the general contractor to the DBE subcontractors and the DBE acknowledgment letters are attached.

The *City of Cartersville* requests authorization to award a construction contract to *Backbone Infrastructure, LLC* for \$3,121,636.00.

In addition to the construction contract amount, the City of Cartersville will retain the services of a consultant for construction oversight for the amount of \$185,008.00 and is also requesting \$10,000 for GDOT Construction Oversight. The City of Cartersville has also entered into a relocation agreement with Georgia Power whereby the City of Cartersville has agreed to pay up to \$190,105.00 of Georgia Power’s utility relocation cost associated with the referenced project. The total costs for construction of the project is \$3,506,749.00.

The construction phase federal funds requested is \$2,805,399.20 which is 80% of the total costs of \$3,506,748. We look forward to GDOT's approval of this request and the subsequent construction of our project. If you have any questions please call Steven Foy, Public Works Engineer at (770) 606-6993.

Sincerely,

Matt Santini
Mayor
City of Cartersville

Attachments

cc:

File

Wade Wilson, P.E., City of Cartersville Public Works Director

Steven Foy, P.E., PTOE, City of Cartersville Public Works Engineer

Tom Sills, AICP - Bartow County CBMPO Transportation Project Manager

Cory M. Pfau, P.E., Southeastern Engineering, Inc. Transportation Division Manager



2470 Sandy Plains Rd
Marietta, GA 30066
P (770) 321-3936
F (770) 321-3935

PROFESSIONAL SERVICES AGREEMENT

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

CLIENT: City of Cartersville
Attn: Steven Foy, PE, PTOE
Public Works Engineer
PO Box 1390 / 330 S. Erwin Street
Cartersville, GA 30120

PROJECT NAME: **GDOT PI No. 0016628, City of Cartersville Transportation Alternative Program (TAP) Sidewalks along Grassdale Road – Construction Engineering and Inspection**

PROJECT UNDERSTANDING

SEI understands that the City of Cartersville needs Construction Engineering & Inspection (CE&I) services for construction of the GDOT TAP Project PI 0016628 sidewalks along Grassdale Road.

SCOPE OF SERVICES

Task 1 – Construction Engineering and Inspection

SEI will perform Construction Engineering and Inspection (CE&I) for the entire project duration for the construction of sidewalk along Grassdale Road. SEI used the 365-day construction duration and 180 days for utility relocation to establish the CE&I fee. SEI assumed that during the 365-day construction duration period a Construction Inspector will work on average 3-days per week with oversight from a Construction Project Manager for ½ day ever two weeks. SEI assumed that during the 180-day utility relocation duration, a Construction Project Manager will work approximately 1 day per week. SEI will document all construction material installation for monthly payment. SEI inspectors will meet with the low bid awarded contractor for this project, on site each month before payment request is provided to the City of Cartersville so the SEI inspection staff and contractor agree on monthly pay applications. SEI inspectors will oversee all concrete pours, asphalt placement, and other items critical to the successful completion of the project. SEI inspectors will coordinate construction material testing with the GDOT Prequalified material testing company recommended by the City of Cartersville. All roadway construction material will be required to come from a qualified source and will be checked against the latest GDOT Quality Product List (QPL) listing. Also, SEI inspectors will ensure that the contractor is following the latest GDOT Standards and Specifications.

Task 2 – Construction Material Testing

A construction material allowance has been set up to use as needed for roadway construction material testing to be used by the GDOT Prequalified material testing company recommended by City of Cartersville. Construction Material testing will be completed to meet all minimum requirements set forth by GDOT and

when any new construction material is being used on the project for the first time, for instance concrete for curb and gutter and/or sidewalk. Once a construction material has initially successfully passed the testing, additional testing of certain roadway construction material will only be conducted if there is concern by the inspector of a particular roadway construction material.

COMPENSATION

PLEASE INITIAL EACH AUTHORIZED TASK BOX WHERE THERE IS A FEE:

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
<i>Task 1 – Construction Engineering and Inspection</i>	<i>\$193,440.00</i>	<i>Monthly, % Complete of Lump Sum</i>	
<i>Task 2 – Construction Material Testing</i>	<i>\$15,000.00</i>	<i>Monthly, % complete of Allowance</i>	
<i>Total</i>	<i>\$208,440.00</i>		

SCHEDULE

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

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

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

CLIENT _____ Signed _____ Name (Typed) _____ TITLE _____ DATE _____	SOUTHEASTERN ENGINEERING, INC. _____ Signed _____ Name (Typed) _____ TITLE _____ DATE _____
------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

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

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

<u>Environmental Personnel:</u>	<u>Rates per Hour</u>
Environmental Scientist 1:	\$ 85.00
Environmental Services Manager:	\$ 125.00
<u>Planning and Landscape Architecture Personnel:</u>	
Administrative:	\$ 60.00
Technician:	\$ 60.00
Land Planner:	\$ 125.00
Landscape Architect:	\$ 135.00
<u>Engineering Personnel:</u>	
Administrative:	\$ 70.00
Technician:	\$ 75.00
LiDAR/GIS Technician:	\$ 105.00
Remote Sensing Specialist:	\$ 125.00
Designer I:	\$ 75.00
Designer II:	\$ 95.00
Designer III:	\$ 115.00
Engineer I:	\$ 105.00
Engineer II:	\$ 125.00
Engineer III:	\$ 160.00
Project Manager:	\$ 175.00
Senior Project Manager:	\$ 185.00
Project Controls Manager:	\$ 115.00
Director/Principal:	\$ 250.00
<u>Hourly* Surveying Personnel:</u>	
Field Crew: (1 Man)	\$ 120.00
Field Crew: (2 Man)	\$ 180.00
Field Crew: (3 man)	\$ 230.00
Survey Technician 1:	\$ 85.00
Survey Technician 2:	\$ 105.00
Survey Technician 3:	\$ 120.00
Administrative:	\$ 70.00
<i>*Overtime rates = 1.5 x standard rates</i>	
<u>Salary Surveying Personnel (Overtime Exempt):</u>	
Survey Division Manager: (PLS)	\$ 195.00
Project Manager: (PLS)	\$ 160.00
Associate Project Manager: (LSIT)	\$ 130.00
Field Coordinator:	\$ 125.00

ATTACHMENT C

GENERAL CONDITIONS:

- A. ENTIRE AGREEMENT AND ACCEPTANCE: This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. SCOPE OF SERVICES AND EXTRA WORK: The scope of ENGINEER’s services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. The Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client’s defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge,

whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 2, 2024
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Lee Street and Etowah Drive Stormwater Engineering Services
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Several years ago, the City of Cartersville purchased property near the intersection of Etowah Drive and Lee Street by utilizing FEMA flood grants due to repetitive flooding of structures in this area. Though demolition of structures located on these properties has reduced the impervious area, it has been reported that flooding has occurred downstream of this city property. The city feels that additional measures may be taken to reduce impacts of floodwater during larger storm events. This will include a small regional pond that will also be used as a pocket park. To proceed with this concept, Public Works has reached out to a local design firm, Consolidated Technologies, Inc (CTI) for a proposal to perform engineering services design for storm drainage improvements and park design on this property.</p> <p>The attached agreement from CTI includes the development of civil documents and includes field investigations, survey services, design services, bid services and some miscellaneous construction assistance.</p> <p>The agreement for these services is \$45,000.00. Public Works would utilize America Rescue Plan Act (ARPA) Funds for this project. To qualify for these funds, we feel that this project would help our stormwater division “manage, reduce and recapture stormwater” drainage that would result in reduced flooding at this location. Therefore, this project would meet the requirements for eligibility of ARPA funds. This is a budgeted item.</p> <p>Public Works recommends approval of this agreement.</p>
LEGAL:	N/A

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____ 202__, by and between City of Cartersville Public Works, 330 S. Erwin Street, Cartersville, Georgia 30120 (hereinafter referred to as CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc, 1122 Riverfront Parkway, Chattanooga, TN 37402. (hereinafter referred to as CTI).

Whereas, the CLIENT now desires to engage CTI to perform certain professional services for the Etowah Drive Pocket Park and Stormwater Retention (hereinafter referred to as the project).

The services provided by CTI will include supplemental surveying, preliminary and final site design, post-construction stormwater management, and bid and award services.

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI shall be paid the following fees:

Service	Fee Basis	Fee
Surveying	Cost Plus	\$4,500.00
Preliminary Design and Layout	Lump Sum	\$14,000.00
Final Design and Layout	Lump Sum	\$11,000.00
Stormwater Management	Lump Sum	\$7,000.00
Bid and Award Services	Cost Plus	\$6,000.00
Misc. As-Requested Construction Assistance	Cost Plus	\$2,500.00
<u>Total Fee</u>		<u>\$45,000.00</u>

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary cost plus 110 percent of direct non-salary expenses.

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits and payroll taxes. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

- 5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
- 6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.
- 7. CTI will not proceed with performance of the following services, if applicable, unless all payments under this Agreement are current.
 - a. Submission of design documents to local or state regulatory authorities for approval.
 - b. Preparation of documents in connection with bidding or award of construction contracts.
 - c. Submission of record or as-built drawings following construction.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions and Appendix B, Scope of Services.

In witness whereof, both parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

ACCEPTED BY CLIENT:

CITY OF CARTERSVILLE
PUBLIC WORKS

BY _____

NAME _____

TITLE _____

DATE _____

(Insert here and on first line)

BY _____

NAME _____

TITLE _____

DATE _____

ACCEPTED BY CTI:

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY 

NAME Philip R. Schofield, P.E.

TITLE Vice President

DATE 3-21-2024

**APPENDIX A
GENERAL CONDITIONS**

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability, and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.
7. **Limitation of Liability.** In recognition of the relative risks and benefits to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$100,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Force Majeure.** If an event or circumstance beyond CTI's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of CTI, whether similar or dissimilar to any of the foregoing, that cause CTI delay or additional expense ("Force Majeure Event"), then CTI is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders CTI's performance impossible or impracticable, CTI has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, CTI will notify the CLIENT within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on CTI's performance, including its expected duration. CTI will use reasonable efforts to mitigate the impact of any Force Majeure Event on CTI's ability to perform under this Agreement.

APPENDIX A

10. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.
11. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the parties may pursue their respective remedies at law or equity, unless the amount in controversy exceeds \$250,000, in which case the matter shall be decided by arbitration. A panel of three arbitrators shall be required. The decision rendered by the arbitrators shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the arbitrators shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.
12. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.
13. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
14. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
15. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner if the project site is not owned by the CLIENT.
16. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
17. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
18. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
19. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
20. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
21. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
22. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia.
23. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B SCOPE OF SERVICES

I. SERVICES OF CTI

CTI will provide the following services in connection with the design and bidding of stormwater retention, drainage infrastructure, and roadway and street improvements for the Etowah Drive Storm Retention and Pocket Park.

A. Surveying

1. Provide topographic survey of the project site with survey of existing storm infrastructure to supplement City of Cartersville GIS Data.

B. Preliminary Design and Layout

1. Prepare scaled plans showing preliminary site improvements layout options utilizing existing City of Cartersville GIS Data.
2. Coordinate preliminary site improvements layout with the City of Cartersville.

C. Final Design and Layout

1. Prepare final site plan layout based on preliminary design to meet current City of Cartersville planning/zoning and design standards.
2. Prepare scaled plans showing existing and proposed conditions, including finished site grading contours, storm drainage retention and infrastructure, street improvements, and existing utility modifications required for construction of the storm drainage retention and pocket park. Plans will be suitable for permitting and bidding. Prepare specifications suitable for bidding.
3. Prepare standard details in accordance with City of Cartersville standards and ordinances.
4. Attend City of Cartersville Plan Review Meeting.
5. Provide appropriate number of copies of plans, specifications, and contract documents to be reviewed by CLIENT and regulatory agencies. The CLIENT will pay any review fees established by local or state agencies.

D. Stormwater Management

1. Hydrology design for storm water management in accordance with the City of Cartersville Post-Development Storm Water Ordinances and the Georgia Stormwater Management Manual (Blue Book).
2. Implement storm water control features into final scaled design plans and details.
3. Provide appropriate number of copies of plans, specifications, and contract documents to be reviewed by CLIENT and regulatory agencies. The CLIENT will pay any review fees established by local or state agencies.

E. Bid and Award Services

4. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences, and receive and process requests for bidding documents.
5. Issue addenda, as appropriate, to interpret, clarify, or expand the bidding documents.
6. Consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor[s]") for those portions of the work as to which such acceptability is required by the bidding documents.
7. Consult with the CLIENT and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the bidding documents.
8. Attend the bid opening; prepare bid tabulation sheets; and assist the CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

II. RESPONSIBILITIES OF CLIENT

The CLIENT will be responsible to:

- A. Provide all criteria and full information as to its requirements for the project.
- B. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI with data, reports, surveys, and other materials and information required for this project, except those included in CTI's scope of services.
- C. Acquire all land, easements, and rights-of-way as required for this project, including all surveys and document preparation associated with property and/or easement acquisition.
- D. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
- F. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
- G. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.
- H. Pay applicable permit and review fees assessed by regulatory agencies in connection with the project.
- I. Provide administration of grants and loans used to finance the project.
- J. Provide final inspections of house connections (taps) to satisfy the requirements of the Fort Oglethorpe inspection.

III. ADDITIONAL SERVICES

The following services are not included in the above scope of services but are available to the CLIENT from CTI as additional services subject to additional compensation.

- 1. Permitting beyond that described above.
- 2. Testing services or environmental assessments.
- 3. Resident Project Representation (RPR) during construction.