

CARTERSVILLE CITY COUNCIL MEETING

Council Chambers, Third Floor of City Hall Thursday, December 07, 2023 at 9:00 AM

AGENDA

COUNCILPERSONS:

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

Dan Porta

CITY ATTORNEY:

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

<u>1.</u> November 16, 2023

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

2. Z23-04. Mimosa Lane Residential Senior Living

FIRST READING OF ORDINANCES

- 3. Adult Entertainment Establishment
- <u>4.</u> Pouring License Requirements
- 5. Employee Benefits

SECOND READING OF ORDINANCES

- 6. Amendment to Georgia State Minimum Standard Plumbing Code
- 7. FY2023 Budget Ordinance Amendment

OTHER

8. Certified Election Results

BID AWARD/PURCHASES

9. Terrell Heights Stormwater Materials Purchase

CONTRACTS/AGREEMENTS

- 10. 2024 LMIG Paving Contract
- 11. GA Power Utility Relocation Cost Agreement
- 12. Dental Insurance Third Party Administration Agreement
- 13. Sixth Amendment to 178 W Main St Purchase and Sale Contract
- 14. First Amendment to the Cartersville Municipal Court Judge's contract

GRANT APPLICATION/ACCEPTANCE

15. GEMA/HS Grant Application

BID AWARD/PURCHASES

- 16. Cogsdale Annual Maintenance Invoice
- 17. Barracuda Email Archive Support Renewal
- 18. Fiber Pathway Installation Qcells Ingot
- 19. Pension Fund Investment Advisor Quarterly Invoice
- 20. Fire Station No.5 Transformer
- 21. Mini-Excavator Replacement
- 22. Construction Trailer Invoice
- 23. Joe Frank Harris Field Renovation
- <u>24.</u> Extrication Tools Purchase
- 25. Loose Equipment Purchase
- 26. RIT Pak III Purchase
- 27. Altitude Valve Installation
- 28. Annual Chemical Purchase Order

CHANGE ORDER

29. Lagoon Dredging Project Change Order

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 – <u>www.cityofcartersville.org</u>



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 7, 2023
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	November 16, 2023
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from November 16, 2023, have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting City Hall – Council Chambers November 16, 2023 6:00 P.M. – Work Session 7:00 P.M. – Council Meeting

WORK SESSION

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

Mayor Santini closed Work Session at 6:23 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 Roth.

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; Taff Wren, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, City Attorney.

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. November 2, 2023, Council Meeting Minutes

Council Member Hodge made a motion to approve the November 2, 2023, Council Meeting Minutes. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

PUBLIC HEARING: 1ST Reading of Zoning/Annexation Requests

2. Z23-04: Mimosa Lane Residential Senior Living Applicant: Windsong Properties

Randy Mannino, Planning and Development Director stated the applicant proposes to rezone three properties totaling 3.2 acres from M-U (Multiple Use) to RSL (Residential Senior Living) for the development of an age restricted community. This proposed RSL acreage would be combined with the existing 6.06 +/- acres previously rezoned to RSL on Z18-05. Based on the review by city departments, staff does not oppose the proposed zoning for Residential Senior Living (RSL). The remaining 0.69 acres on Lot 1 and zoned M-U should maintain the 8 unit/ac condition for multi-family developments. Planning Commission recommended approval.

The public hearing was opened.

Brandon Bowen, 15 S. Public Square, came forward to represent Windsong Properties and continued by stating that the proposal would offer a lower traffic impact due to the age restricted living units.

Mark Carruth, Roswell, GA., CEO of Windsong Properties, came forward to give an overview of the project and product they are proposing.

With no one else to speak for or against the application, the public hearing was closed.

This was a first reading and will be voted on at the next meeting scheduled for December 7, 2023, at 9:00AM.

RESOLUTIONS

3. Resolution for MGAG Member Elective Price Hedging

Brian Friery, Gas Department Assistant Director, stated on September 1, 2023, the City of Cartersville became a member of the Municipal Gas Authority of Georgia to manage the City's natural gas supply. As a benefit of being a member of MGAG, the city has the option to be part of MGAG's natural gas price hedging programs known as Member Elective Price Hedging.

These programs were developed to manage price risk associated with natural gas prices giving the Member an opportunity to lock in future prices for natural gas purchases. Since these programs typically have a time limit associated with the natural gas purchases, the purpose of this resolution is to allow the City Manager, Gas System Director, or Assistant Gas System Director to execute the elective forms, transaction confirmations and any other documents, agreements or instruments associated with any Member Elective Price Hedging contemplated by this resolution. The Gas System recommends Council approval of this resolution.

Council Member Fox made a motion to approve the Resolution for MGAG Member Elective Price Hedging. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Resolution # 38-23

BID AWARD/PURCHASES

4. 2024 Georgia UPC Annual Membership Fee

Mr. Friery stated the Gas Department is required by state law to be a member of the Georgia Utilities Protection Center. This is our annual membership fee invoice in the amount of \$15,986.57. This is equally split between all the city utility departments. This is a budgeted item and Council's approval of this invoice was recommended.

Council Member Roth made a motion to approve the 204 Georgia UPC Annual Membership Fee. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

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Council Member Wren made a motion to add three (3) items to the agenda. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

5. 500kVA Transformer Purchase

Derek Hampton, Electric Department Director, stated the Electric Department is requesting authorization to purchase a 500kVA/480-volt transformer to serve a recent customer-choice win. Due to the customer's desired timeline, we could only find one vendor that could provide the transformer in are reasonable timeframe. Approval was recommended to order the transformer from JCL Energy for \$43,750.00.

Council Member Roth made a motion to approve the 500kVA Transformer purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

6. 750kVA Transformer Purchase Cancellation

Mr. Hampton stated that Council originally approved the purchase of these two 750kVA transformers at the 10/20/2022 council meeting. Unfortunately, the vendor, Transformer Network, Inc., failed to deliver the order, and caused our customer additional hardship. We've had to secure new bids and start the process over with a different selection of vendors. It was requested to cancel the approval of the purchase of (2)-750kVA transformers that was previously granted.

Council Member Fox made a motion to approve the 750kVA Transformer Purchase Cancellation. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

7. 750kVA Transformer Purchases

Mr. Hampton stated the Electric Department needs to purchase (2) 750kVA Transformers for an industrial customer's expansion. Three bids were received and deemed the bid from Solomon Transformer to be the best bid based on price and delivery time. Authorization was requested to purchase the two units from Solomon Transformer for a total of \$69,774.00. This is a budgeted expense.

Council Member Wren made a motion to approve the 750kVA Transformer Purchases. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

ADDED ITEMS

8. 300kVA Transformer Purchase Cancellations

Mr. Hampton stated that Council originally approved the purchase of sic 300kVA transformers at the 10/20/2022 Council Meeting. Unfortunately, the vendor, Transformer Network, Inc., only delivered four units that were working, and they were not close to our specifications. Fortunately, there were two units in stock to finish the job, but that eliminated the stock. New bids were requested to start the process over with different vendors. It was requested to approve the purchase of two remaining 300kVA transformers that was granted.

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Council Member Wren made a motion to approve the 300kVA Transformer Purchase Cancellation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

9. 300kVA Transformer Purchase

Mr. Hampton stated that the Electric Department needs to purchase two (2) 300kVA Transformers. One is for stock and the other is for the new Water Department Headquarters building. Three bids were received and deemed the bid from Solomon Transformer to be the best bid based on price and delivery time. It was requested to approve the purchase of two units from Solomon Transformers for a total of \$69,774.00.

Council Member Roth made a motion to approve the 300kVA Transformer Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

10. Allocation of TPD Funds

Hannah Cook, Art in Bartow Director, stated Art in Bartow is requesting the allocation of Tourism Product Development funds in the amount of \$9,800.00. This money will go towards the installation of 18 frames (4'x2'x6") on the columns under the bridge. The frames will be powder coated black metal and they will allow for interchangeable art to be displayed under the bridge. Artwork will be reproduced with permission of the artist and printed on coroplast for display. Downtown Cartersville and the CBCVB have agreed to split the cost of printing/providing the artwork. Staff recommended approval of this request.

Council Member Wren made a motion to approve the Allocation of TPD Funds. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 6-0

11. Sports Complex Lighting

Steve Roberts, Parks and Recreation Director, stated Parks and Recreation is requesting approval to purchase lights for Fields one and two at the Sports Complex, which were excluded in the last round of upgrades. Sourcewell, the purchasing entity, is being utilized to purchase the lights from the preferred vendor, Musco Lighting. The lights currently in use on the remaining fields are Musco, which would allow staff to control all the lights using the same system through the Musco App. The scope of work for this project includes removing and replacing the existing lights and poles with new concrete poles, LED lighting, wiring, and monitoring. The total cost is \$310,000.00, and it is a budgeted request.

Council Member Hodge made a motion to approve the Sports Complex Lighting. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

12. Wellness Program for 2024

Dan Porta, City Manager, stated for the past five years, city employees, excluding fire personnel, have been required to have a biometric screening done and one follow up visit with a health coach. This service has been provided by Corporate Health Partners (CHP) and for 2024 they have proposed the cost for this same testing to be \$99.00 per employee, plus \$2,500.00 in

management fees. For 237 participating employees, plus a management fee, this totals \$25,963.00 which if approved, can be paid from the \$60,000.00 wellness credit given to us by Anthem (BCBS) Insurance. In addition to the annual health screenings, we would like to have CHP provide some nutrition and step challenges to encourage employees to better health. The estimated costs for these programs are \$7,500.00 bringing the potential total cost for all programs from CHP for 2024 to \$33,463.00.

Council Member Fox made a motion to approve the Wellness Program for 2024. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 6-0

13. WPCP Instrument Service

Sidney Forsyth, Water Department Director, stated annual calibration and service is required of both in-line and bench-top instrumentation at the Water Pollution Control Plant to control and optimize plant operations. This service is provided by the instrument manufacturer, Hach, and is an annual service agreement including calibration, preventive maintenance, repair labor, and service calls. Hach has provided a quote of \$17,410.65. Approval was recommended of this annual service agreement. This is a budgeted expense to be paid from account #505.3330.52.2361.

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

14. Land Application Farm Tree Clearing

Mr. Forsyth stated on September 7, 2023, the City Council approved land clearing services for the city owned biosolids land application site on Wade Road in Taylorsville. The contract was awarded to Hickory Ridge Land Management, LLC for \$1,000.00 per acre, totaling \$200,000.00. As the project has progressed surveys have determined that up to an additional 100 acres will need to be cleared due to overgrowth in some previously permitted areas. As Hickory Ridge was the lowest responsive bidder previously, we requested a quote to add the additional 100 acres to their scope of work. They have agreed to do this for the same unit cost of \$1,000.00 per acre. It was recommended to award the work to Hickory Ridge Land Management LLC for a cost not to exceed an additional \$100,000.00. This is not a budgeted expense, but funds are available from Water Department Revenues.

Council Member Wren made a motion to approve the Land Application Farm Tree Clearing. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

15. Valve Manhole Installation

Mr. Forsyth stated during the AMI meter changeout at the Anheuser Busch plant, one of the city valves in the vault broke. The leakage is relatively minor but does need to be addressed. As this repair will require the brewery to be completely shut down, including fire service lines, we have scheduled the repair for the Friday after Thanksgiving Day, during the scheduled plant shutdown. To accomplish this work, we will need a buried 24-inch valve supplying the brewery to be accessible. For this purpose, a quote from C.H. Kirkpatrick and Sons was requested for the work, and a price of \$13,500.00 was received. This is budgeted maintenance to be paid from acct #505.3320.52.2380.

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Council Member Roth made a motion to approve the Valve Manhole Installation. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

ENGINEERING SERVICES

16. Water and Sewer Specifications Update

Mr. Forsyth stated the approved specifications for water and sewer system development require updating to reflect current industry regulations, practices, material and technology advancement. Croy Engineering has provided a proposal to review and update these specifications and standard details for a cost of \$15,000.00. Approval was recommended of the Engineering Services Agreement with Croy Engineering and the associated task order for this work. This is a budgeted expense to be paid from account #505.3320.52.1360.

Council Member Fox made a motion to approve the Water and Sewer Specifications Update. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

17. WPCP Expansion Engineering

Mr. Forsyth stated the Water Department, in conjunction with its engineering consultant, Hazen & Sawyer has completed a capacity evaluation of the Water Pollution Control Plant. The rate of development in both the City and Bartow County which utilize the City's treatment plant for wastewater disposal; including residential, commercial, and industrial developments, were evaluated against the current treatment capacity of the plant. We have determined that a 10 million gallon per day (10 MGD) expansion is appropriate and necessary to ensure treatment capacity and regulatory compliance when considering a 20-year planning horizon. Hazen has given a proposal of \$1,850.000 to provide engineering services through 30% design, including CMAR procurement, permitting assistance, surveying and field services, and industrial user support. This is a budgeted expense to be paid from account #505.333.54.1320.

Council Member Fox made a motion to approve the WPCP Expansion Engineering. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 6-0

CONTRACTS/AGREEMENTS

18. Art Donation

Mr. Porta stated the Family of Don Kordecki has requested to donate art titled "Celebrate the Arts with Don Kordecki" to the City of Cartersville. The statue is to be placed in the Shakespeare Garden, located downtown.

Council Member Cooley made a motion to approve the Art Donation. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 6-0

ADDED ITEM

19. Plumbing Code Resolution

Keith Lovell, City Attorney, stated the resolution presented was to amend the Georgia State Minimum Standard Plumbing Code.

This was a first reading and would be voted on at the next City Council Meeting scheduled for December 7, 2023, at 9:00AM.

FIRST READING OF ORDINANCES

20. FY2023 Budget Ordinance Amendment

Tom Rhinehart, Finance Department Director, stated after Completion of the Fiscal Year 2022-23 close, the General Fund, Special Revenue funds, and the SPLOST Fund's budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds. Approval was recommended of the ordinance amendment.

This was a first reading and would be voted on at the next City Council meeting scheduled for December 7, 2023, at 9:00AM.

FINANCIAL REPORT

21. September 2023 Financial Report

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

ADJOURNMENT

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

Meeting Adjourned at 7:31 P.M.

/s/ _____

Matthew J. Santini Mayor

ATTEST:

/s/ ____

Julia Drake City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 7, 2023	
SUBCATEGORY:	Public Hearing - Second Reading of Zoning/Annexation Requests	
DEPARTMENT NAME:	Planning and Development	
AGENDA ITEM TITLE:	Z23-04. Mimosa Lane Residential Senior Living	
DEPARTMENT SUMMARY RECOMMENDATION:	 Rezoning of approx. 3.2 acres from M-U (Multiple Use) to RSL (Residential Senior Living) for the development of an age restricted community. This proposed RSL acreage would be combined with the existing 6.06 +/- acres previously rezoned to RSL on Z18-05. Based on the review by city departments, staff does not oppose the proposed zoning for Residential Senior Living (RSL). The remaining 0.69 acres on Lot 1 and zoned M-U should maintain the 8 unit/ac condition for multi-family developments. Planning Commission recommended approval. 	
LEGAL:	N/A	

ZONING SYNOPSIS

Petition Number(s): <u>Z23-04</u>

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant:	Windsong Properties
Representative:	Brandon Bowen
Property Owner:	Cartersville Land Holdings, LLC
Property Location:	<u>1001 N. Tennessee St. &</u> <u>8 and 10 Mimosa Lane</u>
Access to the Property:	Tennessee St and Mimosa La.

Site Characteristics:

Property Size: Acres:	Lot 1: 2.16 +/-	District:	4 th	Section: 3 rd	LL(S): <u>239</u>
	Lot 2: 0.72 +/-	District:	4 th	Section: 3 rd	LL(S): <u>239</u>
	Lot 3: 0.39 +/-	District:	4 th	Section: 3 rd	LL(S): 239
	Lot 4: 5.77 +/-	District:	4 th	Section: 3 rd	LL(S): 239/240
	Lot 5: 0.29 +/-	District:	4 th	Section: 3 rd	LL(S): 239/240

Total: 9.33 +/- (Application states 9.4 ac)

Ward: 1 Council Member: Kari Hodge

LAND USE INFORMATION

Current Zoning:	Lot 1: M-U* (Multiple-Use w/ conditions) & RSL (Residential
	Senior Living)
	Lot 2: M-U (Multiple Use)
	Lot 3: M-U
	Lot 4: MU / RSL. Approx. 0.20 of 5.77ac is in the MU district
	Lot 5: MU/ RSL. Approx. 0.03 of 0.29ac is in the MU district

All Tracts Proposed Zoning: <u>RSL (Residential Senior Living)</u> Proposed Use: <u>Single Family attached, 55+ age restricted community</u>

Remaining 0.69 acres of Lot 1 to maintain current zoning- M-U with conditions.

Current Zoning of Adjacent Property:			
North:	R-15 (Single Family Residential) & M-U (Multiple Use)		
South:	<u>M-U</u>		
East:	M-U & RSL		
West:	R-15 and M- U		

The Future Development Plan designates the subject property as: <u>Transitional Use Area &</u> <u>Tennessee St. Corridor.</u>

The Future Land Use Map designates the subject property as: <u>Low-Medium Density</u> <u>Residential & Commercial, Mixed-Use.</u>

ZONING ANALYSIS

Project Summary:

The applicant proposes to rezone three properties totaling approx. 3.5 acres from Multiple Use (M-U) to Residential Senior Living (RSL) for the development of a single family attached, 55+ age restricted community. The M-U portion (approx. 0.20 of 6.0ac) of two additional properties is also proposed to rezone from M-U to RSL. The 3.5 acres would be combined with the existing 5.8+/- acres to the east already zoned RSL to create a 9.4 +/- acre development (Site survey shows 9.33 acres). The existing 5.8 acre tract was rezoned to RSL per Z18-05.

Z18-05 also changed the lone zoning condition for the property identified as 1001 N. Tennessee St. by increasing the multi-family unit density from six (6) units/ ac to eight (8) units/ac. No changes to this condition are proposed on this application. If apartments were to be developed on this remaining 0.69 acre tract, the total number of units allowed would be limited to four (4) units under the current zoning condition.

Survey plats and a concept plan have been submitted with the application. The following are proposed:

- 73 units grouped in blocks containing 4 to 8 units.
- Proposed unit dimensions are approx. 28' x 50' (1,400sf)
- Single car garages.
- Clubhouse/ amenities area.
- Green space.
- One entry point on Wildwood Dr.
- An Owners Association will be required.

The original concept site plan from Z18-05 is included for reference.

Sub-	General			
section	Standard	Allowed	Proposed	Difference
6.8.4	A concept plan shall be submitted with the application for rezoning to the RSL district, which shall include, but not be limited to:			RSL district, which
	Parking Utility Location		These items not concept, but spa address these it comments durin 	ace does exist to ems and other review
	Setback Design Reflective of development regulations			Γ
6.8.5				
A	Height Regulations	SF attached-35ft or 2.5 stories; SF Attached- 45ft or 3.5 stories.	Concept elevation meets requirement.	
В	Min. lot per dwelling unit	SF Detached- 3,000sf; SF Attached- 1,600sf.	N/A	
С	Maximum Density	SF Detached- (6) un/gross ac; SF Attached- (10) un/ gross ac.	73 proposed (7.3 un/ac). 93 allowed (9.33 ac x 10 un)	
D	Min. Lot Frontage	SF Detached- 35ft, except cul-de- sacs. Cul de sacs- 20ft. SF Attached (Other)- 20ft.	NA	
E	Min. Lot Width	SF Detached- 35ft, except cul-de- sacs. Cul de sacs- 20ft. SF Attached (Other)- 20ft.	NA	
F	Min. Lot Depth	80 ft.	NA	
G	Min. Dev. Area	5 Acres	9.33	+ 4.33
Н	Min. Heated Floor Area	1,000 sf.	1,200sf (estimated)	
I	Setbacks			
1	Front Yard	10 ft.	Per plan	
2	Side Yard	SF Detached- 2.5ft from any portion of the building including overhang. SF Attached- 10ft as measured from the end of each row.	Per plan	

Zoning Ordinance. Article VI- Single Family Dwelling District Regulations Sec. 6.8. - RSL Residential Senior Living District Requirements

Sub-	General			
section	Standard	Allowed	Proposed	Difference
3	Rear Yard	20 ft.	Per Plan	
J	Landscape Buffer	10ft buffer around all property lines defining common space. Provide screen as needed per Sec. 4.17.	Per Plan.	
К	Accessory Use, Buildings and Structures	Per Sec. 4.9		
L	Other Standards			
1	A mandatory Owners Association	Declaration of CCRs, rules and regulations required.	To Be Provided	
2	Principal Structures	50% exterior finish to include bricks, stone, stucco, fiber cement siding	Plan Review	
3	Metal Panel Finish	Not allowed on buildings exceeding 150sf.	Plan Review	
4	Max. Attached Units	A Max. of (6) units side by side	4 to 6 unit groupings proposed	
5	Buffers	May be included within required setbacks; If required buffer is greater than setback, adhere to buffer dimension.	Per Plan	
6	Min. Dwelling Units	A min. of (3) dwelling units in a row.	ОК	
7	Parking	(2) spaces required per dwelling. Driveway parking counts as (1) space.	Space appears available	
8	Frontage, Roads and Driveways.	Lots must front a private or common driveway or public ROW; Common driveways may serve only (4) lots or (6) units; Common driveways must be a min 24 ft. wide	New street is proposed	
9	Open Space	Min. 10% of overall property.	Space appears available	

<u>City Departments Reviews</u>- A concept plan review with city departments was held on Sept. 26th.

Electric: Takes No Exception

Fibercom: No comments received

Fire: No comments received.

Gas: Takes No Exception

Public Works: Takes No Exception

Water and Sewer: Takes No Exception

City School District: No comments received

Public Comments:

None received as of 10-31-23.

STANDARDS FOR EXERCISE OF ZONING POWERS.

 The existing land uses and zoning of nearby property.
 The zoning and land use of adjacent properties is generally a low impact commercial use in the M-U zoning or a residential use in the R-15 or M-U districts.

2. The suitability of the subject property for the zoned purposes.

The 8 and 10 Mimosa Lane properties contain older homes used as residences. The 1001 N Tennessee St. property is undeveloped and appears to have been an agricultural field. A house was demolished between 1993 and 2000. As zoned the properties are suitable for the current use and many other uses under the M-U zoning.

- The relative gain to the public, as compared to the hardship imposed upon the individual property owner.
 Senior living communities seem to be in high demand. This will provide another housing option within the city limits.
- 4. Whether the subject property has a reasonable economic use as currently zoned. **Though underutilized, the existing properties do have a reasonable use under the current M-U zoning.**

- 5. 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 may permit a use that is suitable in view of the use of the adjacent residential and light-use commercial properties.
- 6. Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.
 The proposed zoning and use is not expected to negatively impact the adjacent properties. Six (6) of the 9.33 acres are already zoned RSL, per Z18-05.
- Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.
 The zoning proposal does conform to the future development map and future land

The zoning proposal does conform to the future development map and future land use map.

8. 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 effects are anticipated. Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations.

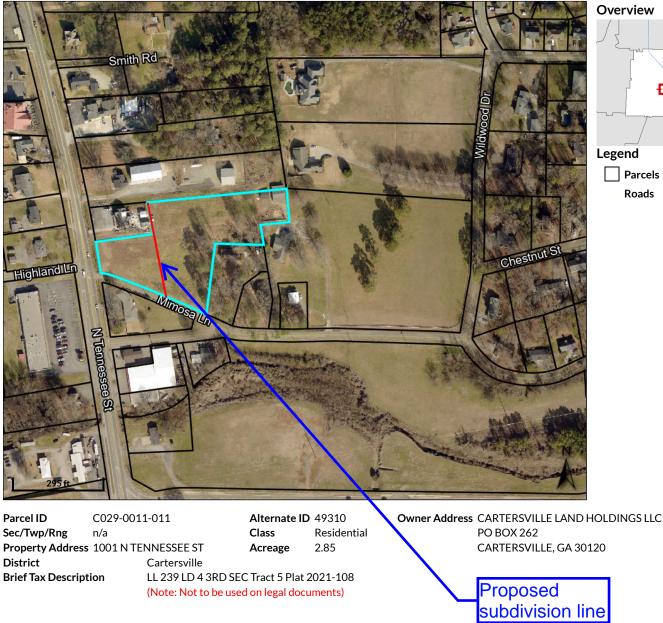
- 9. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The zoning proposal is not expected to create a burden on public facilities or utilities.
- 10. Whether there are other 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.
 There are no other known conditions affecting the use or development of the

There are no other known conditions affecting the use or development of the property.

STAFF RECOMMENDATION:

Based on review by city departments, staff does not oppose the proposed zoning for Residential Senior Living (RSL). The remaining 0.69 acres on Lot 1 and zoned M-U should maintain the 8 units/ ac condition for multi-family developments.

LOCATION MAP



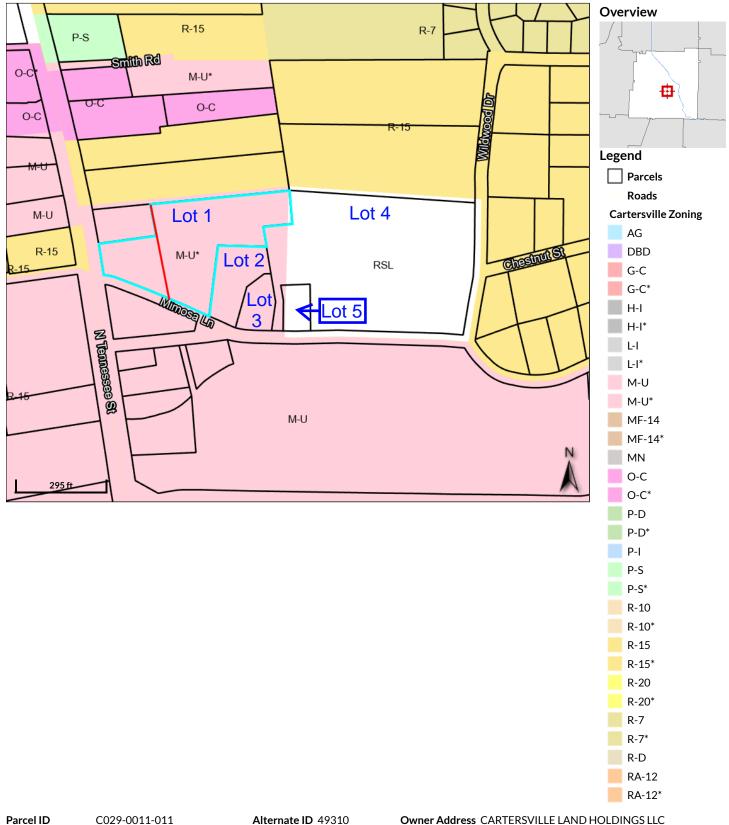
(Note: Not to be used on legal documents)



Date created: 11/1/2023 Last Data Uploaded: 10/31/2023 9:05:19 PM

Developed by Schneider

(a) qPublic.net[™] Bartow County, GA



 Parcel ID
 C029-0011-011

 Sec/Twp/Rng
 n/a

 Property Address
 1001 N TENNESSEE ST

Alternate ID49310ClassResidentialAcreage2.85

Owner Address CARTERSVILLE LAND HOLDINGS LLC PO BOX 262 CARTERSVILLE, GA 30120

Meeting: December 7, 2023 Item2.

JENKINS, BOWEN & WALKER, P.O.

ATTORNEYS AT LAW

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

15 South Public Square Cartersville, Georgia 30120-3350 Telephone (770) 387-1373

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www.jbwpc.com

September 20, 2023

Mr. David Hardegree City Planner City of Cartersville, Georgia

> Rc: Windsong Properties, rezoning application Letter of Intent

Greetings David,

I am pleased to submit this Letter of Intent in association with the proposed rezoning application submitted contemporaneously on behalf of Windsong Properties. We are pleased to propose the development of an active adult residential community along the northern side of Mimosa Lane.

The properties involved are currently zoned either RSL or M-U. We would like for the entirety of the parcels shown on the attached site plan to be rezoned RSL to allow for the development of a premium fee-simple active adult community. This will be a 9.327-acre development of 73 single-family attached homes, age-targeted for 55 and over.

This application excludes a portion of parcel C029-0011-011, which will be a .691-acre tract at the corner of Mimosa Lane and N Tennessee Street, which will retain its M-U zoning. We will plan to subdivide this property promptly upon the successful conclusion of the rezoning.

Please let me know if you need anything further.

Very truly yours,

JENKINS, BOWEN & WALKER, P.C.

Brandon L. Bowen

Enclosures

	Application for Rezoning		Case Number: 223-04
	City of Cartersville		Date Received: <u>1223</u>
	Public Hearing Dates: Planning Commission $\frac{11723}{5:30}$ 1 st City	Council <u>1110/23</u> 7:00pm	2 nd City Council 12/7/23
	Applicant Windsong Property (printed name) Address 120 Colon Drive S City Woodstock State GA TBrandin TDowen Representative's printed name (if other than applicant) 120	Zip 30188 Email CE	-516-3409 170-540-3772 1000001:fe. Com 220 387-1323 6 bowen ejsupe.com
	Representative Signature	Applicant Signature	
	Signed, sealed and delivered in presence of: Bonnie J. Ellis Notary Public	Notary P Barti My Comm	expires: IIE J ELLIS ublic, Georgia ow County nission Expires nry 03, 2026
	(titleholder's printed rame) Address Pro Bar 2 62 62-16-5-6 Signature	Email Non Cpe	nnantem.com
	Signed sealed, delivered in presence of: Dianna 3005 Notary Public	My commission BRIANNA ELLIS Notary Public, Georgia Bartow County My Commission Expires April 23, 2027	
	Present Zoning District <u>RSL/M-U#</u> Acreage <u>9.4 ½</u> Land Lot(s) <u>239</u> /240	Requested Zoning District(s)	RSL ction(s) 3
¥	Location of Property: <u>MimOsa</u> La (street address, nearest interse Reason for Rezoning Request: <u>To divelop a</u>	P: ections, etc.)	arcel ID No. <u>C079 -0011-011</u> C079 -0011-012 C079 -0011-609 C030-0006-001 C030-0006-074
l	active adult commun. (attach addi	itional statement as necessary)	

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

City of Cartersville * Planning and Development Department * 2nd Floor * 10 N. Public Square Cartersville, GA 30120 * 770-387-5600 * www.cityofcartersville.org

CAMPAIGN DISCLOSURE REPORT FOR ZONING ACTIONS

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

Date of Application:
Date Two Years Prior to Application: $9/20/21$
Date Five Years Prior to Application: <u>9/20/19</u>

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

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

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

Signature 6055 Print Name

CAMPAIGN DISCLOSURE REPORT FOR ZONING ACTIONS

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

Date of Application:9 /	20/23
Date Two Years Prior to Application:	9/20/21
Date Five Years Prior to Application: _	9/20/18

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

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

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

4/18/2 Date Date I windowy Paperties Signature Print Name

K:Planning General Info\City Forms & Applications\Forms and Applications\Annexation Rezoning Special Use Variance apps\2023\Zoning application_2023.doc

CAMPAIGN DISCLOSURE REPORT FOR ZONING ACTIONS

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

Date of Application:9 /	20/23
Date Two Years Prior to Application:	9/20/21
Date Five Years Prior to Application:	9/20/18

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

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

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

A/20/23 Date Signature

Print Name

Tract 1

All that certain piece, parcel or lot of land lying and being in Land Lots 239 & 240 of the 4th District 3rd Section Bartow County, Georgia and being more fully shown having the following metes and bounds to wit.

Commencing at a #4 rebar found the intersection of the eastern right of way of North Tennessee Street (80' R/W) and the northern right of way of Mimosa Lane 40' R/W), thence S 68°58'35" E a distance of 216.11' to a #4 rebar set, being the point of beginning.

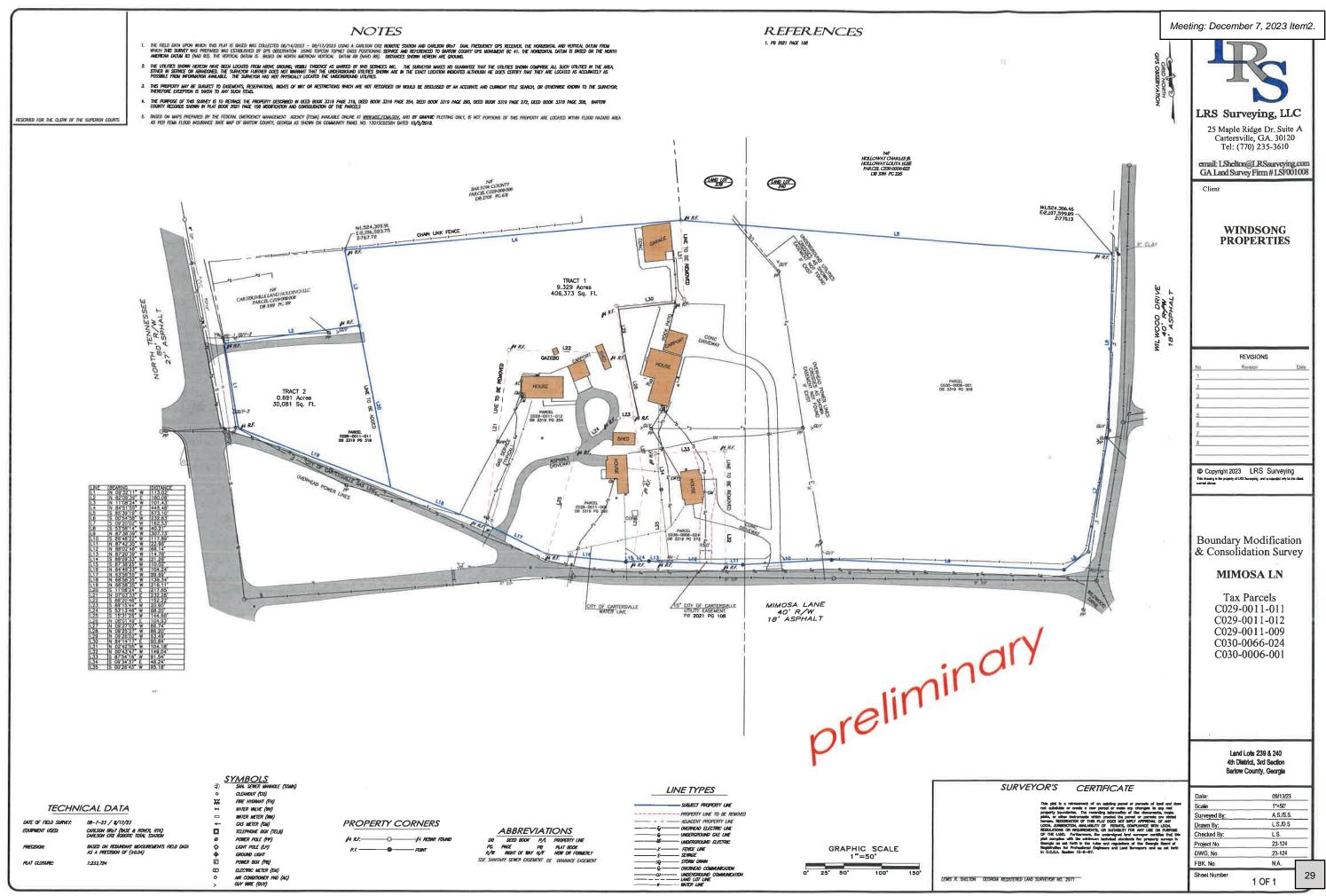
thence N 11°08'24" W a distance of 217.65' to a #4 rebar found; thence along the line of N/F Cartersville Holdings LLC (DB 3319 PG 319) N 11°08'24" W a distance of 101.43' to a #4 rebar found; thence along the line of N/F Bartow County (DB 2705 PG 631) N 84°51'55" E a distance of 446.48' to a #4 rebar found; thence along the line of N/F Holloway (DB 3216 PG 225) S 85°39'19" E a distance of 573.10' to a #4 rebar found on the western right of way of Mimosa Lane 40' R/W; thence along said right of way the following courses and distances:

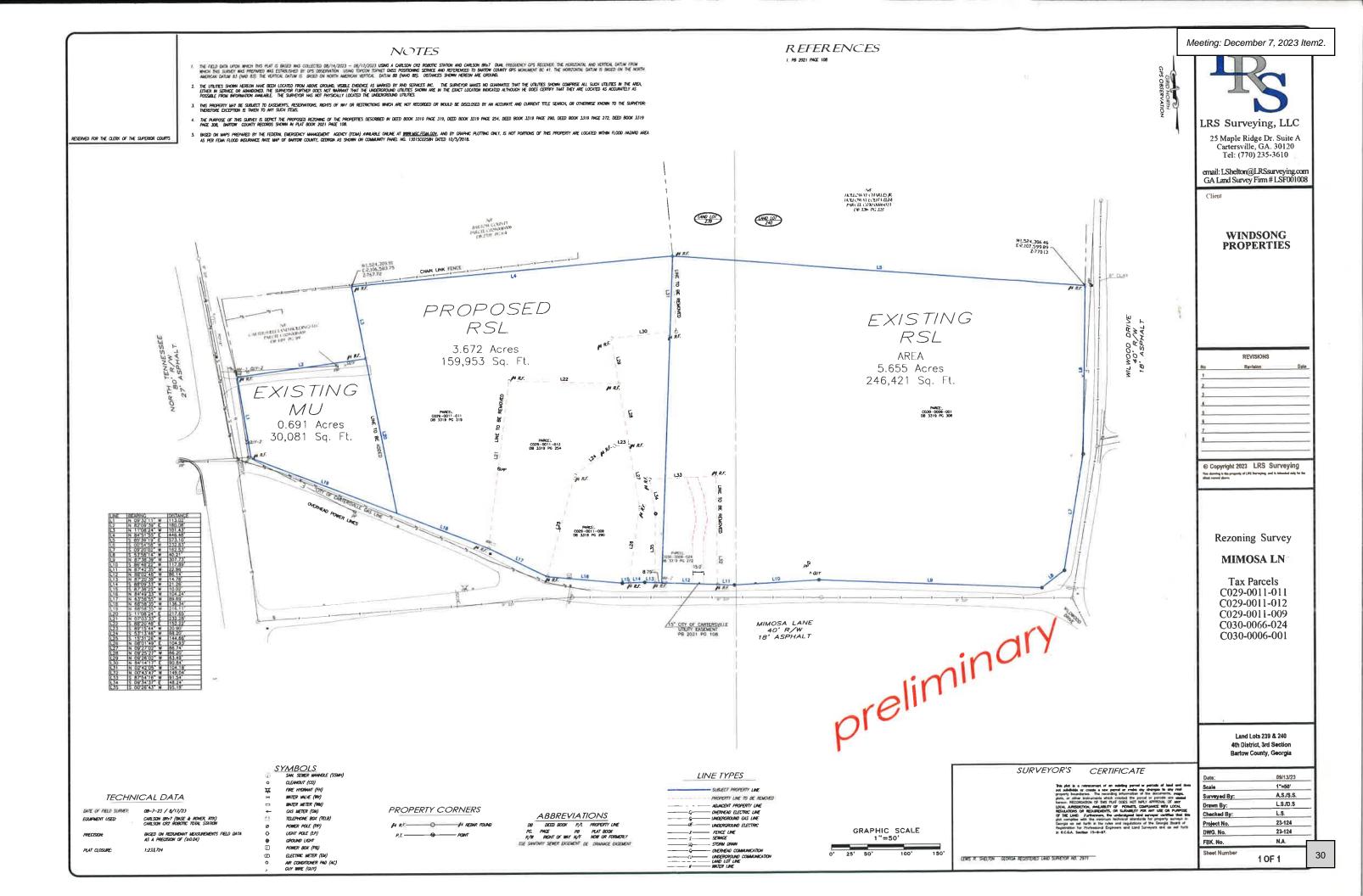
S 00°54'58" W a distance of 232.83' to a point; thence S 09°20'02" W a distance of 162.53' to a point #4 rebar set; thence S 53°58'14" W a distance of 40.21' to a #4 rebar set; thence N 87°38'39" W a distance of 307.73' to a point; thence S 86°48'22" W a distance of 117.89' to a #4 rebar found; thence N 87°42'35" W a distance of 22.96' to a #4 rebar found; thence N 88°02'46" W a distance of 86.14' to a #4 rebar found; thence N 87°20'39" W a distance of 14.78' to a point; thence S 88°09'33" W a distance of 21.26' to a #4 rebar found; thence S 88°09'33" W a distance of 10.02' to a point; thence S 87°38'25" W a distance of 104.24' to a #4 rebar found; thence N 63°56'55" W a distance of 89.69' to a #4 rebar found; thence N 63°56'55" W a distance of 136.34' to the point of beginning and having an area of 9.329 acres (406,373 square feet)

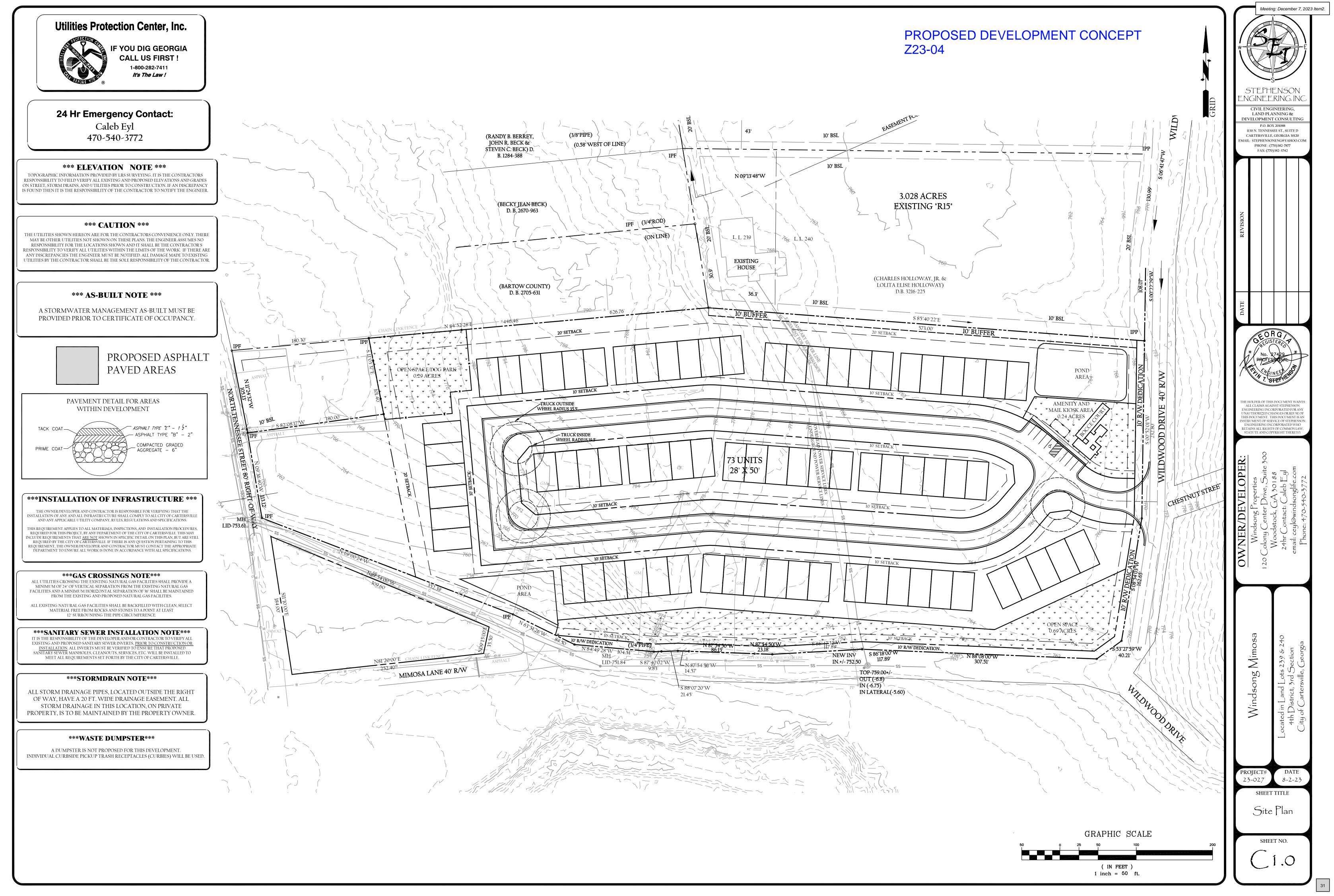
Tract 2

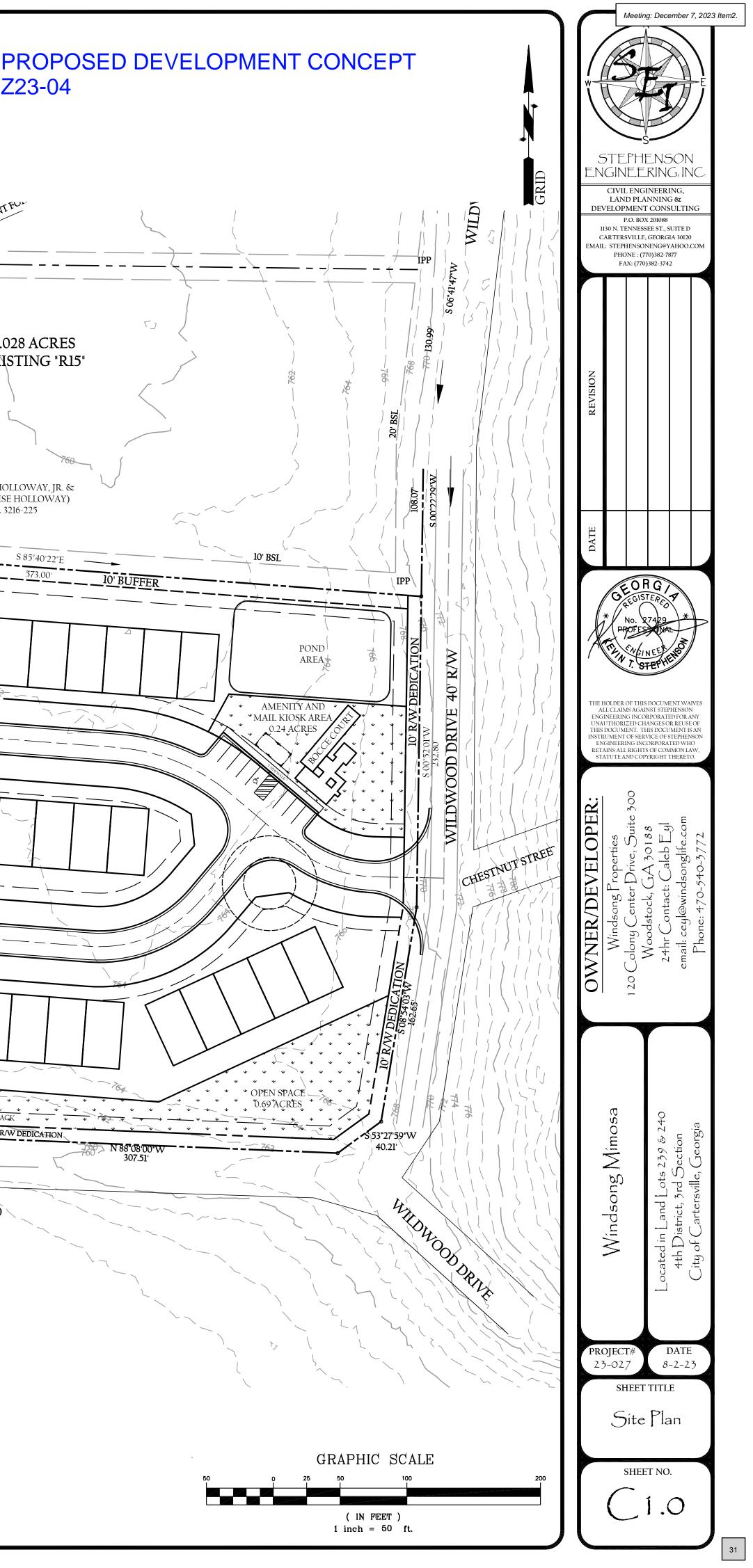
All that certain piece, parcel or lot of land lying and being in Land Lots 239 & 240 of the 4th District 3rd Section Bartow County, Georgia and being more fully shown having the following metes and bounds to wit.

Beginning at a #4 rebar found the intersection of the eastern right of way of North Tennessee Street (80' R/W) and the northern right of way of Mimosa Lane 40' R/W), thence the eastern right of way of North Tennessee Street (80' R/W) N 09°32'11" W a distance of 113.02' to a #4 rebar found; thence N/F Cartersville Holdings LLC (DB 3319 PG 319) N 82°09'39" E a distance of 180.08' to a #4 rebar found; thence S 11°08'24" E a distance of 217.65' to a #4 rebar set; Thence N 68°58'35" W a distance of 216.11' to a the point of beginning and having an area of 0.691 acres (30081 square feet)












SPACE FOR CLERK OF SUPERIOR COURT	
	Seal Prelimina
	not for
	Constructi
Develpoment Data:	
 Development Size 5.655 Acres Current Zoning: R15 	
Proposed Zoning: RSL (Residential Senior Living)	
3. Parking to be met on individual lots	Z
 Utilities Within Right of Way Note 10' Perimeter Buffer Per RSL 	OR Image: Second seco
8. Minimum Lot Size 35' X 80' 7. Front Yard Set Back 10' Back yard set bac	k 20'
Height Not to Exceed 35 Ft or 2.5 Stories	E S S
8. Minimum Heated Floor Area 1,000sf	
	00 O
OWNER'S CERTIFICATE The owner of the land shown on this p	lat and whose name is
subscribed hereto, in person or through agent, certifies that this plat was made	n a duly authorized
survey, that all state, city and county assessments now due on this land hav	taxes or other
streets, water systems, drains and drai and public places shown are dedicated	\checkmark
public forever.	
Owner	Date
SURVEYOR'S CERTIFICATE It is hereby certified that this plat is t	
and was prepared from an actual surver me or under my supervision, that all r actually exist and their location, size, t	nonuments shown hereon
are correctly shown, and that all requir velopment and zoning regulations have	rements of the de-
with. Mille C. Sud	11-08-2018
Surveyor	Date
CITY OF CARTERSVILLE CERTIFICATE: In accordance to the City of Cartersvill-	
tions and the City's Zoning Ordinance, approval having been fulfilled, this plat approval by the following City personne City of Cartersville:	was given final
Zoning Administrator	Date
Water Superintendent	Date
City Engineer	Date



DF Created with deskPDF PDF Writer - Trial :: http://www.docudesk.cor

Meeting: December 7, 2023 Item2.

Images Taken 10-20-23

Meeting: December 7, 2023 Item2.





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MEETING DATE:	December 7, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Adult Entertainment Establishment
DEPARTMENT SUMMARY RECOMMENDATION:	This Ordinance amendment adds findings, studies, and definitions to Section 10-302, Adult Entertainment Establishments.
LEGAL:	Prepared by Archer & Lovell

Ordinance no.____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the <u>CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 10 – LICENSES,</u> <u>TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS. ARTICLE IX. ADULT ENTERTAINMENT ESTABLISHMENTS</u> is hereby amended by as follows:

1.

A new paragraph (c) is hereby added to <u>Sec. 10-301. – Purpose and findings</u>, as follows:

(c) Based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the Mayor and City Council, and on findings, interpretations, and narrowing constructions incorporated in the cases of City of Littleton v. Z.J. Gifts D-4, L.L.C., 541 U.S. 774 (2004); City of Los Angeles v. Alameda Books, Inc., 535 U.S. 425 (2002); City of Erie v. Pap's A.M., 529 U.S. 277 (2000); City of Renton v. Playtime Theatres, Inc., 475 U.S. 41 (1986); Young v. American Mini Theatres, 427 U.S. 50 (1976); Barnes v. Glen Theatre, Inc., 501 U.S. 560 (1991); California v. LaRue, 409 U.S. 109 (1972); N.Y. State Liquor Authority v. Bellanca, 452 U.S. 714 (1981); Sewell v. Georgia, 435 U.S. 982 (1978); FW/PBS, Inc. v. City of Dallas, 493 U.S. 215 (1990); City of Dallas v. Stanglin, 490 U.S. 19 (1989); and Trop, Inc. v. City of Brookhaven, 296 Ga. 85 (2014); Oasis Goodtime Emporium I, Inc. v. City of Doraville, 297 Ga. 513 (2015); Flanigan's Enters., Inc. v. Fulton County, 596 F.3d 1265 (11th Cir. 2010); Peeka-Boo Lounge v. Manatee County, 630 F.3d 1346 (11th Cir. 2011); Daytona Grand, Inc. v. City of Daytona Beach, 490 F.3d 860 (11th Cir. 2007); Jacksonville Property Rights Ass'n, Inc. v. City of Jacksonville, 635 F.3d 1266 (11th Cir. 2011); Artistic Entertainment, Inc. v. City of Warner Robins, 331 F.3d 1196 (11th Cir. 2003); Artistic Entertainment, Inc. v. City of Warner Robins, 223 F.3d 1306 (11th Cir. 2000); Williams v. Pryor, 240 F.3d 944 (11th Cir. 2001); Williams v. A.G. of Alabama, 378 F.3d 1232 (11th Cir. 2004); Williams v. Morgan, 478 F.3d 1316 (11th Cir. 2007); Gary v. City of Warner Robins, 311 F.3d 1334 (11th Cir. 2002); Ward v. County of Orange, 217 F.3d 1350 (11th Cir. 2002); Boss Capital, Inc. v. City of Casselberry, 187 F3d 1251 (11th Cir. 1999); David Vincent, Inc. v. Broward County, 200 F.3d 1325 (11th Cir. 2000); Sammy's of Mobile, Ltd. v. City of Mobile, 140 F.3d 993 (11th Cir. 1998); Lady J. Lingerie, Inc. v. City of Jacksonville, 176 F.3d 1358 (11th Cir. 1999); This That And The Other Gift and Tobacco, Inc. v. Cobb County, 285 F.3d 1319 (11th Cir. 2002); DLS, Inc. v. City of Chattanooga, 107 F.3d 403 (6th Cir. 1997); Grand Faloon Tavern, Inc. v. Wicker, 670 F.2d 943 (11th Cir. 1982); International Food & Beverage Systems v. Ft. Lauderdale, 794 F.2d 1520 (11th Cir. 1986); 5634 E. Hillsborough Ave., Inc. v. Hillsborough County, 2007 WL 2936211 (M.D. Fla. Oct. 4, 2007), aff'd, 2008 WL 4276370 (11th Cir. Sept. 18, 2008) (per curiam); Fairfax MK, Inc. v. City of Clarkston, 274 Ga. 520 (2001); Morrison v. State, 272 Ga. 129 (2000); Goldrush II v. City of Marietta, 267 Ga. 683 (1997); Flippen Alliance for Community Empowerment, Inc. v. Brannan, 601 S.E.2d 106 (Ga. Ct. App. 2004); Oasis Goodtime Emporium I, Inc. v. DeKalb County, 272 Ga. 887 (2000); Chamblee Visuals, LLC v. City of Chamblee, 270 Ga. 33 (1998); World Famous Dudley's Food & Spirits, Inc. v. City of College Park, 265 Ga. 618 (1995); Airport Bookstore, Inc. v. Jackson, 242 Ga. 214 (1978); Entm't Prods., Inc. v. Shelby County, 721 F.3d 729 (6th Cir. 2013); Lund v. City of Fall River, 714 F.3d 65 (1st Cir. 2013); Imaginary Images, Inc. v. Evans, 612 F.3d 736 (4th Cir. 2010); LLEH, Inc. v. Wichita County, 289 F.3d 358 (5th Cir. 2002); Ocello v. Koster, 354 S.W.3d 187 (Mo. 2011); 84 Video/Newsstand, Inc. v. Sartini, 2011 WL 3904097 (6th Cir. Sept. 7, 2011); Plaza Group Properties, LLC v. Spencer County Plan Commission, 877 N.E.2d 877 (Ind. Ct. App. 2007); East Brooks Books, Inc. v. Shelby County, 588 F.3d 360 (6th Cir. 2009); Entm't Prods., Inc. v. Shelby County, 588 F.3d 372 (6th Cir. 2009); Sensations, Inc. v. City of Grand Rapids, 526 F.3d 291 (6th Cir. 2008); World Wide Video of Washington, Inc. v. City of Spokane, 368 F.3d 1186 (9th Cir. 2004); Ben's Bar, Inc. v. Village of Somerset, 316 F.3d 702 (7th Cir. 2003); H&A Land Corp. v. City of Kennedale, 480 F.3d 336 (5th Cir. 2007); Hang On, Inc. v. City of Arlington, 65 F.3d 1248 (5th Cir. 1995); Fantasy Ranch, Inc. v. City of Arlington, 459 F.3d 546 (5th Cir. 2006); Illinois One News, Inc. v. City of Marshall, 477 F.3d 461 (7th Cir. 2007); G.M. Enterprises, Inc. v. Town of St. Joseph, 350 F.3d 631 (7th Cir. 2003); Richland Bookmart, Inc. v. Knox County, 555 F.3d 512 (6th Cir. 2009); Bigg Wolf Discount Video Movie Sales, Inc. v. Montgomery County, 256 F. Supp. 2d 385 (D. Md. 2003); Richland Bookmart, Inc. v. Nichols, 137 F.3d 435 (6th Cir. 1998); Spokane Arcade, Inc. v. City of Spokane, 75 F.3d 663 (9th Cir. 1996); DCR, Inc. v. Pierce County, 964 P.2d 380 (Wash. Ct. App. 1998); City of New York v. Hommes, 724 N.E.2d 368 (N.Y. 1999); Taylor v. State, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App. July 25, 2002); Fantasyland Video, Inc. v. County of San Diego, 505 F.3d 996 (9th Cir. 2007); Gammoh v. City of La Habra, 395 F.3d 1114 (9th Cir. 2005); Starship Enters. of Atlanta, Inc. v. Coweta County, No. 3:09-CV-123, R. 41 (N.D. Ga. Feb. 28, 2011); High Five Investments, LLC v. Floyd County, No. 4:06-CV-190, R. 128 (N.D. Ga. Mar. 14, 2008); 10950 Retail, LLC v. Fulton County, No. 1:06-CV-1923, R. 62 Order (N.D. Ga. Dec. 21, 2006); 10950 Retail, LLC v. Fulton County, No. 1:06-CV-1923, R. 84 Contempt Order (N.D. Ga. Jan. 4, 2007); Z.J. Gifts D-4, L.L.C. v. City of Littleton, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31, 2001); Reliable Consultants, Inc. v. City of Kennedale, No. 4:05-CV-166-A, Findings of Fact and Conclusions of Law (N.D. Tex. May 26, 2005);

And based upon reports concerning secondary effects occurring in and around adult establishments, including, but not limited to, "Correlates of Current Transactional Sex among a Sample of Female Exotic Dancers in Baltimore, MD," Journal of Urban Health (2011); "Does the Presence of Sexually Oriented Businesses Relate to Increased Levels of Crime?" Crime & Delinquency (2012) (Louisville, KY); Metropolis, Illinois - 2011-12; Manatee County, Florida -2007; Hillsborough County, Florida - 2006; Clarksville, Indiana - 2009; El Paso, Texas - 2008; Memphis, Tennessee - 2006; New Albany, Indiana - 2009; Louisville, Kentucky - 2004; Fulton County, GA - 2001; Chattanooga, Tennessee - 1999-2003; Jackson County, Missouri - 2008; Ft. Worth, Texas - 2004; Kennedale, Texas - 2005; Greensboro, North Carolina - 2003; Dallas, Texas - 1997; Houston, Texas - 1997, 1983; Phoenix, Arizona - 1995-98, 1979; Tucson, Arizona - 1990; Spokane, Washington - 2001; St. Cloud, Minnesota - 1994; Austin, Texas - 1986; Indianapolis, Indiana - 1984; Garden Grove, California - 1991; Los Angeles, California - 1977; Whittier, California - 1978; Oklahoma City, Oklahoma - 1986; New York, New York Times Square - 1994; the Report of the Attorney General's Working Group On The Regulation Of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota); Dallas, Texas - 2007; "Rural Hotspots: The Case of Adult Businesses," 19 Criminal Justice Policy Review 153 (2008); "Stripclubs According to Strippers: Exposing Workplace Sexual Violence," by Kelly Holsopple, Program Director, Freedom and Justice Center for Prostitution Resources, Minneapolis, Minnesota; "Sexually Oriented Businesses: An Insider's View," by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, Jan. 12, 2000; Sex Store Statistics and Articles; Law Enforcement and Private Investigator Affidavits (Adult Cabarets in Forest Park, GA and Sandy Springs, GA); and Strip-Club Trafficking Documents.

2.

<u>Section 10-302. – Definitions.</u> is hereby amended by adding the following definitions to be alphabetized therein:

Adult instruments, devices, novelties, toy, or other paraphernalia that are designed for use in connection with "specified sexual activities" as defined herein or otherwise emulate, simulate, or represent "specified anatomical areas" as defined herein, and including, but are not limited to:

Any three-dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, female breast, or for sadomasochistic use or abuse of oneself or others and shall including devises commonly known as dildos, vibrators, penis pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devises primarily intended for protection against sexually transmitted diseases or for preventing pregnancy; and

Adult Entertainment Establishment includes adult book stores, adult businesses, adult dancing establishment, adult hotel or motel, adult instruments, devices, novelties, toy or other paraphernalia, adult minimotion picture theater, adult motion picture arcade, adult motion picture theater, adult video store, erotic dance establishment, encounter center or rap establishment, and escort bureau, and introduction services.

All other existing provisions of Sections 10-301 and 10-302 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

MATTHEW J. SANTINI, MAYOR

ATTEST: _____

JULIA DRAKE, CITY CLERK



MEETING DATE:	December 7, 2023				
SUBCATEGORY:	First Reading of Ordinances				
DEPARTMENT NAME:	Administration				
AGENDA ITEM TITLE:	Pouring License Requirements				
DEPARTMENT SUMMARY RECOMMENDATION:	This Ordinance Amendment adds and revises language to limit pouring licenses to certain establishments and defines uses not allowed under the Specialty Shop classification.				
LEGAL:	Prepared by Archer & Lovell				

Ordinance no.____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the <u>CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC</u> <u>BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 2. –</u> <u>APPLICATION AND ISSUANCE. SECTION 4-59. – POURING LICENSES LIMITED TO</u> <u>CERTAIN ESTABLISHMENTS</u>, is hereby amended as follows:

1.

By deleting paragraph (a)(5) in its entirety and replacing it as follows:

(a)(5) – Reserved.

2.

By amending paragraph (a)(7) by adding a new paragraph (h) as follows:

- (h) Specialty shops are not allowed for the following uses:
 - 1. Vapor shops;
 - 2. Tattoo or piercing parlors;
 - 3. Massage parlors;
 - 4. Pawn shops;
 - 5. Gas stations;
 - 6. Group homes, intermediate care, nursing homes and personal care homes;
 - 7. Animal hospitals, veterinarians and kennels;
 - 8. Drive-in restaurants;
 - 9. Drive-in theaters; or
 - 10. Launderette or washateria; and
 - 11. Adult Entertainment Establishments.

2.

By amending paragraph (a)(8) by adding a new paragraph (e) as follows:

- (e) The following are not allowed:
 - 1. Vapor shops;
 - 2. Tattoo or piercing parlors;

- 3. Massage parlors;
- 4. Pawn shops;
- 5. Gas stations;
- 6. Group homes, intermediate care, nursing homes and personal care homes;
- 7. Animal hospitals, veterinarians and kennels;
- 8. Drive-in restaurants;
- 9. Drive-in theaters; or
- 10. Launderette or washateria; and
- 11. Adult Entertainment Establishments.

3.

All other existing provisions of Section 4-59 not changed herein, shall remain as is.

4.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _______

MATTHEW J. SANTINI, MAYOR

ATTEST: _____

JULIA DRAKE, CITY CLERK



MEETING DATE:	December 7, 2023				
SUBCATEGORY:	First Reading of Ordinances				
DEPARTMENT NAME:	Administration				
AGENDA ITEM TITLE:	Employee Benefits				
DEPARTMENT SUMMARY RECOMMENDATION:	The city Employee Handbook has been in need of an update for many years and after some extensive review by the Human Resources Director, City Attorney, outside Counsel, and myself, we are ready to move forward with an updated Employee Handbook with an effective date of January 1, 2024. If adopted, this ordinance will cut any existing employee benefit-related ordinances from the code and allow for minor changes to the Employee Handbook to be done internally by the City Manager. Of course, any major changes to the Employee Handbook will require City Council approval via a Resolution. Therefore, I recommend approval upon the second reading of this ordinance.				
LEGAL:	Approved by Archer and Lovell				

ORDINANCE NO.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the City of Cartersville Code of Ordinances, <u>CHAPTER 16 - ARTICLE II. – EMPLOYEE BENEFITS</u>, <u>SECS. 16-28 THROUGH 16-50; AND ARTICLE III. – SEXUAL HARASSMENT</u> are hereby amended and/or deleted as follows:

1.

Sec. 16-28. Employee Handbook. The employment practices of the City of Cartersville shall be set forth in a document known as the City of Cartersville Employee Handbook revised January 1, 2024. The manual shall be maintained by the City Manager and updated on a regular basis to reflect changes in federal, state, or local law. The Human Resources Director, the City Attorney, the City Manager, or a department head may initiate changes to the employee handbook. Substantive changes shall require the approval of the Mayor and City Council and shall be adopted by resolution.

2.

The following sections are hereby amended to "Reserved:"

Sec. 16-29 through Sec. 16-50 – Reserved.

3.

The following Article is hereby deleted in its entirety:

Article III. – Sexual Harassment Policy.

4.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: SECOND READING:

MATTHEW J. SANTINI, MAYOR

ATTEST:

JULIA DRAKE, CITY CLERK



MEETING DATE:	December 7, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment to Georgia State Minimum Standard Plumbing Code
DEPARTMENT SUMMARY RECOMMENDATION:	This Amendment Revises Chapter 6, Section 604.4 of the Ordinance which regulates Maximum Flow and Water Consumption.
LEGAL:	Approved by Archer and Lovell

ORDINANCE NO.

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the <u>CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 6 – BUILDINGS AND</u> <u>BUILDING REGULATIONS. ARTICLE VII. – PLUMBING. SEC. 6-142. – SAME-INSERTIONS, DELETIONS AND CHANGES</u> is hereby amended by deleting in its entirety and replaced as follows:

1.

Sec. 6-142. – Amendment to Georgia State Minimum Standard Plumbing Code.

(a) The Standard Plumbing Code as adopted, the phrase "Construction Board of Adjustments and Appeals" and all provisions related thereto shall be construed to mean the construction board of adjustment and appeals as defined in Division 3 of Article II of Chapter 6 and all provisions therein shall supersede the requirements of the Standard Plumbing Code.

(b) Effective January 1, 2024, the Georgia State Minimum Standard Plumbing Code has been amended by the City of Cartersville as follows:

i. **Chapter 2, Section 202 General Definitions**. Add in alphabetical order and revise, as applicable, the following definitions:

KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR. A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.8 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR.

A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.2 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

LANDSCAPE IRRIGATION.

Flow sensor. An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

Lawn or Landscape Irrigation system. An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

Master shut-off valve. An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being

automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

Pressure regulating device. A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

Rain sensor shut-off. An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

WaterSense irrigation controller. Is a weather-based or soil moisture-based irrigation controller labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation. WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

SHOWER HEAD. A shower head that allows a flow of no more than the average of 2.0 gallons of water per minute at 80 pounds per square inch of pressure, is listed in the WaterSense Specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.

ii. **Chapter 6, Section 604.4 Maximum Flow and Water Consumption.** Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

Exceptions:

1. Blowout design water closets having a water consumption not greater than $3^{1/2}$ gallons (13 L) per flushing cycle.

2. Vegetable sprays.

3. Clinical sinks having a water consumption not greater than $4^{1/2}$ gallons (17 L) per flushing cycle.

4. Laundry tray sinks and service sinks.

5. Emergency showers and eye wash stations.

TABLE 604.4 MAXIMUM FLOW RATES AND CONSUMPTION FOR PLUMBING FIXTURES AND FIXTURE FITTINGS					
PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY ^b				
Lavatory faucet and replacement aerators, private	WaterSense Labeled & 1.2 gpm at 60 psi ^f				
Lavatory faucet, public (metering)	0.25 gallon per metering cycle				
Lavatory, public (other than metering)	0.5 gpm at 60 psi				
Showerhead ^a	WaterSense Labeled & 2.0 gpm at 80 psi ^f				
Kitchen faucet and replacement aerators	1.8 gpm at 60 psi ^{f, g}				
Urinal	0.5 gallon per flushing cycle ^f				
Water closet	1.28 gallons per flushing cycle ^{c, d, e, f}				

TABLE 604.4				
MAXIMUM FLOW RATES AND CONSUMPTION FOR				
PLUMBING FIXTURES AND FIXTURE FITTINGS				

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m, 1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

604.4.1 Clothes Washers. Residential clothes washers shall be in accordance with the Energy Star program requirements.

604.4.2 Cooling Tower Water Efficiency.

604.4.2.1 Once-Through Cooling. Once-through cooling using potable water is prohibited.

604.4.2.2 Cooling Towers and Evaporative Coolers. Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

604.4.2.3 Cooling Tower Makeup Water. Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO3 exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

604.4.3 Landscape Irrigation System Efficiency Requirements. The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

604.4.3.1 Avoiding Water Waste Through Design. All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.

2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces. 3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff. 4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

604.4.3.2 Landscape Irrigation System Required Components. All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shutoff.

2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.

3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.

4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:

(a) a WaterSense irrigation controller; and

(b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

iii. Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems. Revise Section 1304.3.2 to read as follows:

1304.3.2 Connections to water supply. Reclaimed water provided from a reclaimed wastewater treatment system permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such

reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

iv. Appendix E, Section E101.1.2. Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ______ SECOND READING: ______

MATTHEW J. SANTINI, MAYOR

ATTEST:

JULIA DRAKE, CITY CLERK



MEETING DATE: SUBCATEGORY:	December 7, 2023 Second Reading of Ordinances
DEPARTMENT NAME: AGENDA ITEM TITLE:	FY2023 Budget Ordinance Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	After Completion of the Fiscal Year 2022-23 close, the General Fund, Special Revenue funds, and the SPLOST Fund's budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds. I recommend your approval of the attached ordinance amendment.
LEGAL:	N/A

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2022 – 2023 budget.

2022 - 2023 Budget Summary

General Fund	Revenues	Expenditures
Revenues	\$40,624,910	
Expenditures: Legislative		\$ 3,809,165
Administration		\$ 1,301,660
Finance Dept.		\$ 891,865
Customer Service Dept.		\$ 1,271,830
Police		\$ 7,512,080
Fire		\$14,689,960
Municipal Court		\$ 253,920
Public Works		\$ 2,912,500
Recreation		\$ 6,599,350
Planning & Development		\$ 1,382,580
Special Revenue Funds		
GO Park Bonds Series 2014	\$ 928,220	\$ 928,220
America Rescue Plan (ARPA)	\$ 491,185	\$ 491,185
Tourism Product Development	\$ 206,905	\$ 206,905
SPLOST – 2003	\$ 137,975	\$ 137,975
SPLOST – 2014	\$ 0	\$ 0
SPLOST - 2020	\$ 5,860,435	\$ 5,860,435
Cartersville Building Authority	\$ 884,810	\$ 884,810
DEA	\$ 321,160	\$ 321,160
Disaster Recovery Fund	\$ 27,915	\$ 27,915
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,448,310	\$ 1,448,310
Motor Vehicle Rental Tax	\$ 115,950	\$ 115,950
Grant Funds	\$ 4,916,190	\$ 4,916,190
Development Fees	\$ 21,505	\$ 21,505
Tax Allocation District	\$ 310,185	\$ 310,185

Enterprise Funds		
Fiber Optics	\$ 2,583,800	\$ 2,583,800
Electric	\$54,485,200	\$54,485,200
Gas	\$34,353,845	\$34,353,845
Solid Waste	\$ 3,638,845	\$ 3,638,135
Stormwater	\$ 1,602,000	\$ 1,602,000
Water & Sewer	\$37,578,785	\$27,353,515
Water Pollution Control Plant		\$ 3,520,060
Water Treatment Plant		\$ 6,705,210
Internal Service Fund		
Garage	\$ 1,573,545	\$ 1,573,545

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this _____ day of November 2023. First Reading. ADOPTED this _____ day of December 2023. Second Reading.

/s/_____ Matthew J. Santini Mayor

ATTEST:

/s/_____

Julia Drake **City Clerk**



MEETING DATE:	December 7, 2023
SUBCATEGORY:	Other
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Certified Election Results
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County Board of Elections has provided the certified election results. Your approval is requested.
LEGAL:	N/A



CERTIFICATION OF RETURNS CERETE ELECTON November 7, 2028

artersville COUNTY OF STATE OF GEORGIA

Upon certification:

We, the undersigned Board of Elections/Registrars, Superintendent/Supervisor of Elections and designees, do jointly and severally certify that the attached Election Results Summary is a true and correct count of the votes cast in this County for the candidates in the General Election.

In TESTIMONY WHEREOF, we have hereunto set our hand, in ink, and official seal this 3th day of *Noverlue*, 2023.

Attest:

Superintendent/Supervisor of Elections



ATTACH EMS ELECTION SUMMARY/STATEMENT OF YOTES CAST

Attach copies to this consolidated certification and summary report and provide as follows: 1. Original: Secretary of State

2. Copy: Posted at the Elections Office

3. Copy: File in the permanent record in the Superintendent's Office

4. Copy: Clerk of Superior Court (Sealed) Pursuant to O.C.G.A § 21-2-500

Pursuant to O.C.G.A § 21-2-497

The formatting of this document may not be altered in any way

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Election Summary Report Meeting: December 7, 2023 Item8.

General Election

Bartow

November 07, 2023

Summary for: All Contests, Cartersville East, Cartersville West, All Tabulators, All Counting Groups

Official and Complete

Elector Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
Total	Election Day	611	611		3.94%
	Advance Voting	175	175		1.13%
	Absentee by Mail	10	10		0.06%;
	Provisional	0	0		0.00%
19	Total	796	796	15,511	5.13%

Precincts Reported: 2 of 2 (100.00%)

Registered Voters: 796 of 15,511 (5.13%)

Ballots Cast: 796

Mayor - Cartersville (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

	Election Day	Advance Voti	Absentee by	Provisional	Total	δας, δ., σά
Times Cast	611	175	10	0	796 / 15,511	5.13%
Candidate Party	Election Day	1. S.	Absentee by Mail	Provisional	, Total	
Barbara Jackson	91	28	4	0	123	
Matthew J. Santini (I)	508	146	6	0	660	
Total Votes	599	174	10	0	783	
	Election Day	Advance Voting	and the second	Provisional	-Total	
Unresolved Write-In	8	1	0	0	9	

City Council Ward 2 - Cartersville (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

	Election Day	Advance Voti	Absentee by .	Provisional S	Total	
Times Cast	130	32	4	0,	166 / 3,449	4.81%
Candidate	Election Day	Advance Voting	Absentee by Mail	Provisional	Ţotal	
Jayce Stepp (I)	117	28	2	0	147	
Total Votes	117	28	2	0	147	
	Election Day	Advance Voting	Absentee by Mail	6.2.5 Heat Prove 1 1 1	, Total	
Unresolved Write-In	3	1	0	0	4	

Meeting: December 7, 2023 Item8.

City Council Ward 4 - Cartersville (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

	Election Day	"Advance Voti	Absentee by	Provisional	Total	
Times Cast	72	16	2	0	90 / 2,147	4.19%
Canclidate	Election Day	Advance Voting	Absentee bÿ Mail	Provisional	Total	
Calvin Cooley (I)	66	16	2	0	84	
Total Votes	66	16	2	0	84	
	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	at the second
Unresolved Write-In	0	0	0	0	0	

City Council Ward 6 - Cartersville (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Election Day	Advance Voti	Absentee by	Provisional	Total
Times Cast		50	21	1	0	72 / 2,232 3.23%
'Candidate	Party	Selection Day	Advance Voting	Absentee by Mail	Provisional	Total
Alyssa Cordell		39	17	1	0	57
Total Votes		39	17	1	0	57
		Election Day	Advance Voting		Provisional	Total
Unresolved Write-In		3	2	0	0	5

Board of Education At Large - Catersville (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

	Election Day	Advance Voti	Absentee by	Provisional	Total .	4.2
Times Cast	611	175	10	0	796 / 15,511	5.13%
Candidate	Election Day	Advance Voting	Absentee by Mail	Provisional	Total :	
Tim Chason (I)	548	159	7	0	714	
Total Votes	548	159	7	0	714	
Election Day Advance Absentee by Supportisional Total Voting Mail						
Unresolved Write-In	18	8	0	0	26	

Meeting: December 7, 2023 Item8.

Board of Education Ward 3 - Catersville (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

	Election Day	Advance Voti	Absentée by	Provisional	Total	
Times Cast	185	53	0	0	238 / 2,509	9.49%
Candidate	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Travis Popham (I)	172	50	0	0	222	
Total Votes	172	50	0	0	222	
	Election Day	Advance Voting		· · · Provisional	Total	
Unresolved Write-In	2	1	0	0	3	I

Board of Education Ward 4 - Catersville (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Election Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast		72	16	2	0	90 / 2,147	4.19%
Candidate	Party	Election Day	Advance Voting	Absentée by Mail	Próvisional	Total	
Malcolm L. Cooley		63	16	2	0	81	
'Total Votes		63	16	2	0	81	
		Election Day	Advance Voting	Absentee by Mail	Provisional	a Total	
Unresolved Write-In	an a	0	0	0	0	0	



MEETING DATE:	December 7, 2023			
SUBCATEGORY:	Bid Award/Purchases			
DEPARTMENT NAME:	Public Works			
AGENDA ITEM TITLE:	Terrell Heights Stormwater Materials Purchase			
DEPARTMENT SUMMARY RECOMMENDATION:	The Public Works Department is requesting the purchase of concrete pipe, grates, and a headwall. Public Works needs these materials to perform the work necessary to complete the Terrell Heights Phase I Drainage Improvement Project. Previously, this project was bid out for a contractor to perform this work, but there was only one bid, and it was significantly beyond the estimated amount for the project. Therefore, our stormwater crew will self-perform on part of this project where the materials are needed. Three bids were requested for materials, but only one bid was received that was inclusive of all the items needed to be bid on the list at a competitive price. Foley Products Company submitted a bid for all concrete pipes including round as well as arch pipe and associated accessories along with metal grates and a preformed headwall for \$53,300.06. This is a budgeted item to be covered through American Rescue Plan Act funding monies previously received. This project has been determined to help "manage, reduce, and recapture stormwater". Therefore, this project does meet the requirements for eligibility of use of the ARPA funds. Public Works requests approval of this purchase from Foley Products Company.			
LEGAL:	N/A			

Meeting: December 7, 2023 Item9. Newnan, Winder, GA Phoenix, AZ **Foley Products Company** Athens, AL Littleton, CO Clanton, AL Napa, CA **208 Jefferson Street** Cullman, AL Winston-Salem, NC Newnan, Georgia 30263 Cantonment, FL Ft Myers, FL Phone: 770.251.0296 Franklin, TN Hermitage, TN Chattanooga, TN Lenoir City, TN Job Name: TERRELL HEIGHTS STORM SEWER IMPROV PH 1 Job #: 23-21209 CARTERSVILLE, GA Location: NOTES 1.QUOTE PREPARED WITH 04-18-2023 PLANS. 2. CASTINGS ARE QUOTED PER CARTERSVILLE, GA SPECIFICATIONS AND PRICING ON CASTINGS IS SUBJECT TO CHANGE UPON ENGINEER APPROVAL. 3. JUCTION BOX 90X120 IS EXCLUDED FROM THE QUOTE DUE TO IT BEING EXISTING STRUCTURE 4. ALL HEADWALLS ARE QUOTED AS PER STANDARD FPC SPECS AND IN LIEU OF THE GDOT STANDARDS. 5.CUSTOMER TO CONFIRM RCP AND ARCH PIPE 6. STRUCTURES NOT LISTED ON QUOTE ARE EXCLUDED FROM FPC PRICING. 7. DUE TO INSUFFICIENT FILL HEIGHT ABOVE PIPE, STRUCTURES SUBMITTED OVERSTACKED TO ACCOMMODATE PIPE SIZES. PRICING IS SUBJECT TO CHANGE BASED ON ENGINEER APPROVAL 8. ALL BOX STRUCTURES QUOTED WITH 6" WALLS UNLESS OHTERWISE NOTED - PRICING SUBJECT TO CHANGE. SALES REPRESENTATIVES SALES REPRESENTATIVES Alabama: Georgia: 205.603.8635 Kevin Trivett 706.326.6186 Trey Cantrell 251.243.1091 Will Roberts 706.326.3211 Dale Whelpley 205.834.5278 Grant Collins 678.832.9505 Corey Fields 706.249.0070 Farrell Willis 615.982.4556 Mark Ramey 478.954.6749 Jay Robinson 770.286.0244 Byrom Ferrell Florida: 850,777,9424 Albert Wamack 239.922.4088 Kathryn Moore Louisiana: 337.441.1878 Kent Bergeron Tennessee: 615.982.3841 Nick Turner Colorado: 303.918.1628 Brian Schram 720.323.9206 Mark Walter Arizona: 602.723.6304 Russell Faucett 303.210.3082 Todd Kyle 602.524.4249 Stew Waller California North Carolina: 559.994.9809 Cheryl Street 704.748.3929 Jamie Davidson Electrical/Communication Sales: Charles Floyd 337,441,1869

Description	
18" Class 3 Concrete Pipe B-Wall Solid (8'Section)	32
18" Pipe Gasket	4
24" Pipe Gasket	10
29" X 18" X 8' Class 3 Arch Pipe Solid (24" Round Equiv)	80
36" Pipe Gasket	30
44" X 27" X 8' Class 3 Arch Pipe w/Lift Holes (36" Round Equiv)	240
44"X27" Arch Headwall (36" Round Equiv)	1
EJ V4075 Hood Non-Mountable (5152 Hood)	1
EJ V4275 Frame & Grate Assembly (1019A G/F)	3
Fuel Service Charge	10
Pipe Lube	4
Pipe Popit Plugs BOX (75/box)	1

P.O. Box 2447 QUOTE Columbus, GA 31902 Quote #: 23-21209 Phone: (770) 251-0296 OMPA Order Date: 9/25/2023 Fax: (770) 254-2223 BidDate: 11/2/2023 ALLBIDDERS TERRELL HEIGHTS STORM SEWER IMPROV PH 1 Customer Name: Job Name: CARTERSVILLE, GA **Contact Email Address:** Contact: SalesRep: Christian Gaston Phone : Fax: SalesRep Phone: SalesRep Email: NET 30 DAYS PO: DOT: Terms: UOM Description Weight **Unit Price** ΤХ Qty Item Extension Station: Structure: 18RCP.3 32 183B LF 18" Class 3 Concrete Pipe B-Wall Solid ✓ 5.920 \$39.53 \$1,264.96 (8'Section) ✓ 4 18G 18" Pipe Gasket 0 \$0.00 \$0.00 Each \$1,264.96 29X18ARCP.3 Station: Structure: \$96.05 ✓ 80 243A LF 29" X 18" X 8' Class 3 Arch Pipe Solid (24" 27,200 \$7,684.00 Round Equiv) ✓ 10 24G Each 24" Pipe Gasket 0 \$0.00 \$0.00 \$7,684.00 Structure: HW-1 Station: ✓ \$2,303.70 1 HP44X27 Each 44"X27" Arch Headwall (36" Round Equiv) 4,925 \$2,303.70 \$2,303.70 ACC.PIPE Station: Structure: ✓ 4 LUBE Each Pipe Lube 0 \$20.00 \$80.00 ✓ Pipe Popit Plugs BOX (75/box) 0 \$180.00 1 POPIT Box \$180.00 \$260.00 FSC Station: Structure: ✓ \$100.00 10 FUEL Each **Fuel Service Charge** 0 \$1,000.00 \$1,000.00 Structure: Station: Castings ✓ 3 58-074 Each EJ V4275 Frame & Grate Assembly (1019A \$379.00 \$1,137.00 996 G/F) EJ V4075 Hood Non-Mountable (5152 Hood) 153 \$204.00 ✓ \$204.00 1 58-060 Each \$1,341.00

Meeting: December 7, 2023 Item9.

Meeting: December 7, 2023 Item9. P.O. Box 2447 QUUTE Columbus, GA 31902 Quote #: 23-21209 Phone: (770) 251-0296 Order Date: 9/25/2023 Fax: (770) 254-2223 BidDate: 11/2/2023 UOM **Unit Price** Qty Item Description Weight ΤХ Extension Structure: 44x27ARCP.3 Station: ✓ 240 363ALH LF 44" X 27" X 8' Class 3 Arch Pipe w/Lift Holes 153,600 \$164.36 \$39,446.40 (36" Round Equiv) 36G 36" Pipe Gasket 0 \$0.00 ✓ \$0.00 30 Each \$39,446.40 **Total Weight** 192,794 Total \$53,300.06 Applicable taxes will be applied at time of sale.

Office

This quotation is only valid in its entirety. Partial acceptance of this quotation is subject to an increase in pricing.

This Quote is hereby accepted by Customer and Customer hereby orders the Products as listed in this Quote subject to Foley Products Company's Terms and Conditions which are viewable and available at FoleyProducts.com. and are hereby incorporated as an integral part hereof and the Terms and Conditions of this Quote. In case of a conflict between any Purchase Order from Customer and Foley Products Company's Standard Terms and Conditions, notwithstanding any statement in Customer's Purchase Order which may be contrary to Foley Products Company's Terms and Conditions, Foley Products Company's Term and Conditions shall prevail.

Customer: Name listed above By:	
Printed Name of Signatory: Title:	
Date:	_

Signatory warrants and represents he/she has the authority to execute the acceptance of the Quote on behalf of the Customer.

Changes in product could result in price change

Directions:

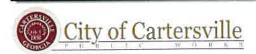
Download our FREE "Foley Trackit" App at the App Store to monitor your next delivery. For more information, contact your Foley Sales Representative or Project Coordinator.



MEETING DATE:	December 7, 2023			
SUBCATEGORY:	Contracts/Agreements			
DEPARTMENT NAME:	Public Works			
AGENDA ITEM TITLE:	2024 LMIG Paving Contract			
DEPARTMENT SUMMARY RECOMMENDATION:	Public Works recently opened seven bids for our annual resurfacing contract. The lowest bidder was Bartow Paving, Cartersville, GA for \$1,260,375.92. We recommend awarding the contract to the low bidder and are seeking permission for the mayor to sign the contract and any associated documents. The proposed project consists of resurfacing 5.72 miles of city streets which is enough mileage to keep the paving program on a 25-year cycle to pave all roads in the city. The Local Improvement Maintenance Grant amount this year is \$311,688.40. We have budgeted \$464,311.60 out of our general fund and \$300,000.00 out of the 2020 SPLOST. We recommend approval to budget \$200,000.00 beyond the total budgeted amount of \$1,070,000.00 to achieve the 25-year paving cycle goal. The balance will come from 2020 SPLOST Road, Streets, Sidewalks, Bridges and Stormwater Improvements Category. The list of streets to resurface on this contract are Lee St., Jackson St., Beaureguard St., McElreath St., Moody St., Knight St., Oakland St., Herring St., East Felton Rd., Roosevelt St., Porter St., Pine St., Powers Ct., Aubrey St., Fite St., Baker St., Cedar Ln., Ann Circle, Carter St., Moore St., and Quail Run. Based on the quantities used we will make minimum adjustments, as needed, to stay below an amount not to exceed cost of \$1,300,000.00.			
LEGAL:	N/A			

CONTRACT DOCUMENTS FOR:

RESURFACING OF VARIOUS CITY STREETS CARTERSVILLE PROJECT NO. PW-2023-LMIG



SECTION 0200 - BID PROPOSAL

BID BOND (Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Bartow Paving Company, Inc., 1055 Rowland Springs Rd., Cartersville, GA 30121

of the City of Cartersville State of GA and County of Bartow

as Principal and Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950

as Surety, are hereby held and firmly bound unto the CITY OF CARTERSVILLE,

GEORGIA as Owner in the penal sum of _____Five Percent (5%) of Amount Bid---

Dollars (\$______) for the payment of which, well and truly to be made,

we hereby jointly and severally bind ourselves, our heirs, executors, administrators,

successors and assigns.

Signed this 15th day of November 2023

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF CARTERSVILLE, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the project entitled:

RESURFACING OF VARIOUS CITY STREETS CARTERSVILLE PROJECT NO. PW-2023-LMIG

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of



0200-1

BID BOND

(Continued)

said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Witness As To Principal

ynthia Kay Troxel

Bartow Paving Company, Inc. Principal By SEAL

Philadelphia Indemnity Insurance Company Surety

8358 Main Street, Woodstock, GA 30188 Address

By

Attorney-in-Fact Marvala Erinkitola



0200-2

BID PROPOSAL

	Place CARTERSVILLE, GA Date 11/15/2023
Proposal of BARTOW PAVING COMPANY, INC.	(hereinafter called
"Bidder") a contractor organized and existing under the laws	s of the City of <u>CARTERSVILL</u> E
State of GEORGIA and County of BARTOW	, * an individual , a
corporation, or a partnership doing business as BARTOW P	AVING COMPANY, INC.

TO: CITY OF CARTERSVILLE, GEORGIA (Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of <u>RESURFACING OF VARIOUS CITY STREETS CARTERSVILLE PROJECT NO. PW-2023-LMIG</u> having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by June 15, 2024. Bidder further agrees to pay as liquidated damages the sum of <u>\$500.00</u> for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda: #1, #2, #3

*Strike out inapplicable terms



BID PROPOSAL (Continued)

The above prices shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

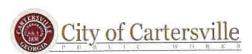
The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the ______of______ in the amount of <u>5%</u>____according to conditions under "Information For Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

G.E. SHROPSHIRE, III, PRESIDENT	39 CASSVILLE ROAD, CARTERSVILLE, GA 30120
---------------------------------	--

C. ANDREW SHROPSHIRE, V.P./SEC 2 VIRGINIA CIRCLE, ROME, GA 30162



BID PROPOSAL (Continued)

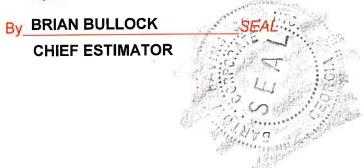
Dated at:

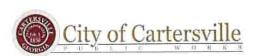
BARTOW PAVING COMPANY, INC.

The 15th day of NOVEMBER _____ 2023

in Bullal

Principal





0200-5

1

Landis Carnes

eo 12 - 126

From:	bidnotice.donotreply@doas.ga.gov
Sent:	Wednesday, October 18, 2023 2:11 PM
To:	Landis Carnes
Subject:	Addendum Notice for the Sourcing Event - PE-60899-NONST-2024-000000005

Dear BARTOW PAVING COMPANY INC, landis@bartowpaving.com

60899-CARTERSVILLE, CITY OF, a Georgia government entity, has an Addendum Notice for the following event

Issuing Entity: 60899-CARTERSVILLE, CITY OF Event Number: PE-60899-NONST-2024-000000005 Event Title: RESURFACING OF VARIOUS CITY STREETS Event Type: Non-State Agency Open/Release Date: 10/13/2023

Addendum 1 - Bidders Q&A

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-60899-NONST-2024-000000005&sourceSystemType=gpr20

Thank You,

Steven Foy 770-387-5602 sfoy@cityofcartersville.org

10/18/2023 02:10:39 PM

ADDENDUM 1 – BIDDERS QUESTIONS AND ANSWERS

1. For the milling, will it be full width or edge milling?

The milling is 4-foot-wide edge milling.

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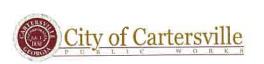
2. For the patching, is it full width or is it to be determined in the field?

The patching is determined in the field.

ACKNOWLEDGEMENT BY:

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BRIAN BULLOCK, CHIEF ESTIMATOR BARTOW PAVING COMPANY, INC.



0400-1

Landis Carnes

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e 19.

From:	bidnotice.donotreply@doas.ga.gov
Sent:	Monday, October 30, 2023 11:54 AM
То:	Landis Carnes
Subject:	Addendum Notice for the Sourcing Event PE-60899-NONST-2024-000000005

Dear BARTOW PAVING COMPANY INC, landis@bartowpaving.com

60899-CARTERSVILLE, CITY OF, a Georgia government entity, has an Addendum Notice for the following event

Issuing Entity: 60899-CARTERSVILLE, CITY OF Event Number: PE-60899-NONST-2024-00000005 Event Title: RESURFACING OF VARIOUS CITY STREETS Event Type: Non-State Agency Open/Release Date: 10/13/2023

Addendum 1 - Bidders Q&A REVISED 10-30-23

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-60899-NONST-2024-000000005&sourceSystemType=gpr20

i.

Thank You,

Steven Foy 770-387-5602 sfoy@cityofcartersville.org

10/30/2023 11:53:22 AM

ADDENDUM 1 -- BIDDERS QUESTIONS AND ANSWERS

1. For the milling, will it be full width or edge milling?

The milling is 4-foot-wide edge milling.

2. For the patching, is it full width or is it to be determined in the field?

The patching is determined in the field.

3. East Felton Rd & Porter St. have traffic lights on them. Is it the intent for the milling and paving operation to stop before damaging the traffic signal loops?

Yes, it is the intent for the milling and paving operation to stop before damaging the traffic signal loops.

4. Carter St has a railroad crossing, will railroad insurance and railroad flagging be required?

No, paving and milling operations should stop at the railroad right-of-way on either side of the crossing.

ACKNOWLEDGEMENT BY:

in Bulloh

BRIAN BULLOCK, CHIEF ESTIMATOR BARTOW PAVING COMPANY, INC.



0400-1

Landis Carnes

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From:	bidnotice.donotreply@doas.ga.gov
Sent:	Wednesday, November 1, 2023 4:16 PM
To:	Landis Carnes
Subject:	Addendum Notice for the Sourcing Event - PE-60899-NONST-2024-000000005

Dear BARTOW PAVING COMPANY INC, landis@bartowpaving.com

60899-CARTERSVILLE, CITY OF, a Georgia government entity, has an Addendum Notice for the following event

Issuing Entity: 60899-CARTERSVILLE, CITY OF Event Number: PE-60899-NONST-2024-00000005 Event Title: RESURFACING OF VARIOUS CITY STREETS Event Type: Non-State Agency Open/Release Date: 10/13/2023

Addendum 1 - Bidders Q&A REVISED 11-1-23

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-60899-NONST-2024-000000005&sourceSystemType=gpr20

Thank You,

Steven Foy 770-387-5602 sfoy@cityofcartersville.org

11/01/2023 04:15:14 PM

ADDENDUM 1 – BIDDERS QUESTIONS AND ANSWERS

1. For the milling, will it be full width or edge milling?

The milling is 4-foot-wide edge milling.

14

2. For the patching, is it full width or is it to be determined in the field?

The patching is determined in the field.

3. East Felton Rd & Porter St. have traffic lights on them. Is it the intent for the milling and paving operation to stop before damaging the traffic signal loops?

Yes, it is the intent for the milling and paving operation to stop before damaging the traffic signal loops.

4. Carter St has a railroad crossing, will railroad insurance and railroad flagging be required?

No, paving and milling operations should stop at the railroad right-of-way on either side of the crossing.

5. Regarding note 15 in section 400 – General Notes, it appears to be a carry-over from a previous project. Is that correct? Also, will we be required to mill and pave into the side streets if applicable?

No, the contractor will not be required to mill and pave into the side streets.

6. Is it the city's intent to reclaim the gutter line? There are several streets that are currently paved into the gutter making it hard to tell if it's header curb or if it's curb and gutter, how much extra milling depth will be required to pave back flush if reclaiming the gutter line is what's desired.

No extra milling is required beyond the standard depth to account for the resurfacing to be put down.

7. Could you clarify what the patching depth will be either 4 or 6 inches or is this to be determined in the field?

The patching depth is to be determined in the field.

ACKNOWLEDGEMENT BY:

BRIAN BULLOCK , CHIEF ESTIMATOR BARTOW PAVING COMPANY, INC.



0400-1

Landis Carnes

From:	bidnotice.donotreply@doas.ga.gov
Sent:	Friday, October 20, 2023 9:26 AM
To:	Landis Carnes
Subject:	Addendum Notice for the Sourcing Event - PE-60899-NONST-2024-000000005

Dear BARTOW PAVING COMPANY INC, landis@bartowpaving.com

60899-CARTERSVILLE, CITY OF, a Georgia government entity, has an Addendum Notice for the following event

Issuing Entity: 60899-CARTERSVILLE, CITY OF Event Number: PE-60899-NONST-2024-00000005 Event Title: RESURFACING OF VARIOUS CITY STREETS Event Type: Non-State Agency Open/Release Date: 10/13/2023

Addendum 2 - Revised Work Summary and Quantities

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-60899-NONST-2024-000000005&sourceSystemType=gpr20

Thank You,

Steven Foy 770-387-5602 sfoy@cityofcartersville.org

10/20/2023 09:24:54 AM

ACKNOWLEDGEMENT BY:

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BRIAN BULLOCK, CHIEF ESTIMATOR BARTOW PAVING COMPANY, INC.

City of Cartersville				
LMIG List of Streets				
Road Name	Length(FT)	Begin	End	Type of Work
Lee Street	2050	2050 West Avenue (SR 61 & SR 113)	W. Cherokee Avenue	Mill, Spot Level, Deep Patch, Resurface
		Pvmt Jt 630' Southeast of Int w W.		
Jackson Street	920	920 Cherokee Avenue	Lee Street	Mill, Spot Level, Deep Patch, Resurface
Beaureguard Street (Knight St to Moody St)	250	250 Knight Street	Moody Street	Mill, Deep Patch, Resurface
Beaureguard Street (Jackson St to				
McElreath St)	175	175 Jackson Street	McElreath Street	Resurface
McElreath Street	602	602 Beaureguard Street	Lee Street	Spot Level, Deep Patch, Resurface
Moody Street	528	528 Beaureguard Street	Lee Street	Spot Level, Resurface
Knight Street	1368	1368 Lee Street	Dead End	Mill, Spot Level, Deep Patch, Resurface
Oakland Street	312	312 Knight Street	Poplar Street	Deep Patch, Resurface
Herring Street	666	993 Lee Street	Fite Street	Mill, Deep Patch, Resurface
East Felton Road	1400	1400 Joe Frank Harris Parkway (SR 3)	Roving Road	Mill, Spot Level, Deep Patch, Resurface
		Pvmt Jt 310' South of Int w Johnson		
Roosevelt Street	1852	1852 Street	Dead End	Mill, Spot Level, Deep Patch, Resurface
Porter Street	3833	3833 N. Erwin Street	Tennessee Street (SR 61)	Mill, Spot Level, Deep Patch, Resurface
Pine Street	1262	1262 Lee Street	Etowah Drive	Mill, Deep Patch, Resurface
Powers Court	264	264 Pioneer Trail	Cul-de-sac	Mill, Spot Level, Deep Patch, Resurface
Aubrey Street	2117	2117 Cassville Road	N. Erwin Street	Mill, Spot Level, Deep Patch, Resurface

Mill, Spot Level, Resurface Mill, Spot Level, Resurface Mill, Spot Level, Resurface Mill, Spot Level, Resurface Mill, Spot Level, Resurface

W. Cherokee Avenue

W. Carter Street

Knight Street Ann Circle

908 West Avenue (SR 61 & SR 113)

3400 Center Road 2630 Jones Street

1716 West Avenue (SR 61 & SR 113)

348 Stokley Street

Baker Street Cedar Lane

Ann Circle

Fite Street

Mill, Spot Level, Resurface

Roosevelt Street

Quail Run

2750 Tennessee Street 512 Roosevelt Street

Moore Street Carter Street

Quail Run

Douglas Street

Mill, Resurface

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	Estimate of Quantities								
Street	Patching	Spot Level	9.5 MM	12.5 MM	Milling	MH	Valves		
	TN	TN	TN	TN	SY	EA	EA		
Lee Street	103	7	429	0	719	3	3		
Jackson Street	11	36	151	0	859	1	2		
Beaureguard Street (Knight St to Moody St)	4	0	36	0	10	1	0		
Beaureguard Street (Jackson St to									
McElreath St)	4	0	32	0	0	1	0		
McElreath Street	6	9	70	0	0	1	0		
Moody Street	0	9	62	0	0	0	1		
Knight Street (135 feet from									
Beaureguard St to Lee St)	0	6	40	0	0	0	0		
Knight Street (Beaureguard St to Dead									
End)	0	12	82	0	168	2	1		
Oakland Street	36	0	54	0	0	0	0		
Herring Street	0	0	187	0	1150	3	0		
East Felton Road	103	54	0	375	100	1	4		
Roosevelt Street	50	36	262	0	612	3	1		
Porter Street	0	54	0	780	3291	7	8		
Pine Street	36	36	178	0	293	2	3		
Powers Court	10	9	86	0	10	1	0		
Aubrey Street	48	36	476	0	1882	6	9		
Fite Street	0	54	335	0	1525	8	2		
Baker Street	0	0	109	0	155	1	0		
Cedar Lane	0	48	107	0	90	0	0		
Ann Circle	34	36	635	0	3510	19	1		
Carter Street	0	18	534	0	2340	8	12		
Moore Street	0	36	80	0	455	3	0		
Quail Run	0	0	491	0	2529	8	0		

*

Estimate of Quantities

Landis Carnes

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From:bidnotice.donotreply@doas.ga.govSent:Friday, October 20, 2023 2:32 PMTo:Landis CarnesSubject:Addendum Notice for the Sourcing Event - PE-60899-NONST-2024-00000005

Dear BARTOW PAVING COMPANY INC, landis@bartowpaving.com

60899-CARTERSVILLE, CITY OF, a Georgia government entity, has an Addendum Notice for the following event

Issuing Entity: 60899-CARTERSVILLE, CITY OF Event Number: PE-60899-NONST-2024-000000005 Event Title: RESURFACING OF VARIOUS CITY STREETS Event Type: Non-State Agency Open/Release Date: 10/13/2023

Addendum 3 - Revised Proposal Sheet

The sourcing event can be reviewed at: https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-60899-NONST-2024-000000005&sourceSystemType=gpr20

Thank You,

Steven Foy 770-387-5602 sfoy@cityofcartersville.org

10/20/2023 02:31:26 PM

ACKNOWLEDGEMENT BY:

BRIAN BULLOCK, CHIEF ESTIMATOR BARTOW PAVING COMPANY, INC.

	PROPOSAL		
DESCRIPTION	EST. UNIT QTY,	UNIT PRICE	TOTAL AMOUNT
150-1000 Traffic Control	1 LS	·	
402-1802 Recycled Asph. Patching, Incl Bitum Matl and H-Lime	445 TN		
402-1812 Recycled Asph. Conc. Leveling, Incl. Bitum Material and H-Lime	496 TN	P <u>1</u>	
402-3101 Recycled Asph Conc. 9.5 MM Superpave, Type 1, Blend 1,	4436 TN		
incl. Bitum Mtl. And H-Lime 402-3130 Recycled Asph Conc. 12.5 MM Superpave, GP 2 only, incl. Bitum Mtl.	1155 TN		
And H-Lime			
413-1000 Bitum Tack Coat	9340 GL		
432-5010 Mill Asph Conc Variable Depth	19698 SY		
611-8050 Adjust Manhole to Grade	79 EA		
611-8140 Adjust Water Valve Box to Grade	47 EA	÷	
653-0100 Thermoplastic Pvmt Marking	2 EA		
RR/Hwy Crossing Symbol			
653-0110 Thermoplastic Pvmt Marking Arrow, TP 1	1 EA		
653-0110 Thermoplastic Pvmt Marking Arrow, TP 2	6 EA		
653-1704 Thermoplastic Solid Traffic Stripe, 24 in, White	838 LF	: 1	
653-1804 Thermoplastic Solid Traffic Stripe, 8 in, White	394 LF		
653-2501 Thermoplastic Solid Traffic Stripe, 5 in, White	2.17 LM		
653-2502 Thermoplastic Solid Traffic	2.57 LM		
Stripe, 5in, Yellow		<u>.</u>	
653-3501 Thermoplastic Skip Traffic Stripe, 5 in, White	180 GLF	-	
653-6006 Thermoplastic Traffic Striping Yellow	30 SY		
654-1001 Raised Pvmt Markers TP 1	344 EA		
Grand Total			

16 E - 18)

SECTION 0400 – GENERAL NOTES

- 1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF CARTERSVILLE IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
- 2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND CONSTRUCTION DETAILS.
- 3. QUANTITIES FOR TURNOUTS, FLARES, ETC., ARE INCLUDED ON THE DETAILED ESTIMATE. THE CONTRACTOR WILL BE REQUIRED TO RUN THE GATE OUR AS THEY GO BY SIDE ROADS AND DRIVEWAYS AS NECESSARY TO PROVIDE SMOOTH TRANSITIONS. TURN LANES AT BUSINESSES AND SUBDIVISIONS WILL NOT BE INCLUDED, TURN LANES AT ROADWAY INTERSECTIONS WILL BE INCLUDED.
- 4. FLARES TO BE RESURFACED WILL REQUIRE NO ADDITIONAL BASE MATERIAL.
- 5. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN THE MILLING OPERATION SUCH THAT WATER DOES NOT POND ON THE ROADWAY. MILLED AREAS SHALL BE COVERED WITH FINAL SURFACE COURSE WITHIN FOURTEEN CALENDAR DAYS OF BEING MILLED.
- 6. FAILURE BY THE CONTRACTOR TO COVER THE MILLED SURFACE WITHIN FOURTEEN CALENDAR DAYS WILL RESULT IN LIQUIDATED DAMAGES TO BE ASSESSED AT A RATE OF \$500 PER DAY.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES IN DRAINAGE STRUCTURES AS A RESULT OF THE MILLING OPERATION SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
- 8. PERMANENT STRIPING: THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKING AT EXISTING LOCATIONS ON ROADWAY AND AS CURRENTLY MARKED WITH THE EXCEPTION OF CROSSWALKS. EXISTING CROSSWALKS SHALL BE STRIPED IN ACCORDANCE WITH GDOT'S MOST RECENTLY REVISED CROSSWALK DETAIL. THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKINGS ON SIDE ROADS TO THE END OF THE NEW RESURFACED SECTION. ALSO, THE CONTRACTOR SHALL RESTRIPE OR STRIPE (WHERE NOT EXISTING) STOP BARS AT ALL PAVED SIDE ROADS AND STREETS. REFERENCE PAVEMENT MARKING DETAILS AND NOTES IN GDOT SPECIFICATIONS FOR LOCATING EDGE LINES. THE COST OF RESTRIPING INCLUDING PAINTING REQUIRED STOP BARS, CROSSWALKS, AND PROVIDING CONSTRUCTION LAYOUT



0400-1

WILL BE PAID FOR UNDER 653 PAY ITEMS.

- 9. THIS PROJECT DOES NOT REQUIRE A NOL.
- 10. TRAFFIC CONTROL SHALL MEET THE REQUIREMENTS OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS – 2009 EDITION – CHAPTER SIX AND SPECIAL PROVISION SECTION 150-TRAFFIC CONTROL OF GDOT SPECIFICATIONS.
- 11. PLEASE SEE THE LIST OF STREETS, TYPICAL SECTIONS, SPECIAL SPECIFICATIONS AND APPROPRIATE MAPS AT THE END OF THIS SECTION. THE CONTRACTOR SHALL USE THE SPECIFIED DESIGN MIX AND APPLICATION RATE SPECIFIED ON THE STREET LIST AND TYPICAL SECTION FOR EACH STREET.
- 12. THE SPREAD RATE OF THE 9.5 MM SHALL BE 125#/SY, THE SPREAD RATE OF THE 12.5 MM SHALL BE 165#/SY.
- 13. PATCHING WILL GENERALLY BE 4" to 6" IN DEPTH AND 19MM MIX SHALL BE USED FOR PATCHING.
- 14. ALL PAVING AND MILLING OPERATIONS SHALL BE DONE BETWEEN SUNRISE AND SUNSET, NO NIGHT WORK WILL BE ALLOWED ON THIS PROJECT.
- 15. THE CONTRACTOR WILL NOT BE REQUIRED TO MILL AND PAVE INTO THE SIDE STREETS EXCEPT FOR SOUTH ERWIN STREET OFF JUSTICE ROBERT BENHAM DRIVE SHALL BE MILLED AND PAVED BACK TO THE RADIUS POINT/EXISTING PAVEMENT JOINT.
- 16. ANY NECESSARY SHOULDER BUILDING WILL BE DONE BY THE CITY OF CARTERSVILLE, LOW/SOFT SHOULDER SIGNS WILL NOT BE REQUIRED.
- 17. POST MOUNTED ADVANCE WARNING SIGNS ARE NOT REQUIRED, TRIPOD MOUNTED SIGNS ARE ACCEPTABLE.
- 18. A MATERIALS TRANSFER DEVICE IS NOT REQUIRED ON THIS PROJECT.



0400-2

SPECIFICATIONS FOR RAISING RING AND COVERS OF SEWER MANHOLES AND WATER VALVES

SEWER MANHOLES

.

Ring and covers are to be raised flush and even with the resurfaced pavement. Cut away pavement in a circular pattern 12-inches wider than the outside edge of the manhole ring. On manholes which do not have the standard ring and cover, the City will provide a new ring and cover for replacement. Use bricks and mortar to raise the top of manhole elevation to allow for proper adjustment of the ring and cover. Existing bricks which are loose or crumbling are to be removed down to a solid base for laying new bricks on top, (An inspector from the Water Department will be present to assist in making a determination of the extent of removing and replacing existing crumbled brick risers). The ring and cover is to be bedded solidly in mortar. The inside surface of the brick and mortar courses is to be plastered with a smooth coat of mortar. Concrete is to be placed in the outside area of the manhole to the pavement surface. (protect with steel plate during.

WATER VALVES

Ring and covers are to be raised flush and even with the resurfaced pavement. Cut away pavement in a square pattern a 6 to 10 inches wider than the outside edge of the ring On valves which have damaged covers or do not have the standard ring and cover, the City will provide a new ring and cover for replacement. Use SDR 26 PVC pipe of matching diameter to the existing valve box cut to the necessary length to properly adjust the top elevation of the ring and cover. Concrete is to be placed in the outside area of the valve box up to the pavement surface. (protect with steel plate during curing.) The contractor is to take necessary precautions to prevent gravel and debris from entering the valve box during ring and cover raising operations. Any debris entering valve box must be removed.



Russell R. McMurry, P.E., Commissioner One Georgia Center 600 West Peachtree Street, NW Atlanta, GA 30308 (404) 631-1000 Main Office

May 8, 2023

CERTIFICATE OF QUALIFICATION Vendor ID: 2BA780

Bartow Paving Company, Inc 1055 Rowland Springs Road Cartersville, GA 30121

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING:	\$117,600,000.00
CERTIFICATE EXPIRES:	April 30, 2025
PRIMARY WORK CLASS/CODE:	400
SECONDARY WORK CLASS(ES)/CODE(S):	205, 209, 301, 310, 432 and 550

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Subcontractor may request an extension of its current registration prior to the expiration date of the registration by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the registration. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved registration to lapse will leave the Subcontractor without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.

Sincerely,

Marc Mastronardi, P.E. Marc Mastronardi, P.E. Marc Mastronardi, P.E. Digitally signed by Marc Mastronardi@dot.ga.gov, C=Georgia Department of Transportation, C=Division of Construction - Director, CN="Marc Mastronardi, P.E." Date: 2023 05 11 13:29:41-04'00'

Marc Mastronardi, P.L. Chairman, Pregualification Committee/Contractors

MM:TKA



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE **BRAD RAFFENSPERGER**

HOME (/)

BUSINESS SEARCH			
BUSINESS INFORMATION			
Business Name:	BARTOW PAVING COMPANY, INC.	Control Number:	H505605
Business Type:	Domestic Profit Corporation	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	1055 Rowland Springs Road, Cartersville, GA, 30120-1685, USA	Date of Formation / Registration Date:	2/18/1950
State of Formation:	Georgia	Last Annual Registration Year:	2022

REGISTERED AGENT INFORMATION

Registered Agent Name: SHROPSHIRE GEORGE Physical Address: 1055 ROWLAND SPRINGS ROAD, CARTERSVILLE, GA, 30121, USA County: Bartow

OFFICER INFORMATION

Name	Title	Business Address
Charles Andrew Shropshire	Secretary	1055 Rowland Springs Road, Cartersville, GA, 30120, USA
George Shropshire, III	CEO	1055 Rowland Springs Road, Cartersville, GA, 30120, USA
George Shropshire, III	CFO	1055 Rowland Springs Road, Cartersville, GA, 30120, USA

Filing History Name History Return to Business Search

Back

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: https://sos.ga.gov/ © 2015 PCC Technology Group. All Rights Reserved. Version 6.2.11

Report a Problem?

Occupational Tax Certificate City of Cartersville, Georgia



Business Mailing Address: G.E. SHROPSHIRE BARTOW PAVING COMPANY, INC PO BOX 2045 CARTERSVILLE, GA 30121

Certificate Number 0001202201076

Business Address:

1055 ROWLAND SPRINGS RD SE

Business Type: 324121 - Asphalt Paving Mixture and Block Manufacturing Customer Number: LCB201700430

Certificate Issued To: BARTOW PAVING COMPANY, INC

Certificate Amount: 675.00

Expiration Date: 12/31/2023

andy Manneno

Date Issued: November 07, 2022

Director of Planning and Development

DISPLAY IN A CONSPICUOUS PLACE. MAY BE REVOKED FOR CAUSE

MISC00000889315



SYSTEM FOR AWARD MANAGEMENT

Bartow Paving Company, Inc. DUNS: 033620337 CAGE Code: 0J4R5 Status: Active SAM Unique Entity ID: L9YUALBPP4H7 Expiration Date: 05/01/2024 Purpose of Registration: All Awards 1055 Rowland Springs Rd Cartersville, GA, 30121-2951 UNITED STATES

Entity Overview

Entity Registration Summary DUNS: 033620337 Name: Bartow Paving Company, Inc. Business Type: Business or Organization Last Updated by: LANDIS CARNES Registration Status: Active Activation Date: 05/04/2023 Expiration Date: 05/01/2024

Exclusion Summary Active Exclusion Records? No

Meeting: December 7, 2023 Item10.

Form W-9 (Rev. October 2018)	Identifi
Department of the Treasury	

Internal Revenue Service

Request for Taxpayer cation 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. 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

	BARTOW PAVING COMPANY, INC.		_				_						
	2 Business name/disregarded entity name, if different from above												
page 3.	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.	In	ertair		les,	not ir	divid	ily oni luais;					
e. ns on	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC	Exempt payee code (If any)											
₿ E	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)												
Print or type. Specific Instructions on	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 the is disregarded from the owner should check the appropriate box for the tax classification of its owner.	at code (if any)						ig 					
ecil	Other (see instructions) >		(Applies to accounts maintained outside the U.S.)						U.S.)				
See Sp							e and address (optional)						
0)	6 City, state, and ZIP code CARTERSVILLE, GEORGIA 30120-2951												
	7 List account number(s) here (optional)												
Pa													
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social s	secur	ity n	umbe	r	-	-		_				
reside	up withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other as, it is your employer identification number (EIN). If you do not have a number, see How to get a		-			-[
TIN, I	ater. OF				1.516			-	-				
Note:	If the account is in more than one name, see the instructions for line 1. Also see What Name and Employ	yer ide	enuf	lcauo	n ni	umbe	# 	-	-				
Numb	ber To Give the Requester for guidelines on whose number to enter. 5 8	-	0	8	3	3	2	0 1					

Part II Certification

Under penalties of perjury, I certify that:

- 1. 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
- 2. 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
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. 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're 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 ►	A	1)	h	IM	NR	Date ►	11
Gone	ral Inetri	11:1	ne)	14		• Form 1099-DIV (dividends	, inc

General Instructions

Section references are to the Internal Revenue dode 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)

- /15/2023
- cluding 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.



1055 Rowland Springs Rd. | Cartersville, GA 30121 |www.bartowpaving.com

info@bartowpaving.com | P: (770) 382-2025 | F: (770) 387-1309

STATEMENT OF POLICY 01/01/2023

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race religion sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

Furthermore, it is the policy of this Company to cooperate to the fullest extent with the applicable regulations of the Civil Rights Act of 1964, Executive Order No. 11246, and amendments thereto. A copy of this statement of policy shall be furnished to all our sub-contractors, and major suppliers, and shall be posted at our offices and bases of operation. This policy will be applied to every phase of employee recruitment, including employment agencies, labor organizations and advertising.

NOTICE ENCOURAGING REFERRAL OF MINORITY AND FEMALE APPLICANTS

We encourage employees to refer minority and female applicants for employment. If you know a minority or female who is seeking employment, please refer them to us.

COMPLAINT PROCEDURES

To assure implementation of the above policy Travis Christiansen is designated as the Equal Employment Opportunity Officer. Any complaint of alleged discrimination by this Company should be brought to his attention. He may be contacted in writing at 1055 Rowland Springs Road, Cartersville, GA 30121 or by telephone at 770-382-2025.

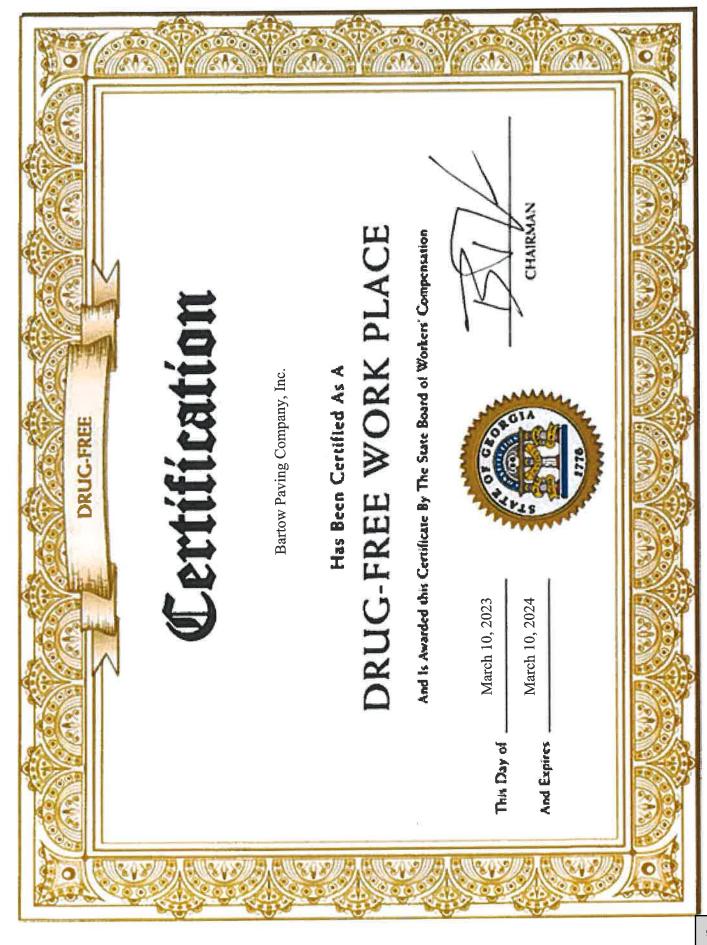
AFFIRMATIVE ACTION

The equal employment objective of the Company is to achieve an employee profile that is an approximate reflection of the community's demographic distribution with respect to race and sex in each major job classification. This objective demands full utilization of minorities and women in all job classifications, as well as the absence of discrimination in employment as a result of race, religion, national origin, sex, age, disability, veteran status or any other condition or status protected by applicable federal or state statutes, except where a bona fide occupational qualification applies.

In addition to our commitment to provide equal opportunities to all qualified individuals, we will make every effort to reach an appropriate mix of employees with respect to minority employment in order to maintain our status as an equal opportunity employer in every sense of the word.

By executing this agreement, you agree to adopt the above policy statement and provide us with the name, address and phone number of your Equal Employment Officer.

SHIRE III, PRESIDENT TRAVIS CHRISTIANSEN, EEO OFFICER





CERTIFICATE OF LIABILITY INSURANCE

Meeting: December 7, 2023 Item10.

Т

9/27	7/20	123
9/2	(12)	123

							2//2023
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).							
	o the cer	tineate noider in neu or o	CONTACT NAME: Susan Gor				
PRODUCER Cobbs Allen			PHONE DOF 974	1205	FAX (A/C, No): 2	05-41	4-8105
115 Office Park Drive, Suite 200			PHONE (A/C, No, Ext): 205-874 E-MAIL	+heellen eer		.00 41	10100
Birmingham AL 35223			ADDRESS: SGOREWCC				NAIC #
					IDING COVERAGE	_	11150
		BARTO-2	INSURER A : Arch Insu		·		25674
Bartow Paving Company, Inc.		DARTO-2	² INSURER B : Travelers P&C of America				
1055 Rowland Springs Road			INSURER C :				,
Cartersville, GA 30121			INSURER D :			_	
			INSURER E :				
	_		INSURER F :				
COVERAGES CER	TIFICAT	E NUMBER: 1823230536			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	Equirem Pertain Policies	ENT, TERM OR CONDITION , THE INSURANCE AFFORD 5. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	DESCRIB DESCRIB	ED NAMED ABOVE FOR TH DOCUMENT WITH RESPECT HEREIN IS SUBJECT TO	T TO	WHICH THIS THE TERMS,
INSR LTR TYPE OF INSURANCE	ADDL SUB	D POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MIL YC' KP		S	
A X COMMERCIAL GENERAL LIABILITY		ZACAT9238007	10/1/2023	10/1/ 24	CH OCCURRENCE	\$ 1,000	,000
CLAIMS-MADE X OCCUR				1	PREMISES (Ea occurrence)	\$ 300,0	00
					MED EXP (Any one person)	\$ 10,00	0
					PERSONAL & ADV INJURY	\$ 1,000	,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000	,000
POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 2,000	,000
OTHER:						\$	
		ZACAT9238007	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000	000,
X ANY AUTO					BODILY INJURY (Per person)	\$	
OWNED SCHEDULED					BODILY INJURY (Per accident)	\$	
AUTOS ONLY AUTOS AUTOS ONLY X AUTOS AUTOS ONLY X AUTOS					PROPERTY DAMAGE (Per accident)	\$	
AUTOS ONLY AUTOS ONLY						\$	
B X UMBRELLA LIAB X OCCUR		(P35 1723NF	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 5,000	000
					AGGREGATE	s 5,000	000
- Ochino in oc						s	
A WORKERS COMPENSATION		ZAW 381907	10/1/2023	10/1/2024	X PER OTH-		
AND EMPLOYERS' LIABILITY		Extra obtion			E.L. EACH ACCIDENT	\$ 1,000	000
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					E.L. DISEASE - EA EMPLOYEE	1975 O-65376	2010/0211
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	and sourced	Real and Marca
DESCRIPTION OF OPERATIONS below							
						,	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOF	RD 101, Additional Remarks Schedu	ile, may be attached if mor	e space is requi	red)		
General Liability - - Blanket Additional Insured if required by v	written co	ntract					
Blanket Waiver of Subrogation if required	by writte	n contract					
 60 Day Notice of Cancellation if required Primary and Non-Contributory if required 	by writter	n contract					
U - 820							
Automobile Liability - - Blanket Additional Insured if required by written contract See Attached							
CERTIFICATE HOLDER CANCELLATION							
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
SAMPLE CERTIFICATE			AUTHORIZED REPRESE	NTATIVE			
		Jutal Price					
×	() "myny from						
I			© 19	88-2015 AC	ORD CORPORATION.	All rig	hts reserved

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	AGEN	CY CUSTOMER ID: BARTO-2	Meeting: December 7, 2023 Item10.		
		LOC #:			
ACORD [®] ADDITIONAL			Page <u>1</u> of <u>1</u>		
AGENCY Cobbs Allen		NAMED INSURED Bartow Paving Company, Inc.			
POLICY NUMBER		Bartow Paving Company, Inc. 1055 Rowland Springs Road Cartersville, GA 30121			
CARRIER	NAIC CODE	-			
CARNIER		EFFECTIVE DATE:			
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC FORM NUMBER:	F LIABILITY II	SURANCE			
FORM NUMBER:25FORM TITLE: CERTIFICATE OF Banket Waiver of Subrogation if required by written contract - 80 Day Notice of Cancellation if required by written contract - Primary and Non-Contributory if required by written contract - Broad Form - All States - Blanket Waiver of Subrogation if required by written contract - 60 Day Notice of Cancellation if required by written contract - Follow Form GL, Auto and Work Comp - Blanket Waiver of Subrogation if required by written contract - 30 Day Notice of Cancellation if required by written contract - 30 Day Notice of Cancellation if required by written contract - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary and Non-contributory if required by written - Primary basis or Primary b	is less				

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PHILADELPHIA INDEMNITY INSURANCE COMPANY One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John David Potts, Melissa Potts, Marvala Erinkitola & Cynthia Kay Troxel of Founders Insurance Group, LLC a division of Oakbridge Insurance Agency, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

> That the Board of Directors hereby authorizes the President or any Vice President of the **RESOLVED:** Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



FURTHER

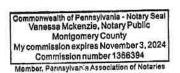
RESOLVED:

(Seal)

5

John Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Vanessa makensie

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this ______ day of ______ day of ______, 20 23



Edward Sayago, Corporate Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY

DESCRIPTION	EST. UNIT QTY.	UNIT PRICE	TOTAL	т
150-1000 Traffic Control	1 LS		\$83,916.67	\$83,91
402-1802 Recycled Asph. Patching, Incl Bitum Matl and H-Lime	445 TN	-	\$161.07	\$71,67
402-1812 Recycled Asph. Conc. Leveling, Incl. Bitum Material and H-Lime	496 TN		\$149.74	\$74,27
402-3101 Recycled Asph Conc. 9.5 MM Superpave, Type 1, Blend 1,	4436 TN			4000 40
incl. Bitum Mtl. And H-Lime			\$143.40	\$636,12
402-3130 Recycled Asph Conc. 12.5 MM Superpave, GP 2 only, incl. Bitum Mtl. And H-Lime	1155 LS		\$136.56	\$157,72
			\$0.01	\$9
413-1000 Bitum Tack Coat 432-5010 Mill Asph Conc Variable Depth	9340 GL 19698 SY		\$2.77	\$54,56
611-8050 Adjust Manhole to Grade	79 EA		\$1,290.00	\$101,9
611-8140 Adjust Water Valve Box to Grade	47 EA		\$1,075.00	\$50,5
653-0100 Thermoplastic Pvmt Marking RR/Hwy Crossing Symbol	2 EA		\$500.00	\$1,00
653-0110 Thermoplastic Pvmt Marking Arrow, TP 1	1 EA		\$75.00	\$
653-0110 Thermoplastic Pvmt Marking Arrow, TP 2	6 EA		\$75.00	\$4
653-1704 Thermoplastic Solid Traffic Stripe, 24 in, White	838 LF		\$7.50	\$6,2
653-1804 Thermoplastic Solid Traffic Stripe, 8 in, White	394 LF	1	\$2.50	\$9
653-2501 Thermoplastic Solid Traffic Stripe, 5 in, White	2.17 LM)	\$3,850.00	\$8,3
653-2502 Thermoplastic Solid Traffic Stripe, 5in, Yellow	2.57 LM		\$3,850.00	\$9,8
653-3501 Thermoplastic Skip Traffic Stripe, 5 In, White	180 GLF		\$0.45	Ş
653-6006 Thermoplastic Traffic Striping Yellow	30 SY	12	\$7.00	\$2
654-1001 Raised Pvmt Markers TP 1	344 EA		\$6.50	\$2,2
Grand Total				\$1,260,37



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 7, 2023				
SUBCATEGORY:	Contracts/Agreements				
DEPARTMENT NAME:	Public Works				
AGENDA ITEM TITLE:	GA Power Utility Relocation Cost Agreement				
DEPARTMENT SUMMARY RECOMMENDATION:	 GA Power will need to perform utility relocations to accommodate the Grassdale Road Sidewalk Project (P.I. 0016638). Georgia Power has determined that there are reimbursable locations where Georgia Power has obtained easements in 1942 establishing their "prior rights" for them to request a utility cost agreement to be signed. Funding certifications include a requirement that utility certification be done for this project. Staff recommends the agreement be signed so that the utility certification for Grassdale Road Sidewalk Project (P.I. 0016638) can be completed, which will keep this project moving forward through the process. This cost of the agreement is to not to exceed \$190,105.00. Recently the Georgia Department of Transportation programmed the entire \$190,105.00 of this unbudgeted cost agreement into future project funding. It appears that GDOT will fund 80% of this agreement and a 20% match will be split between Bartow County and the City of Cartersville. Therefore, the City of Cartersville may be responsible for up to \$19,010.00. Bartow County has already signed their portion of the agreement. Public Works recommends approval by the City for our portion of the agreement. 				
LEGAL:	N/A				



August 1, 2023

City of Cartersville Dan Porta, City Manager 330 S. Erwin St Cartersville, Georgia 30120

RE: PI# 0016628 Grassdale Rd from SR 293 to SR3/SR20

Mr. Porta,

Attached is the Relocation Agreement between Georgia Power Company and City of Cartersville for the above referenced project.

Please sign and return to the email address below:

mrkimber@southernco.com

After it has been executed by Georgia Power Company, we will email you a copy.

Both the total estimated cost for relocation and the Payment Amount are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, the City executes and returns the enclosed Relocation Agreement and authorizes commencement of the work. Work must commence within 6 months of the executed relocation agreement.

If you have any questions, please contact Scott McCarley at (404) 971-0801.

Sincerely,

Monica R. Kimber mrkimber@southernco.com

Attachments

Please sign the agreement and send the electronic copy to the email address below:

Monica R. Kimber (mrkimber@southernco.com)

After agreements have been executed by Georgia Power Company, we will email a copy to you for your records.

Please remit any payments to the address below:

Georgia Power Company

96 Annex

Atlanta, GA 30396-0001

(Attn: Ayannes Stodghill)

Please reference invoice and or PI# number on check.

UTILITY RELOCATION AGREEMENT

PROJECT NAME: Grassdale Rd from SR 293 to SR3/SR20 PROJECT NUMBER: 0016628 GDOT PROJECT NUMBER: LOCAL LET

THIS AGREEMENT is made and entered into as of the _____day of ______, 20___, by and between **CITY of CARTERSVILLE**, State of Georgia (hereinafter referred to as the "<u>City</u>"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "<u>Company</u>"). This Agreement may refer to either City or Company, or both, as a "<u>Party</u>" or "<u>Parties</u>."

WITNESSETH:

WHEREAS, the City proposes under the above written Project to construct Grassdale Rd from SR 293 to SR3/SR20 (hereinafter referred to as the "<u>Project</u>"); and

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to City's acquisition of the road right(s)-of-way, all as involved in said Project; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1 THE WORK

1.1 **Company Facilities**

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as <u>Exhibit "A"</u> and incorporated herein by reference (the "<u>Work</u>"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 Road Right-of-Way

Prior to Company commencing the Work, City will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 Traffic Control

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the City.

Section 2 COSTS AND PAYMENT

2.1 Compensable Property Interests

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is TWO HUNDRED FIFTY THOUSAND, NINE HUNDRED SIXTY-SEVEN Dollars (\$250,967.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is ONE HUNDRED NINETY THOUSAND, ONE HUNDRED FIVE Dollars (\$190,105.00), otherwise reflected as seventy-five and seventy-five hundredths percent (75.75%) of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at City's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by City.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with <u>Sections 3 and 4</u> below, City will pay Company a sum equal to the lesser of (a) ONE HUNDRED NINETY THOUSAND, ONE HUNDRED FIVE Dollars (\$190,105.00), otherwise reflected as **seventy-five and seventy-five hundredths percent (75.75%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of actual Relocation Costs representing Company's

compensable property interests with respect to the Project. City will also pay Company for the costs of any improvements or betterments of a Facility being made solely at City's request and not being made necessary by the proposed construction and/or maintenance.

2.2 Progress Payments

If Company chooses to submit invoices for progress payments, City will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the City. Upon completion of the Work, Company shall submit a final bill to City and City shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the City.

2.3 Change in Scope

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) City's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If City determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, City will provide Company with a written basis for such insufficiency and request that Company provide additional information. City will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "<u>Commencement Date</u>").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that City certifies in writing to Company that the Project is timesensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If City does not thereafter make a determination regarding the Reimbursement Claim within \underline{six} (6) months from the date of City's receipt of same, the Reimbursement Claim will be deemed approved by City.

Section 4 DISPUTE RESOLUTION

4.1 Disagreement

If Company disagrees with City's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to <u>Section 4.2</u> below.

4.2 **Dispute Notice**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) City fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

4.3 Mediation

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

Section 5 VERIFICATION

5.1 Material Discrepancy

For purposes of this <u>Section 5</u>, "<u>Verification</u>" means that City has reasonably determined that there is a material discrepancy between Company's invoiced charges and City's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, City agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should City fail to provide such documentation within the specified time period, City must pay the disputed amount. City must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. City must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 <u>Audit</u>

At any time within thirty-six (36) months after the date of final payment, City, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company's business activities and subject to Company's reasonable security requirements. As a prerequisite to conducting such audit, City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company's Nondisclosure Agreement. Company may redact from its records provided to City information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable City to test the accuracy of the invoices to which the audit pertains, provided that City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from City (based on the mutually agreed upon audit results), City may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and City. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. City may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6 CITY AS PARTY

City acknowledges that this Agreement is "proprietary" in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not "governmental" or "legislative,"

PI# 0016628

as prohibited by O.C.G.A. § 36-30-3(a). City further represents and warrants that this Agreement will comply with all applicable laws concerning City actions and approvals and execution of binding agreements. City covenants to undertake all actions necessary to bind City.

Section 7 COMMENCEMENT AND TERMINATION CONDITIONS

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company's facilities required by the Project. If City fails to authorize commencement of the Work by August 1, 2024, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing City with notice in writing. If City fails to sign and return this Agreement to Company by August 1, 2024, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

Section 8 MISCELLANEOUS PROVISIONS

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST:	City of Cartersville, GEORGIA
By:	
Title:	By: Mayor
Witness:	(SEAL)
Notary: (SEAL)	
	Approved as to Form by:
	City of Cartersville Department of Transportation
ATTEST:	GEORGIA POWER COMPANY
By:	
Title:	
Witness:	Title: <u>Centralized Engineering Svcs Manager</u>
Notary: (SEAL)	Date:

[Give proper title of each person executing Agreement. Attach seal as required.]

DOT Prior Rights Research PI# 0016628 Grassdale Road From SR 293 to SR3/SR 20 Bartow County

Prior rights research for the above project is complete. A thorough search has been performed in the Georgia Power Company LIMS GIS database, on the Bartow County Tax Assessors website and on the GSCCCA.org website by Land Lot and Land District, property owners and address. The project is located in Land Lots 55, 90, 127 and 128 of the 4th Land District of Bartow County, Georgia. Road involved is Grassdale Road

Distribution Base Maps: 0255-1440 and 0255-1436

Transmission:

There are no Transmission Lines, Structures or Facilities within the project area.

Distribution:

The reimbursable locations located on the East side of Grassdale Road are covered by an easement acquired from R. L. Knight (PSN# 16653), dated January 30, 1942. The reimbursable locations located on the West side of Grassdale Road are covered by an easement acquired from Kate B. Strickland (PSN# 16654), dated January 30, 1942.

Distribution lines and facilities were constructed outside of State Road, County and City Right of Way. We found no evidence that the State, County or City owned any Right of Way prior to the placement of the reimbursable locations for the distribution lines and facilities in the project area.

			EXHIBIT "A"	Meeting: December 7, 2023
			Bartow County	
			Grassdale Road from SR 293 to SR3/SR20	
			PI# 0016628	
			October 20, 2022	
		Reimb		
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Work	Reimb	-noN		
Loc #			Comments	
Sheet	<u>24-0</u>	1		
26		X		
27		X	To/From Location from Location #26	
33 Sheet	24.0	X		
40	<u>24-0</u>	004 X	To/From Location from Location #44	
40		X	To/From Location from Location #45	
43		X	To/From Location from Location #48	
44		X		
45		X		
47		X	To/From Location from Location #27	
Sheet	24-0	005		
48		X		
49		Х		
50		Х	To/From Location from Location #49	
Sheet	24-0	007		
63	X		Easment from R. L. Knight (PSN# 16553), dated 1,	
64	X		Esement from Kate B. Strickland (PSN# 16554), do	
66	X		Easement from R. L. Knight(PSN# 16553), dated 1	/30/42
			Fore we are the set (set a D. Christel and (DCN) // 1/554)	
67		011	Easement from Kate B. Strickland (PSN# 16554), c	dated 1/30/42
Sheet	1		Easment from R. L. Knight (PSN# 16553), dated 1,	/30//2
83 84	X X		Easment from R. L. Knight (PSN# 16553), dated 1,	
04			Off Road Right of Way and Easement from R. L. H	
85	x		16553), dated 1/30/42	
86	X		Easment from R. L. Knight (PSN# 16553), dated 1,	/30/42
88	X		To/From Location from Location #86	

Form 2-424	Name of Line Meeting: December 7, 2023 Item11.
SEQ. NO. 8-847	Account No.
STATE OF GEORGIA.	EASEMENT L.F. <u>6-820</u>
Gartow COUNTY.	M.F. <u>000</u> 0 4.82.0 7.3
Received of Georgin Con	Company, hereinafter called the Company, the sum of
one	Dollars, (\$ 1. 2.), in consideration of which
the undersigned, <u>K.W. H</u>	Name , whose Post Office Address is
그는 것은 것은 것을 좋아 것 같아. 문화가 있는 것 같아. 가지 않는 것 같아. 말했다.	reby grant and convey to said Company, its successors and assigns,
in Land Lot Number 127-20-55-	on, along and across that tract of land owned by the undersigned of the District, Section
of Barton	County, State of Georgia, said lands being bounded on the North
	, on the South by lands of
and on the West h	y lands of County Rel
together with the right to construct, operate and	d maintain continuously upon said land, its lines (erected on poles) for and other necessary apparatus, fixtures and appliances, including the

transmitting electric current, with poles, wires and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the start in the start is the start i	and seal, this			Jan	ha S , 194 À
		~	XMS	migh	L) (SEAL)
igned, sealed and delivered in the p	resence of:			· · · · · · · · · · · · · · · · · · ·	(SEAL)
W-O. Powell	DEED BOOK	81			
This assemant to be signed in	PAGE	520			

his easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public

Form 2-424-80M-4-21-41	Name of Line . Meeting: December 7, 2023 Item 1
SEQ. NO. 8-848	Account No. M. F.
STATE OF GEORGIA,	EASEMENT D4 820-3-1
Barton COUNTY.	사실 사람이 있는 것은 것은 것을 가지 않는 것을 가지 않는 것이 있다. 이렇게 가지 않는 것이 있는 것이 있다. 가지 않는 것이 있는 것이 없는 것이 없 것이 없는 것이 없 않이 않이 않이 않이 않이 않이 않이 않는 것이 없는 것이 않이
Received of Gengria	Concern. Company, hervinafter called the Company, the sum of
one	Dollars, (\$ 1000), in consideration of which
the undersigned, <u>Kate</u> 13	Kame)
Cartenentle In , dol	hereby grant and convey to said Company, its successors and assigns.
	in, upon, along and across that tract of land owned by the undersigned
in Land Lot Number	of the 4.52 District, 3.24 Section
by lands of	Copenty KQ, on the South by lands of
Branton	, on the East by lands of R. W. Knight
and on the V	Vest by lands of Warder August,
together with the right to construct, opera	te and maintain continuously upon said land, its lines (erected on poles) for wires and other necessary apparatus, fixtures and appliances, including the

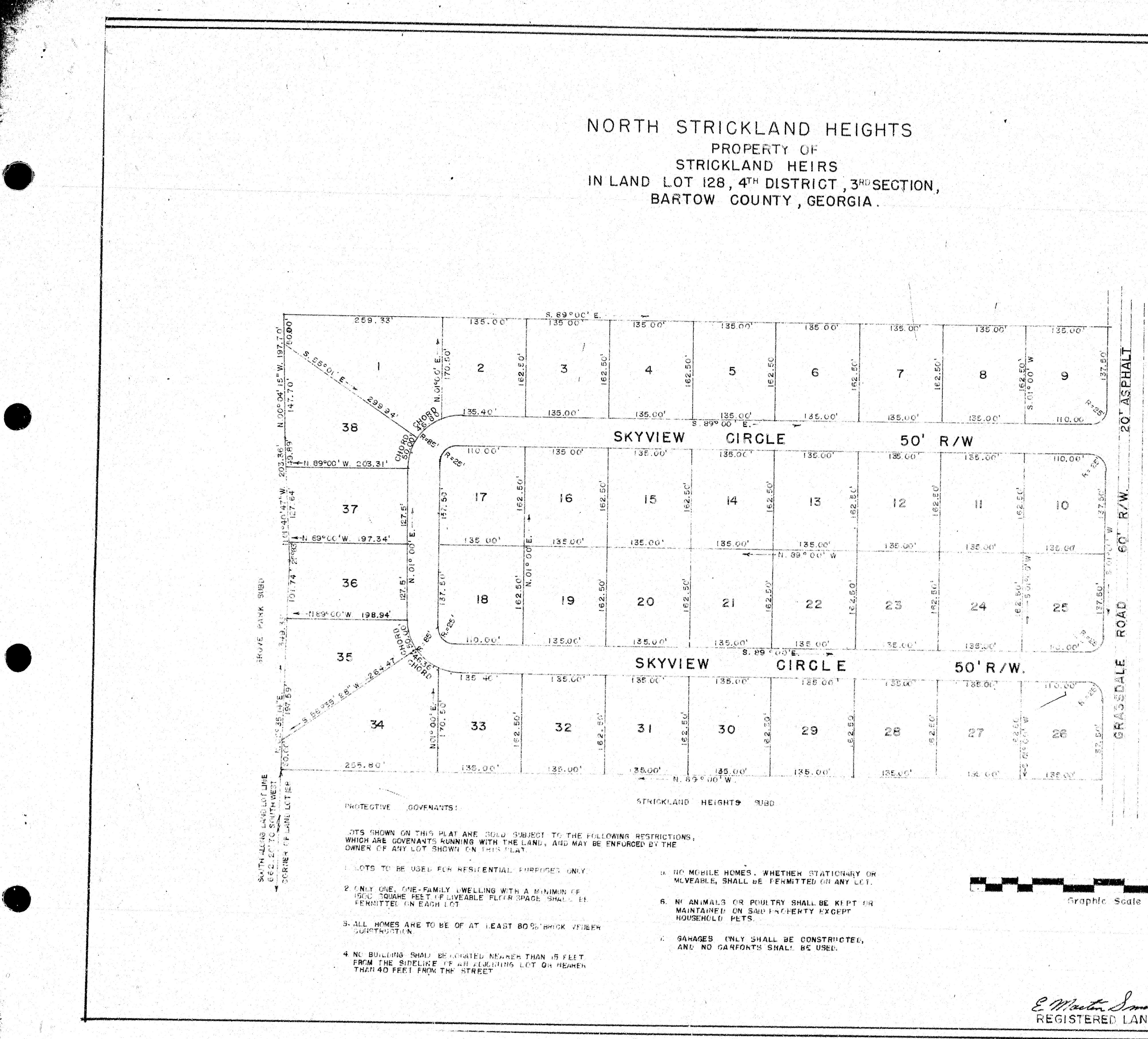
transmitting electric current, with poles, wires and other necessary apparatus, fixtures and appliances, including the "ight to stretch communication wires on said poles, with necessary appliances; with the right to permit the attachnent of the wires and appliances of any other company, or person, to said poles; together with the right at all times o enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extenions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and ther obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation f said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said imber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbeore set out.

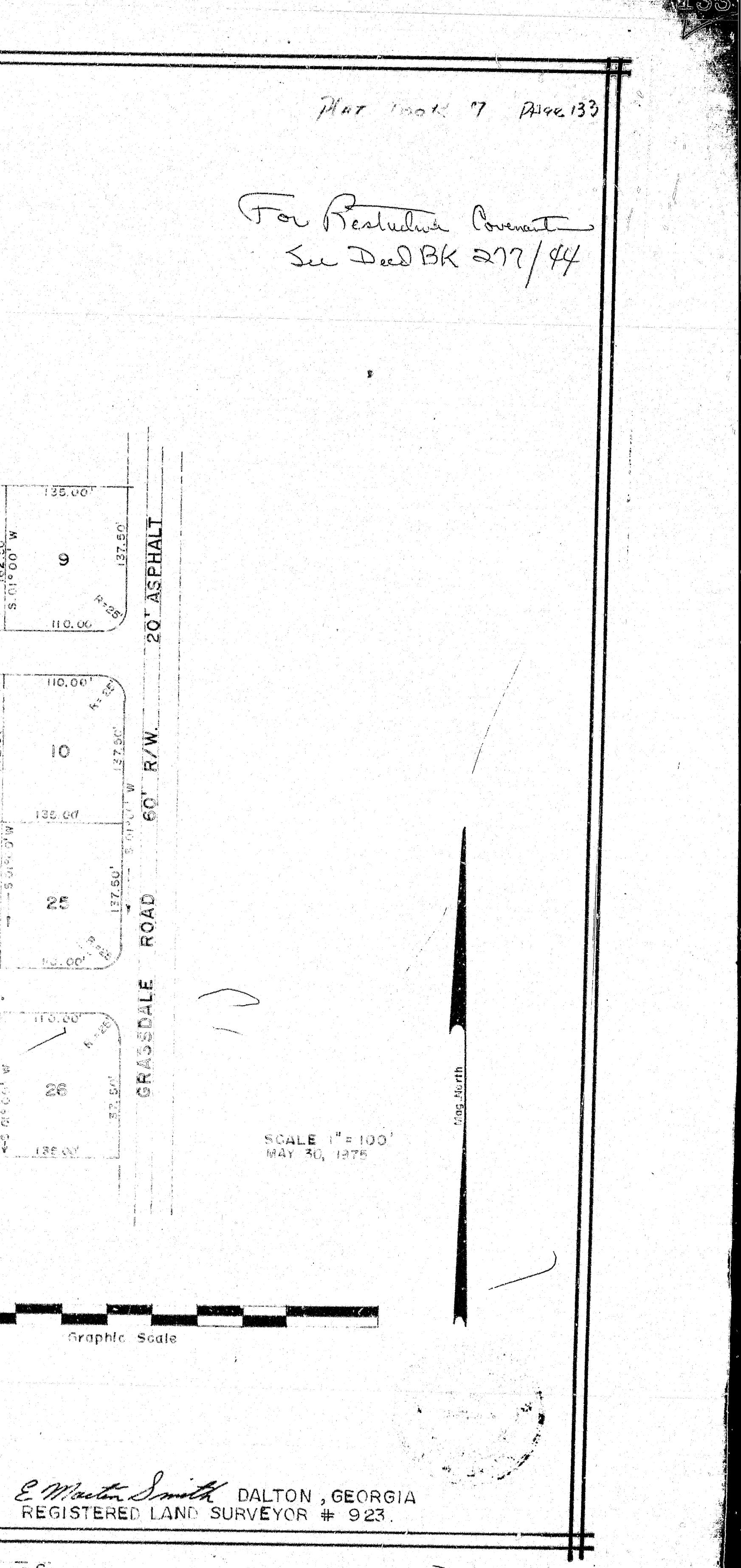
Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

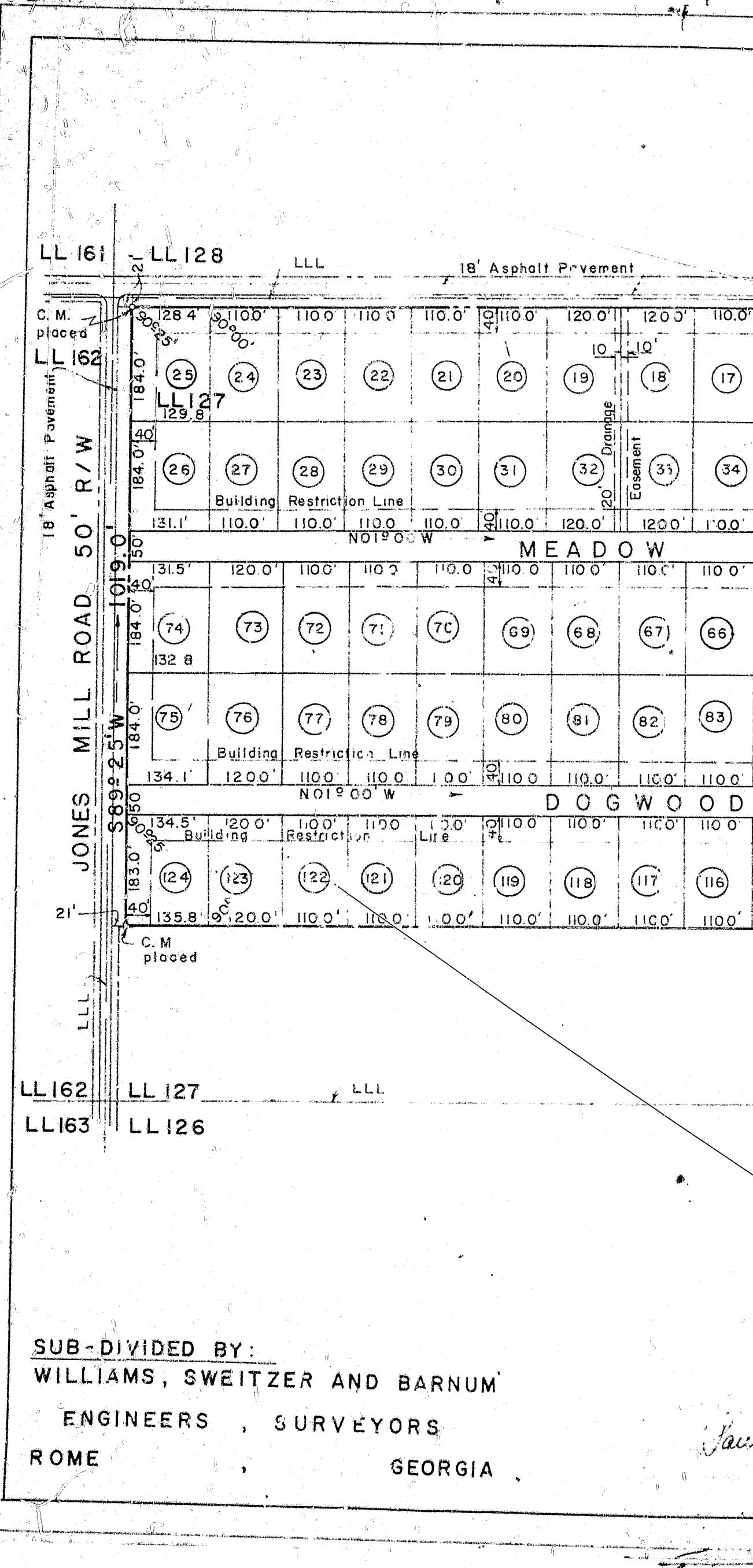
IN WITNESS WHEREOF, the said Kate B:	
	Kate B. Stricklander,
igned, scaled and (delivered in the presence of:	(SEAL)
DI 3 Africhtmd	(SEAL)
NO Jouel	la se ben segur Bree atendra este tantentaria. E r ∕ i
DEED BOOK	

This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public



Recorded JUNI 19.96





LL128 LL 89 GRASSDALE ROAD 50 R/W N 01 º 00'₩ = 3025.0' LL 127 A N E 50' R/W (83) (86) 84 (85) (87) (89) (88) 90 Building Restriction Line 120.0 110.0 DRIVE NOIºDOW 50' R/W 200 110.0' 1100 11 Building Restriction ₹40' 000 (114) 116 (110)109) 1130.0 450 2899.2' - SOI 200E

ROY LIPSCOMB

LL 127 LL 90

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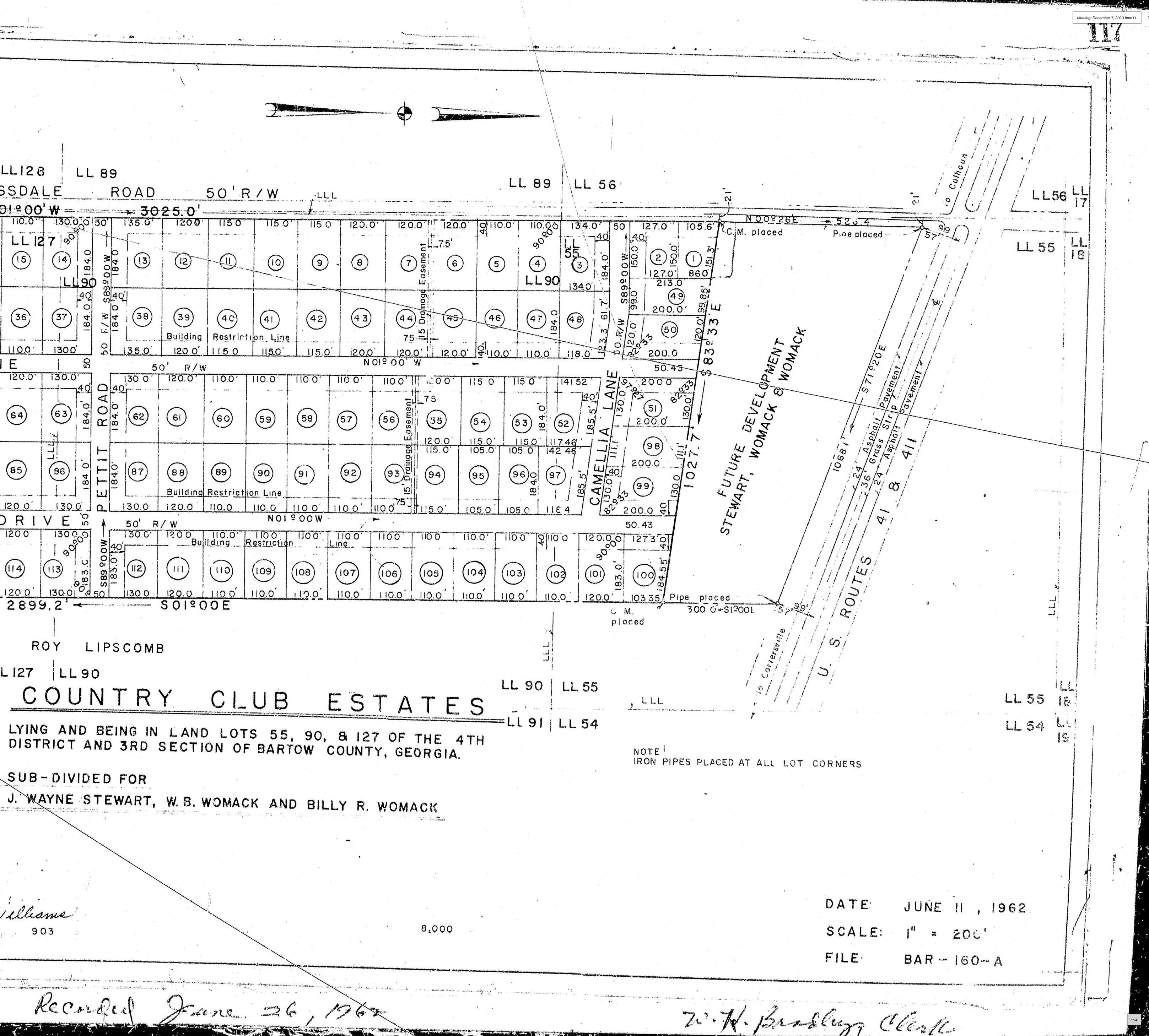
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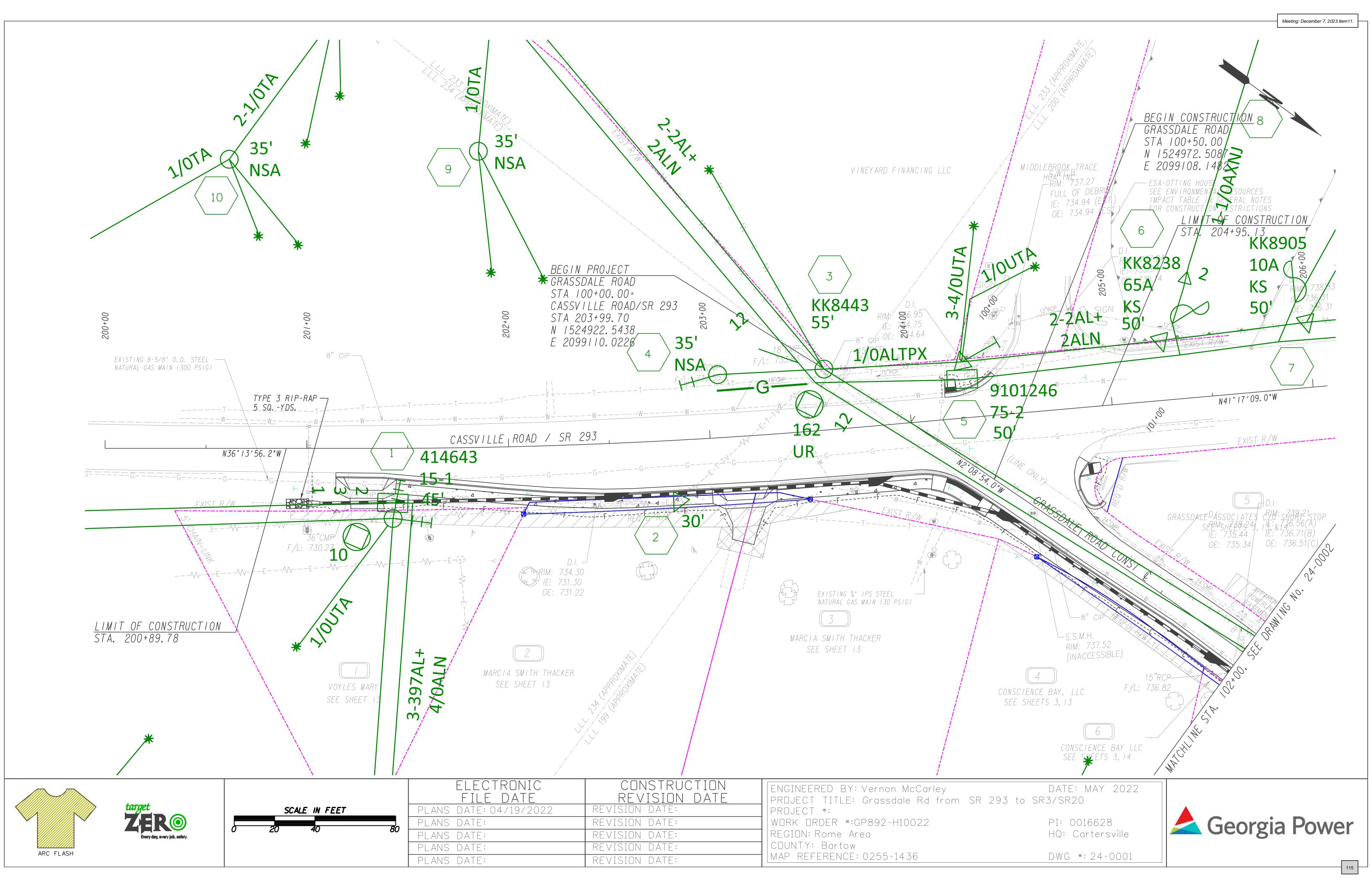
LYING AND BEING IN LAND LOTS 55, 90, & 127 OF THE 4TH DISTRICT AND 3RD SECTION OF BARTOW COUNTY, GEORGIA.

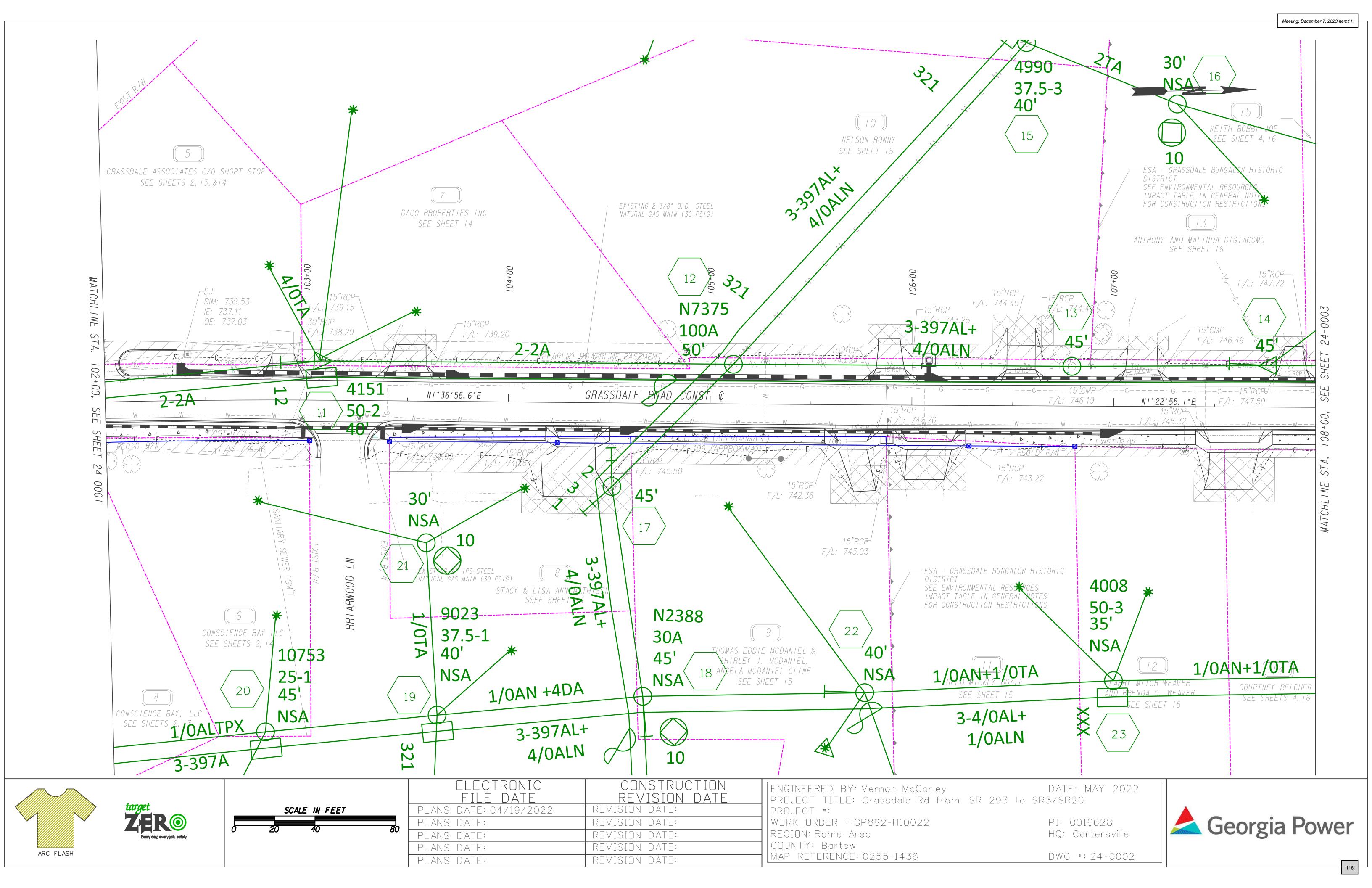
SUB-DIVIDED FOR

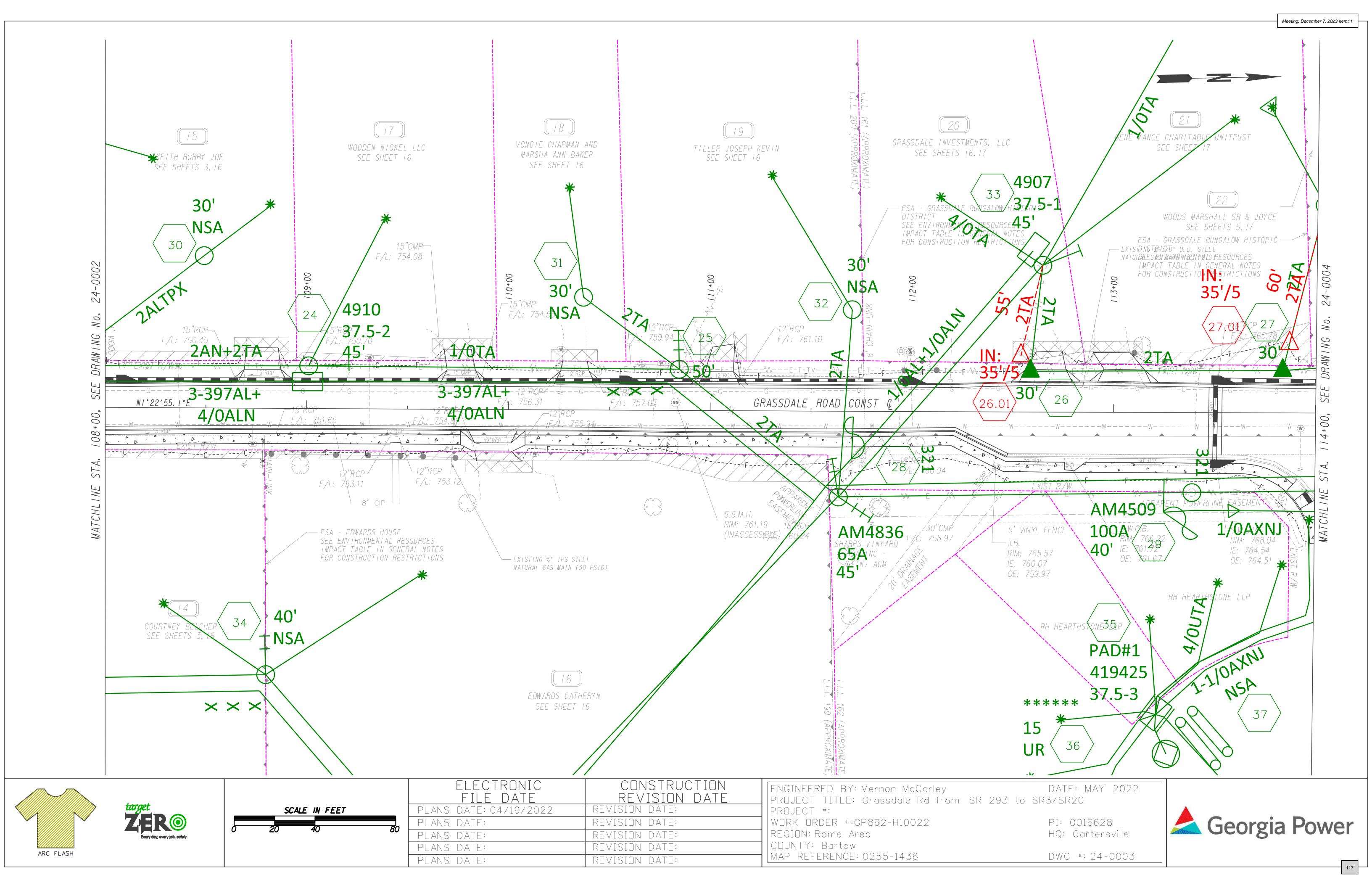
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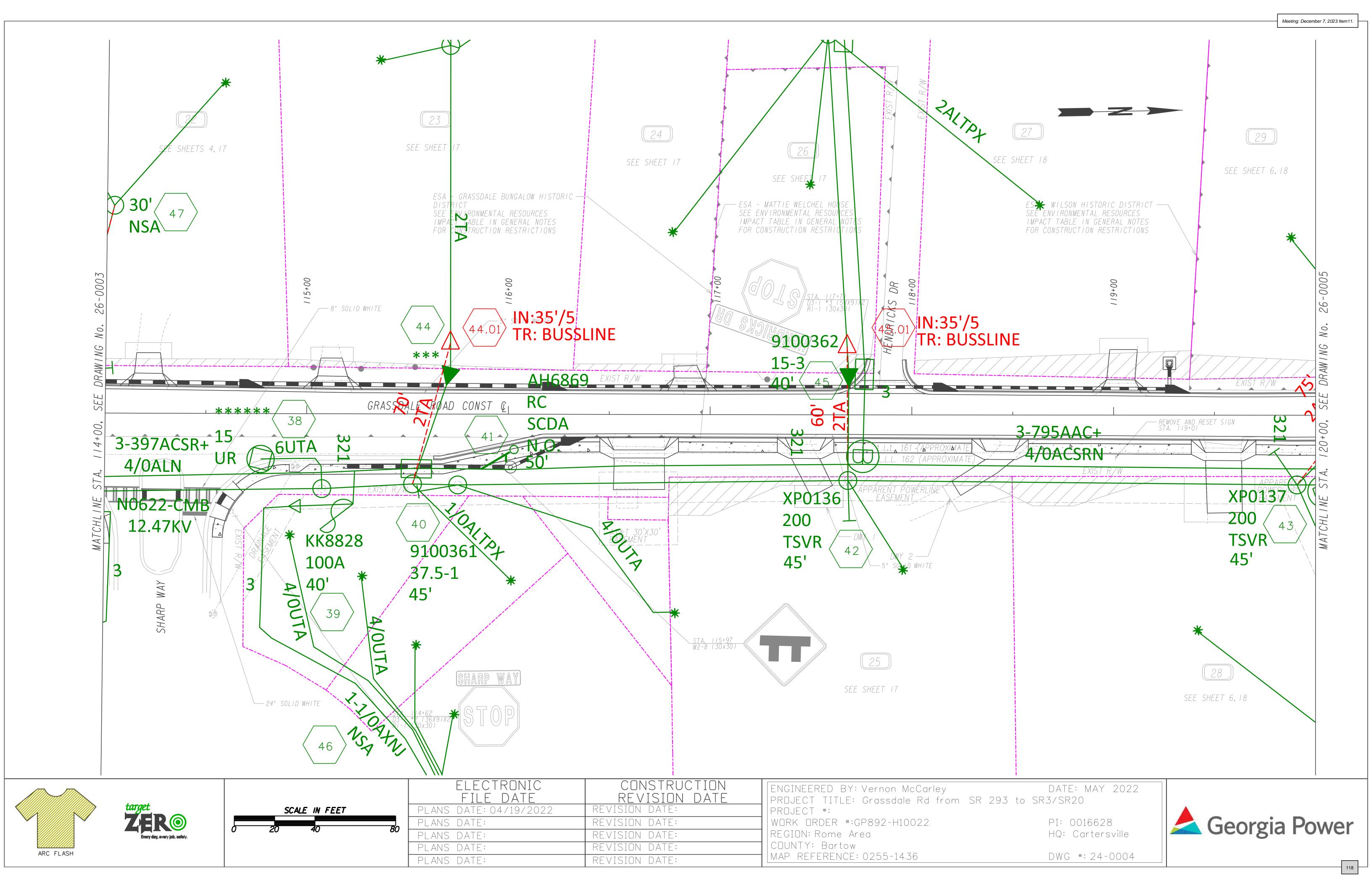
J. WAYNE STEWART, W. B. WOMACK AND BILLY R. WOMACK

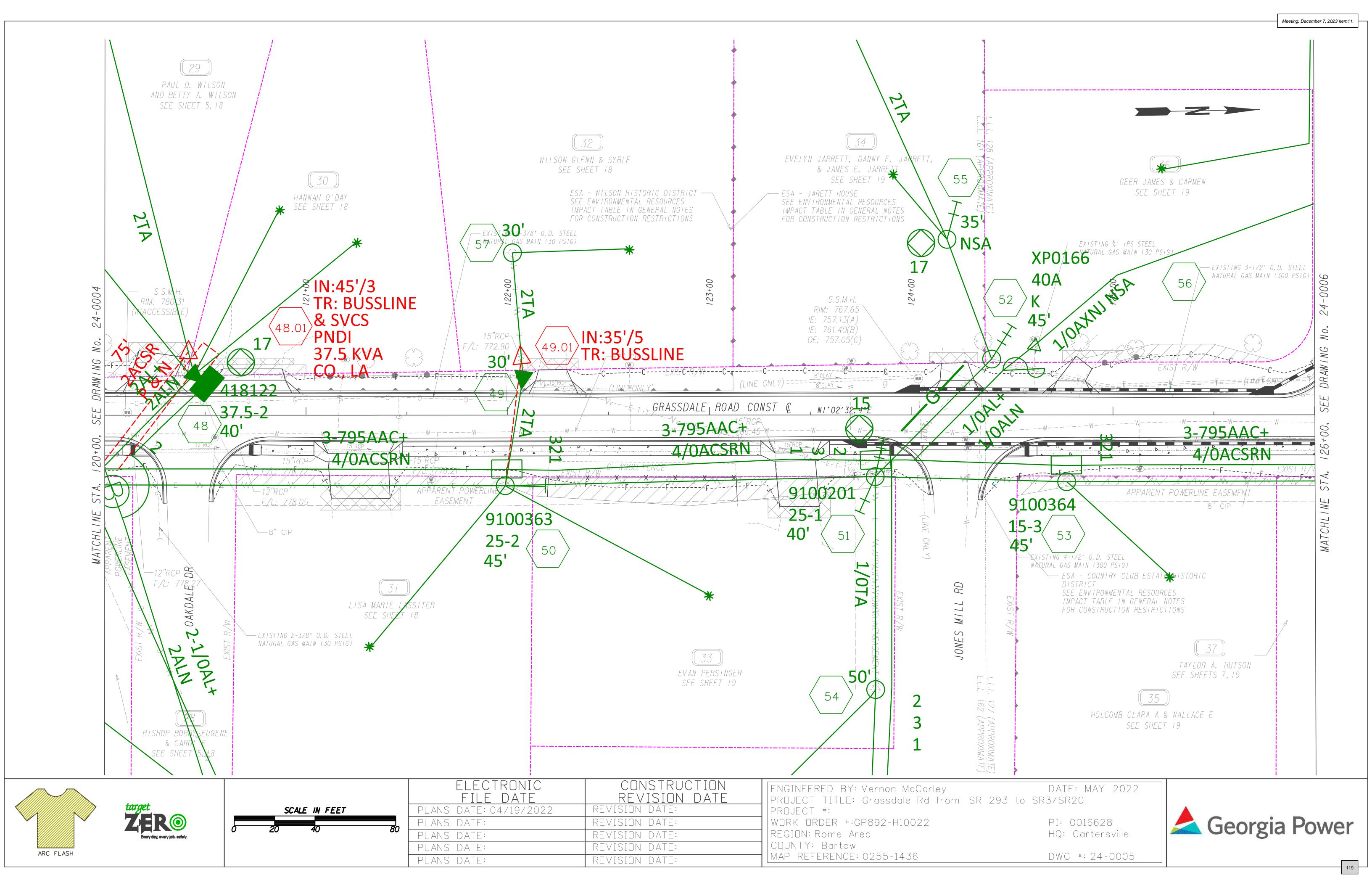


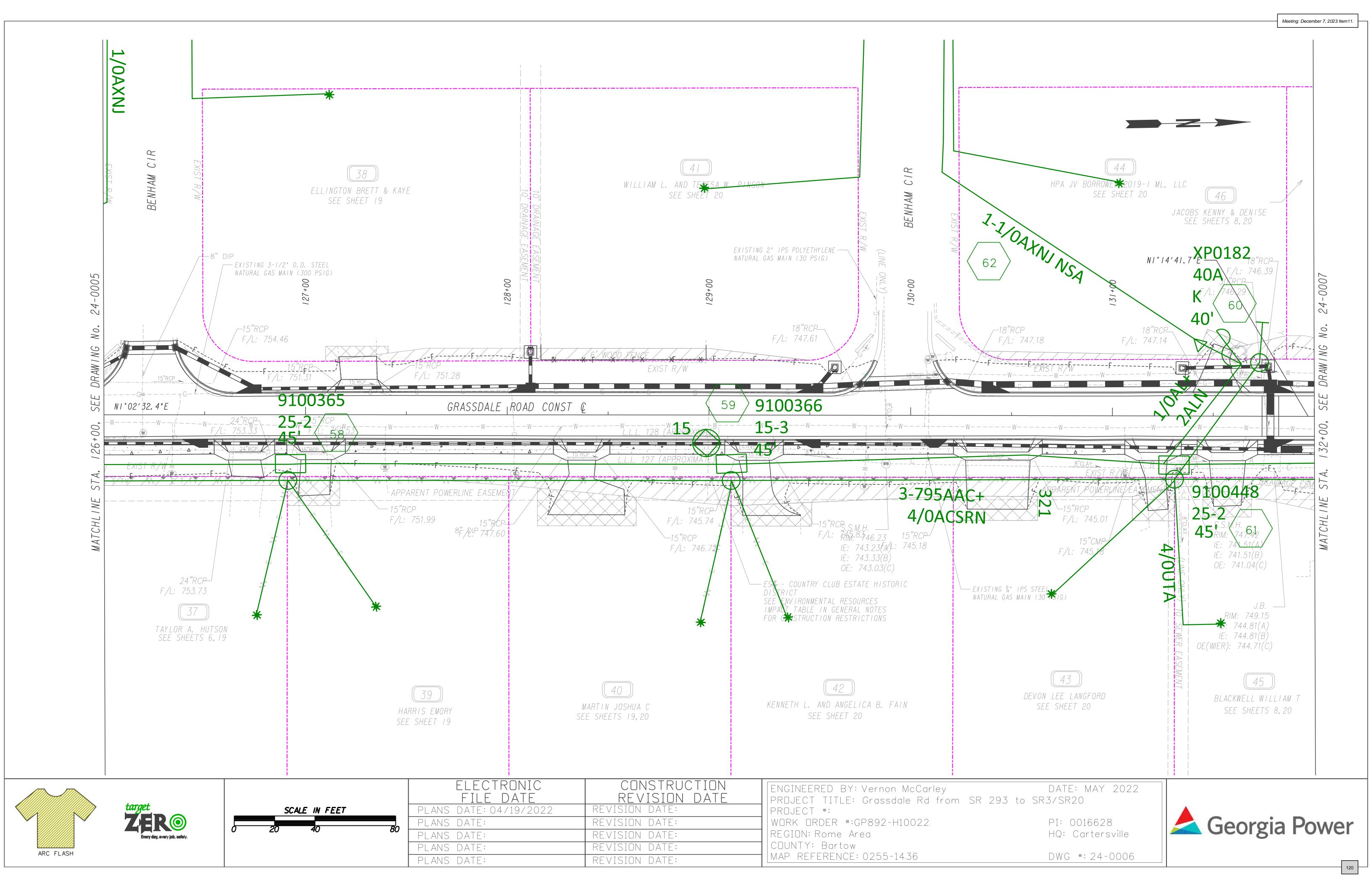


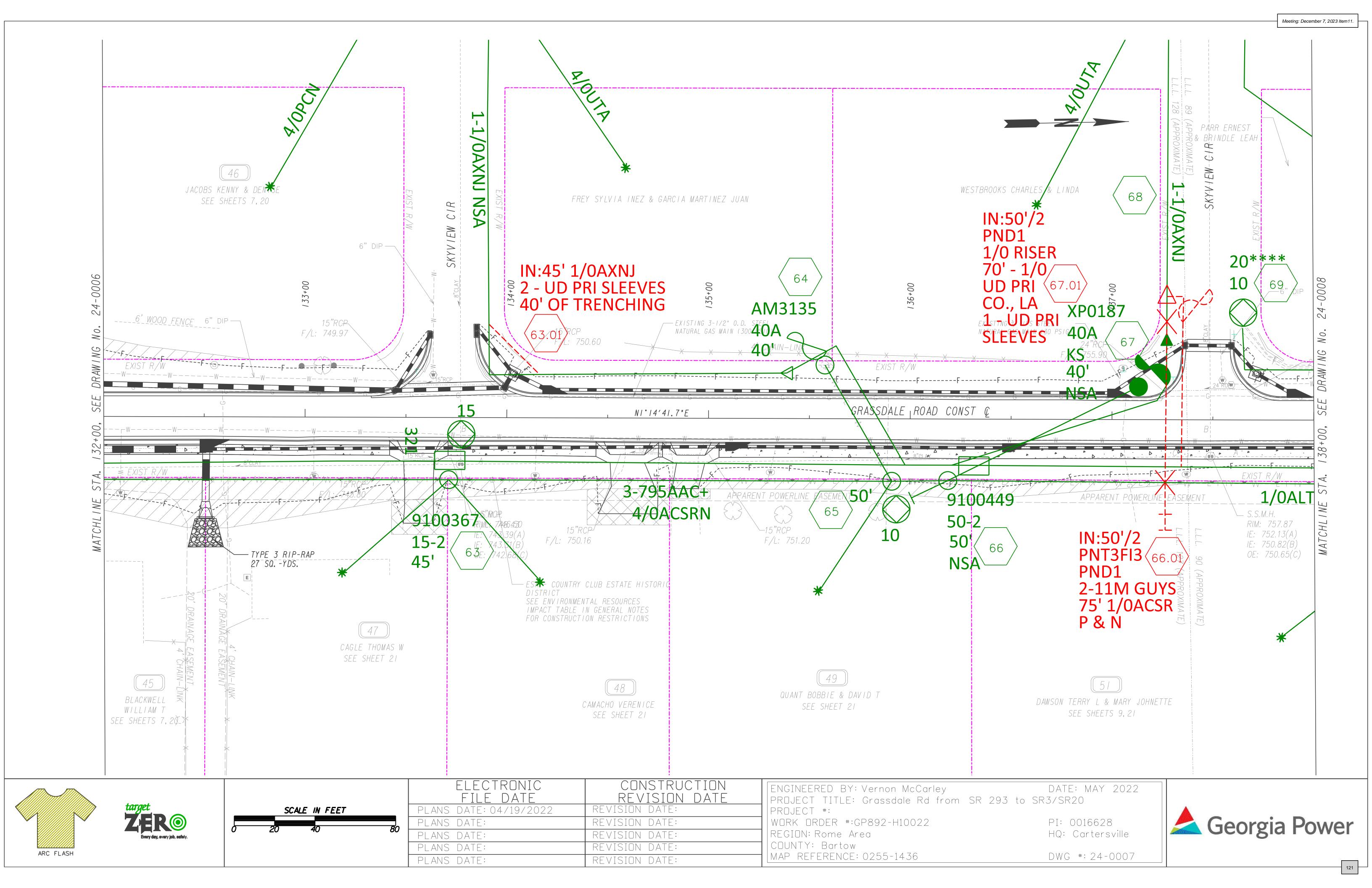


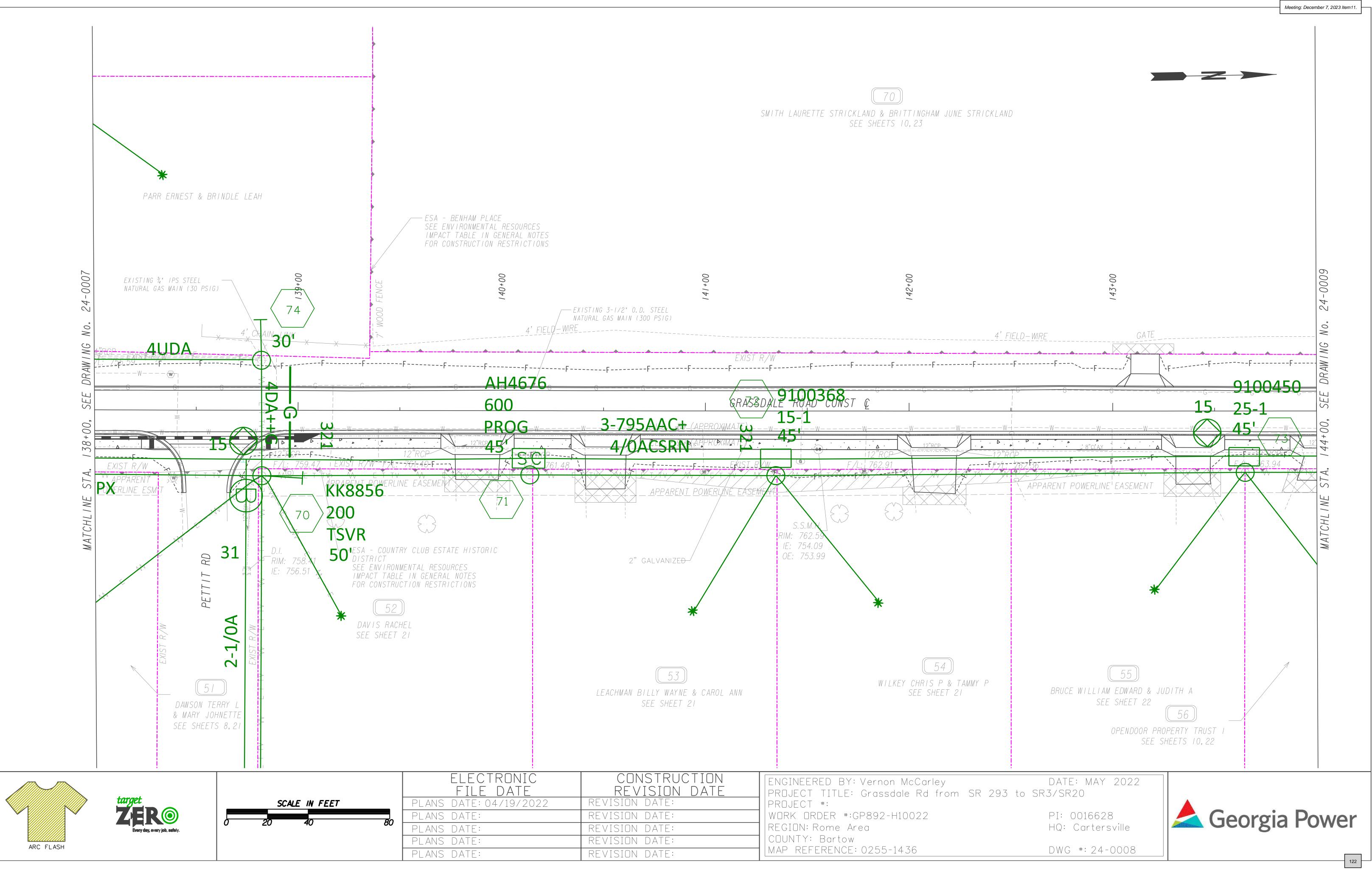


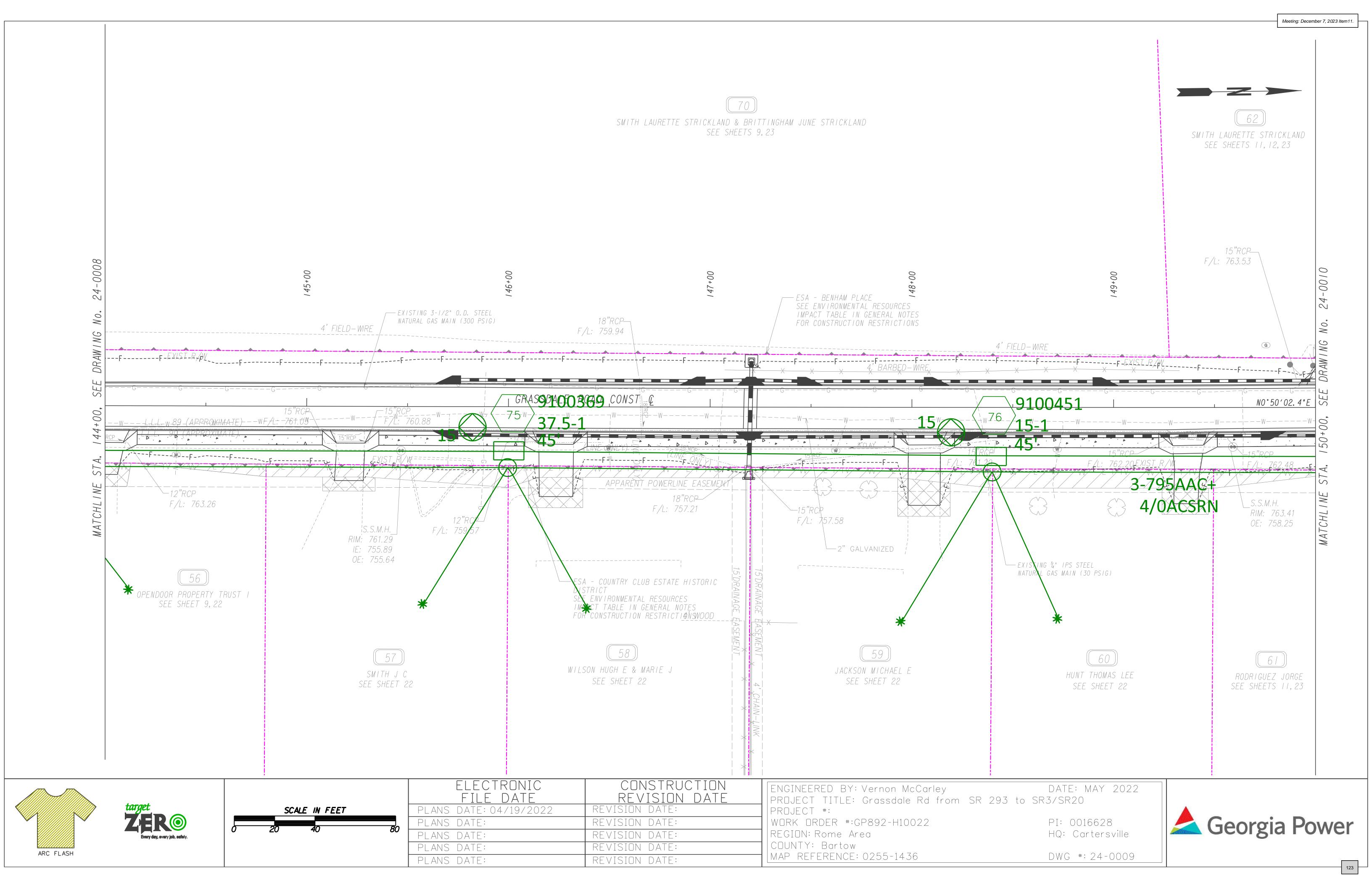


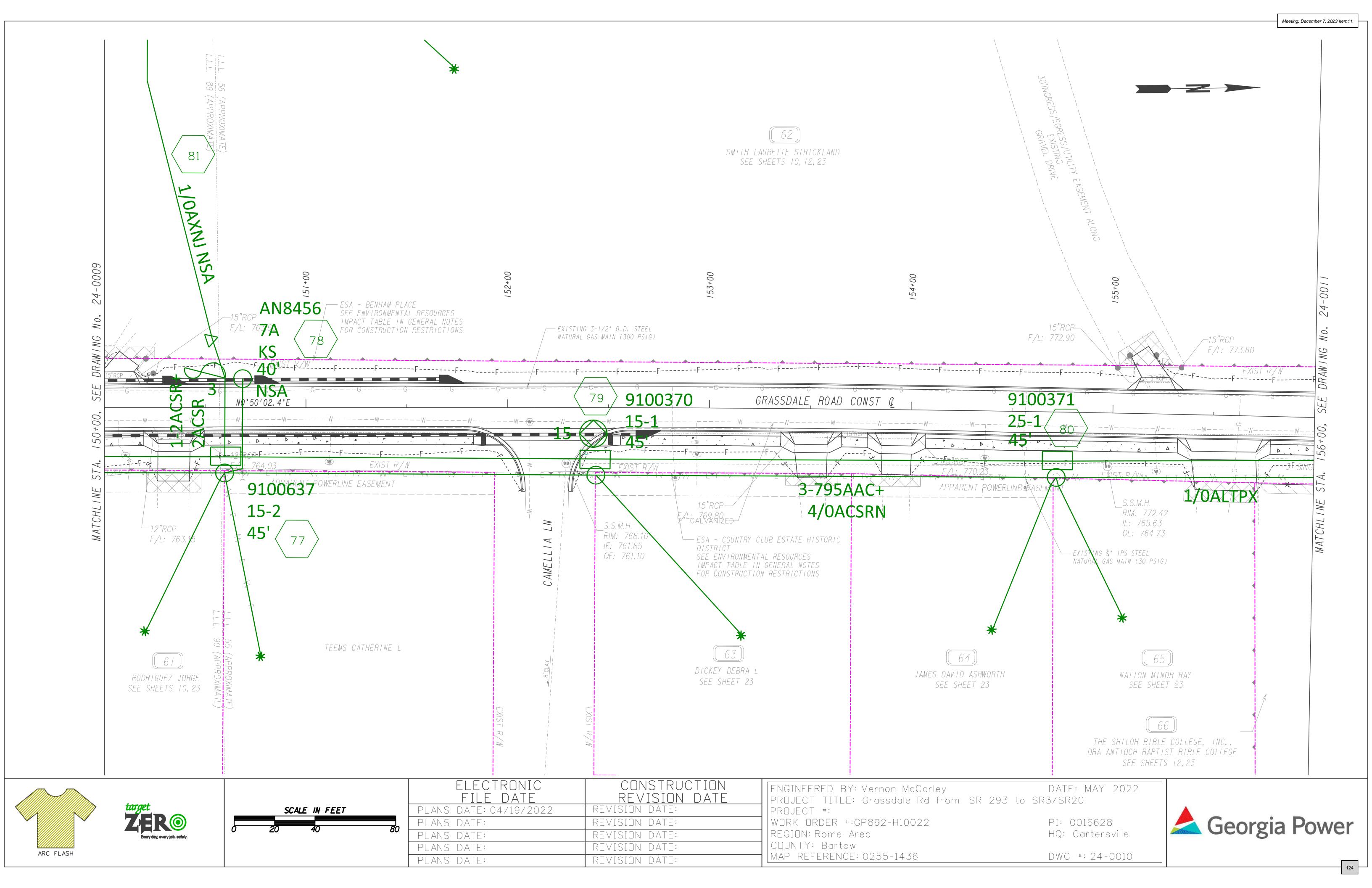


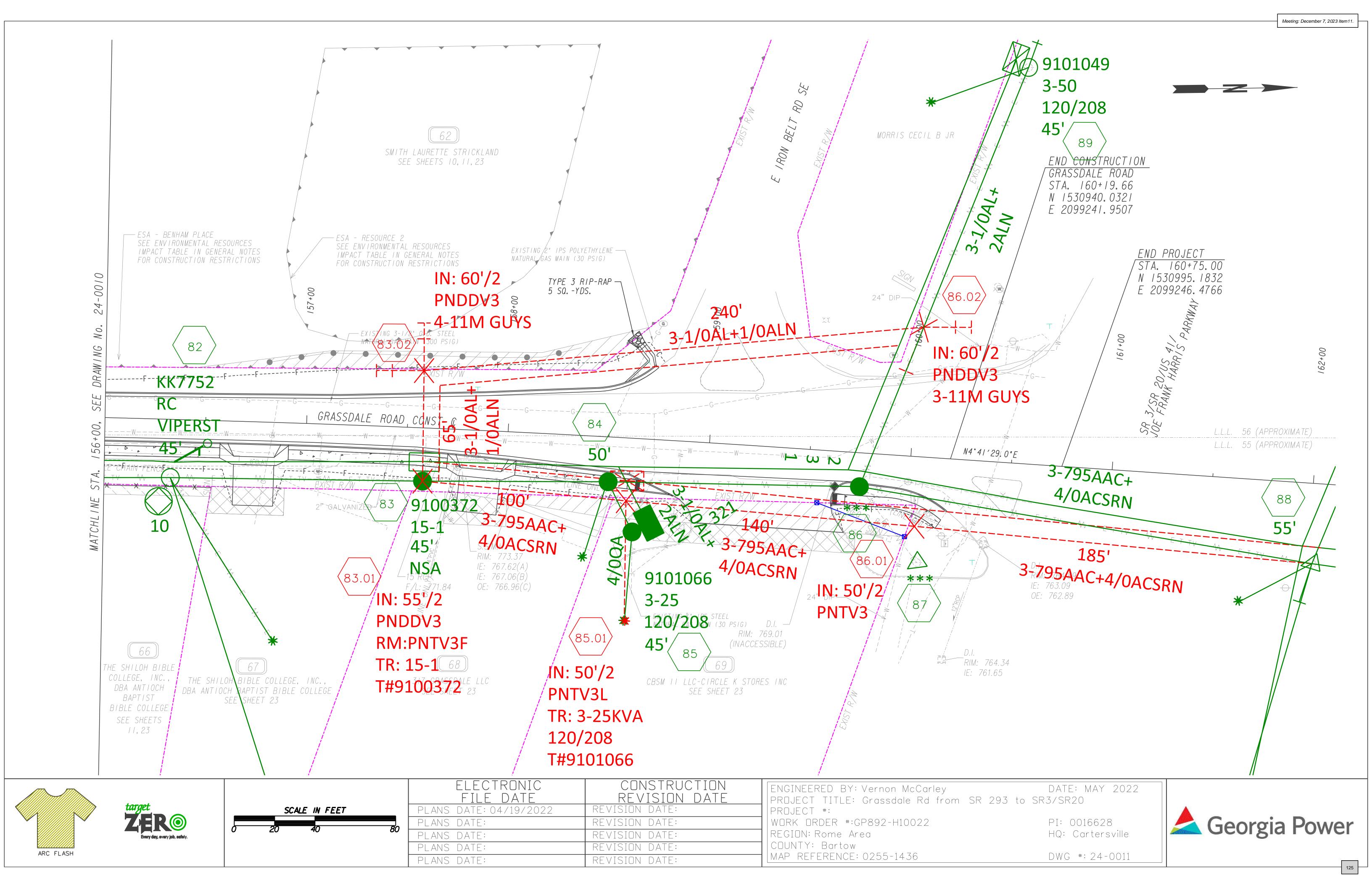














CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 7, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Dental Insurance Third Party Administration Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	Since 2004, the city has been self-insured with our dental insurance and has contracted with 90 Degree Benefits to be our third-party administrator (TPA) to process all dental claims. Our current agreement is up for renewal, and I recommend approval to continue using 90 Degree Benefits as our dental TPA for two more years at the \$4.20 per employee per month rate.
LEGAL:	N/A



A Turn For The Better

I. CLIENT INFORMATION	
Client Name:	Group #: 289
City of Cartersville	
Address:	Headcount: 420
1 North Erwin Street	
Original Effective Date:01/01/2004	Admin Fee Change:01/01/2023
	Increase to \$4.20
Renewal Date: 01/01/2024	
Ren	ewal
Plan Design: No Change	
Admin Fee: No Change	
Broker Fee: N/A	
Claim Factors: WE DO NOT BILL	
Dependent age limit: 26 (ends on birthda	ay)

II. SIMPLE FEES

	Admin Fee Prior	Admin Fee Renewal	Funding Prior	Funding Renewal	Plan Name
EE only	\$4.20	\$4.20	N/A	N/A	Dental
EE + Spouse	\$4.20	\$4.20	N/A	N/A	Dental
EE + Children	\$4.20	\$4.20	N/A	N/A	Dental
EE + Family	\$4.20	\$4.20	N/A	N/A	Dental

III. BROKER/CONSULTANT INFORMATION AND COMPENSATION

Broker Name: Covenant Administrators/90 Degree Benefits	EIN:
Address: 2810 Premiere Pkwy. Ste. 400 Duluth, GA 30097	
Broker Phone:	

1



City of Cartersville

By:_____

Signature: Matt Santini

Attest: Julia Drake, City Clerk

Title: Mayor

Date:_____

Date:_____

Covenant Signature: Cynthia Hagler-Jones Date: 11/03/2023

2



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 7, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Sixth Amendment to 178 W Main St Purchase and Sale Contract
DEPARTMENT SUMMARY RECOMMENDATION:	Womack Brothers, LLC under the name of City Overlook Cartersville, LLC are continuing to make progress on their plans for new townhouses to be located at the old police department building. They have requested an extension of the closing date until February 2, 2024, and after talking with Matt Womack and looking at his progress on this project, I recommend approval of this amendment to the contract.
LEGAL:	Reviewed by Archer & Lovell

SIXTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT 178 W MAIN STREET CARTERSVILLE, GEORGIA

CITY OF CARTERSVILLE ("Seller") and CITY OVERLOOK CARTERSVILLE, LLC ("Buyer")

This Sixth Amendment to Commercial Real Estate Purchase and Sale Agreement ("Fourth Amendment Agreement") is entered into as of this <u>5</u> day of <u>December</u>, 2023, by and between, CITY OVERLOOK CARTERSVILLE, LLC, a Georgia limited liability corporation ("Buyer"), as assignee of WOMACK BROTHERS, LLC., a Georgia limited liability corporation and the CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia ("Seller").

RECITALS

WHEREAS, Buyer and Seller entered into a Real Estate and Purchase Sales Agreement on February 16, 2023 (the "Agreement"); and

WHEREAS, Buyer and Seller entered into a First Amendment to Purchase and Sales Agreement on May 18, 2023; and

WHEREAS, Buyer, with the approval of Seller, assigned its rights to the Agreement to Womack Brothers, LLC on July 6, 2023; and

WHEREAS, Buyer and Seller entered into the Second Amendment to Purchase and Sales Agreement on July 6, 2023; and

WHEREAS, Buyer and Seller entered into the Third Amendment to Purchase and Sales Agreement on August 10, 2023; and

WHEREAS, Buyer, with the approval of Seller, assigned its rights to the Agreement to City Overlook Cartersville, LLC on September 8, 2023; and

WHEREAS, Buyer and Seller entered into the Fourth Amendment to Purchase and Sales Agreement on September 19,2023; and

WHEREAS, Buyer and Seller entered into the Fifth Amendment to Purchase and Sales Agreement on October 19, 2023; and

WHEREAS, Buyer now wishes to extend the Closing Date, and all other dates after the closing listed on Exhibit B.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree to revise **Item IV. Due Diligence Period**, by extending the closing date, and all other dates after the closing date on Exhibit "B" and by changing **Item IX. Closing**" by changing the date of the closing:

Item IV. Due Diligence Period. Exhibit "B" entitled Project Schedule is amended by extending the date for the closing to February 2, 2024, and extending all dates after the closing date as listed on Exhibit "B."

Item IX. Closing. The purchase of the Property shall be closed on or before February 2, 2024.

All other provisions of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth and Fifth Amendment not changed herein, shall remain as is.

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

SELLER:

PURCHASER:

CITY OF CARTERSVILLE, GEORGIA, a municipal corporation

[Seal]

CITY OVERLOOK CARTERSVILLE, LLC, a Georgia limited liability corporation

[Seal] By: Matthew R. Womack, Managing Member

By: Matthew J. Santini, Mayor

Attest:

Julia Drake, City Clerk

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Georgia

County of Bartow, ss.

On this 5 day of December, 2023, before me appeared CITY OVERLOOK CARTERSVILLE, LLC, as the BUYER(S) of this Fifth Amendment to Commercial Real Estate Purchase Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: <u>Rewere Womack</u> Print Name: <u>Gewere Womack</u>

My commission expires: Gewene Womack (SeaNOTARY PUBLIC Bartow County, GEORGIA My Commission Expires 03/29/2026 ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Georgia

County of Bartow, ss.

On this day of December, 2023, before me appeared CITY OF CARTERSVILLE as the SELLER(S) of this Fifth Amendment to Commercial Real Estate Purchase Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature:

Print Name:

My commission expires:

(Seal)

EXHIBIT "B" (Project Schedule)

Due Diligence Period Clear title Zoning/engineering work Site Planning Permitting application	Extended Through and Including July 16, 2023
Submission of conceptual site plans to be approved by city	Extended through and including July 16, 2023
Approval of conceptual site plans by City	July 16, 2023 – October 6, 2023
Closing Date	February 2, 2024
Land disturbance permit issued and demolition and site development to commence	December 19, 2023
Submission of final building and construction plans	March 1, 2024
City Council consideration of final construction plans	March 7, 2024
On-site improvements, demolition, and site grading ready for development completion Construction to begin/building permits issued	August 15, 2024
Construction to begin/building permits issued	September 1, 2024
Estimated completion time for construction	December 1, 2025
Issuance of Certificate of Occupancy	December 15, 2025



BLDG 3 - UNIT 2 ELEVATION 'B'

BLDG 3 - UNIT 1 ELEVATION 'C'

BUILDING 3 - FRONT ELEVATION

3/16" = 1-0"

EVATION 'C'

BLDG 3 - UNIT 3 ELEVATION 'A' BLDG 3 - UNIT 1 ELEVATION 'B'





BUILDING 2 - FRONT ELEVATION <u>3/16" = 1-0"</u>



COPYRIGHT © 2023 GRAY PUP DESIGNS, LLC. ALL RIGHTS RESERVED. ALL INFORMATION IS BELIEVED TO BE ACCURATE BUT IS NOT WARRANTED. ALL RENDERINGS FLOOR PLANS, SITE PLANS, AND IMAGERY ARE ARTISTS' CONCEPTS AND ARE NOT INTENDED TO BE ACTUAL DEPICTIONS OF THE HOME OR ITS SURROUNDINGS. SITING OF THE HOME WILL BE DETERMINED BY LOT CONDITIONS. DESIGNS ARE SUBJECT TO ERRORS AND OMISSIONS AND MAY CHANGE AT ANY TIME WITHOUT PRIOR NOTICE.

> ARCHITECT / ENGINEER SEAL

REVISION	ΜΜ/DD/ΥΥΥΥ

CITY OVERLOOK - BLDG 2 CARTERSVILLE, GA 30120 FRONT ELEVATION





Veeting: December 7, 2023 Item13



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 7, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	First Amendment to the Cartersville Municipal Court Judge's contract
DEPARTMENT SUMMARY RECOMMENDATION:	This is the first amendment to the 2023 contract for Municipal Court Judges. As of November 27,2023, we have two court sessions each Monday instead of one court session. This amendment provides increased compensation to the Judges for the increase in court sessions.
LEGAL:	Approved by Archer and Lovell

FIRST AMENDMENT TO CONTRACT TO PROVIDE MUNICIPAL JUDGE SERVICES – 2023 CONTRACT

This First Amendment to Contract to Provide Municipal Judge Services (hereinafter the "FIRST AMENDMENT TO AGREEMENT") is made and entered into effective as of November 27, 2023, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation of the State of Georgia, (hereinafter referred to as "CITY") and HARRY B. WHITE, Attorney at Law, and HAROLD J. CHOATE, III, Attorney at Law.

WITNESSETH:

WHEREAS, the CITY entered a Contract to Provide Municipal Judge Services for the year 2023, as of January 5, 2023 (the "Agreement"); and

WHEREAS, on November 27, 2023, Court sessions increased from one court session per Monday to two court sessions per Monday; and

WHEREAS, the parties desire to amend the Agreement to provide for proper compensation due to the increase in court sessions; and

NOW THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

Paragraph 5 of the Agreement is hereby replaced as follows:

- 5. <u>Compensation</u>. Effective November 27, 2023, the compensation shall be as follows:
 - a. The Chief Judge, HARRY B. WHITE, and the Associate Judge, HAROLD J. CHOATE, III, shall be jointly paid the total lump sum of Five Thousand and No/100 (\$5,000.00) Dollars per month;
 - b. Additionally, the **JUDGES** shall be entitled to mileage expenses at the prevailing I.R.S. standard rate for travel related to official duties;
 - c. The **JUDGES**' salary shall be set and approved through the CITY's budget process. The **JUDGES**' compensation within the adopted budget may be increased, but not decreased, curing the **JUDGES**' terms of office;
 - d. The **JUDGES'** salary shall be reviewed annually on January 1. This salary shall constitute compensation for all responsibilities and duties in the administration of Municipal Court;
 - e. The CITY shall pay for the cost of ICJE professional judicial education classes required for judges, including registration, lodging, per diem and mileage expenses in accordance with established CITY travel policies;
 - f. As independent contractors, the **JUDGES** expressly understand and are aware that the CITY will not deduct Federal and State taxes, Social Security, or Medicare/Medicaid from compensation paid to the **JUDGES**. The CITY will issue a Form 1099 to the **JUDGES** at year and the **JUDGES** shall be solely

responsible for any taxes or other deductions on compensation paid to the **JUDGES** under this AGREEMENT; and.

- g. The **JUDGES** will not receive any benefits from the CITY, including but not limited to medical coverage, vacation pay, and retirement pay.
- h. The Judges shall be compensated Fifty and No/100 (\$50.00) Dollars per jail visitation, warrant request, or probable cause hearing, held at the Bartow County Jail. Payment shall be made within thirty (30) days of receipt of an invoice from the JUDGES.

All other provisions not changed herein shall remain the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this FIRST AMENDMENT TO AGREEMENT, as of the date and year so listed above.

CITY OF CARTERSVILLE:

JUDGES:

By:__

Matthew J. Santini, Mayor

Harry B. White

Attested to:

by:___

Julia Drake, City Clerk

Harold J. Choate, III

[AFFIX CITY SEAL]

APPROVED AS TO FORM:

E. Keith Lovell, Assistant City Attorney City of Cartersville, Georgia



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 7, 2023
SUBCATEGORY:	Grant Application/Acceptance
DEPARTMENT NAME:	Fiber
AGENDA ITEM TITLE:	GEMA/HS Grant Application
DEPARTMENT SUMMARY RECOMMENDATION:	The Fiber Department requests approval to take part in a grant program through GEMA/HS Homeland Security Division for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). We ask that Council approve for the Mayor to sign the application.
LEGAL:	This has been reviewed by Archer & Lovell.

Memorandum of Understanding (MOU) Instructions

- 1. The MOU consists of a 7-page document and 1 Exhibit (A); 8 pages total. All documents must be completed and returned to Georgia Emergency Management and Homeland Security Agency (GEMA/HS) with the appropriate signatures.
- 2. The MOU and Exhibit A should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
- 3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
- 4. Once all required information has been entered into the fillable fields of the MOU and Exhibit A; print the entire document.
- 5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone, and date of signature. The MOU also requires the signature of a witness.
- Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone, and date of signature. An email address is required to obtain access to the system (all email addresses must be unique; no duplicates are allowed).

7. Please Note: The same person must sign the MOU and Exhibit A.

8. Once the documents are complete and signed, they must be sent to the following email address: <u>HSgrants@gema.ga.gov</u>

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the Georgia EMGrantsPro system as it will need to be scanned and uploaded by our staff.

GEMA/HS Post Office Box 18055 Atlanta, Georgia 30316 ATTN: Preparedness Grants and Programs Division

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Memorandum of Understanding (MOU)

BY and BETWEEN

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

AND

CITY OF CARTERSVILLE

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/HS" and City of Cartersville.

Officially domiciled at: 10 N. Public Square Cartersville, Ga 30120

[Please remit all mail to P.O. Box 1390, Cartersville, GA 30120]

hereinafter referred to as Subgrantee relating to an application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and GEMA/HS Homeland Security Division Grant Programs.

WHEREAS, GEMA/HS as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. 603) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities and are properly reimbursed to the Subgrantee; and

WHEREAS, the agreement is part of the referenced Subgrantee's application and profile record in the Georgia EM Grants Manager system and will become effective and binding upon approval by GEMA/Homeland Security;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Homeland Security Act and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the Department of Homeland Security grant programs and shall adhere to the application of the Homeland Security Act of 2002 and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/HS guidelines, regulations, and directives, including but not limited to the following:

- Use gema.ga.gov and ga.emgrants.com, as applicable to access forms, request time extensions, and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/HS, DHS FEMA, Office of Inspector General (OIG), or to any state or federal agency as determined by GEMA/Homeland Security, including but not limited to procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents and other materials delivered or transmitted to GEMA/HS by the Subgrantee shall become the property of GEMA/HS.
- The Subgrantee will be required to execute a separate subgrant agreement in addition to this MOU.
- The Subgrantee agrees to monitor gema.ga.gov and ga.emgrants.com for any changes in law, regulations, policy, or procedure which affect the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal laws, regulations, policies, and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of GEMA/HS

- GEMA/HS agrees to maintain gaemgrants.com subject to the availability of funding.
- GEMA/HS shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for reimbursement, assist Subgrantee in correcting deficiencies, and disburse reimbursements to the Subgrantee as timely as possible.
- GEMA/HS shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy, or procedure which affect the Subgrantee's grant requirements through gaemgrants.com, gema.ga.gov and/or the appropriate alternate methods of communication.
- GEMA/HS shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

Term of Agreement

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies, or procedures shall constitute an amendment to this Agreement.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties, including those to whom services or materials are provided under any project funded by the DHS FEMA.

Disclaimer

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/HS provides technical assistance to current and potential Subgrantees (collectively referred to as "Subgrantees").

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. GEMA/HS does not render legal opinions to Subgrantees but rather provides information intended to assist a Subgrantee prudently managing its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/HS and adopted by the Subgrantee does not serve as GEMA/HS's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations, and policies as required by the DHS FEMA.

The Subgrantee, by its decision to participate in the GEMA/HS Homeland Security Division grant programs, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations, and policies, and bears the ultimate consequences of any adverse decisions rendered by GEMA/HS, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/HS, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee complies with all applicable state and federal laws, regulations, and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

Additional Laws and Policies

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Execution Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by email, personal hand delivery (and receipted for), or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security Post Office Box 18055 Atlanta, Georgia 30316 ATTN: Preparedness Grants and Programs

Or

HSgrants@gema.gov

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first written above.

WITNESSES:

State's Witness

Preparedness Grants and Programs Deputy Manager Date: Telephone Number: (404) 635-7095

Julia Drake, City Clerk

Matthew J. Santini, Mayor

Date: November 16, 2023

Telephone Number: 770-387-5617

Exhibit A

Designation of Applicant's Agent

Provide the information below for 1 primary, 1 alternate (optional), 1 authorized, and 1 financial individual that will be designated as agents. Changes to the below-authorized agents must be communicated to GEMA/HS in the manner as detailed above within fourteen (14) days of such change.

Primary Agent's Name: Steven Grier Title: FiberCom Director Telephone number: 770-607-6299 Email Address: sgrier@cartersvillega.gov

Authorized Agent's Name: Dan Porta Title: City Manager Telephone number: 770-387-5616 Email Address: dporta@cityofcartersville.org

Financial Agent's Name: Tom Rhinehart Title: Finance Director Telephone number: 770-387-5615 Email Address: trhinehart@cityofcartersville.org I, as Mayor of the City of Cartersville [Subgrantee] am authorized to execute and file an Application for GEMA/HS Homeland Security Division grant program on behalf of the Subgrantee for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). The above-named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

Matthew J. Santini, Mayor **Date: November 16, 2023**

Julia Drake, City Clerk

Telephone Number: 770-387-5617



MEETING DATE:	December 7, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Cogsdale Annual Maintenance Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	This item is the annual Cogsdale maintenance invoice. Cogsdale is the city's third-party utility billing software vendor. The invoice is for \$115,544.65 and is a sole source vendor because of the utility billing function for the city. This is a budgeted item and I recommend your approval.
LEGAL:	N/A



Invoice Date Page Meeting: December 7, 2023 Item16.

10/20/2023 1 of 1

Bill To

Cartersville, City of Dan Porta P.O. Box 1390 Cartersville, GA 30120-1390 USA

Ship To Cartersville, City of Dan Porta P.O. Box 1390 Cartersville, GA 30120-1390 USA

Purchase or	der No	Customer	ID.	Salesperson ID	Shipping Method	Payment Term	ns	
		CART01			LOCAL DELIVERY	MN JAN		
Ordered	Item Number	[Description			Unit Price	Ext Price	
1.00	PROP-WM	(CART100 4 Digi	t CC (QUO-2841):	1/1/2024 to 12/31/2024		US\$695.01	US\$695.01
1.00	PROP-CSM			1/1/2024 to 12/31/			US\$46,963.09	US\$46,963.09
1.00	PROP-CUSTW	в	CART102 Custo	mer Web: 1/1/2024	to 12/31/2024		US\$10,673.52	US\$10,673.52
1.00	PROP-WM		CART103 Electr 12/31/2024	ic Rate Change (Q	UO-2992): 1/1/2024 to		US\$3,611.52	US\$3,611.52
1.00	PROP-CSM	(CART104 CSM	(500) Locations (Q	UO-5502): 1/1/2024 to		US\$873.40	US\$873.40
1.00	TPM-GP-CIS	(12/31/2024 CART105 Micro 12/31/2024	soft Dynamics GP	Software: 1/1/2024 to		US\$47,710.84	US\$47,710.84
1.00	TPM-GREENS			nshades: 1/1/2024 t	to 12/31/2024		US\$681.16	US\$681.16
1.00	PROP-CSM		CART107 CSM 12/31/2024	(1500) Locations (0	QUO-5901): 1/1/2024 to		US\$2,663.61	US\$2,663.61
1.00	PROP-CSM	((1000) Locations (0	QUO-6823): 1/1/2024 to		US\$1,672.50	US\$1,672.50
						Ĺ	Subtotal	US\$115,544.65
						Misc	US\$0.00	
						Тах	US\$0.00	
							Freight	US\$0.00
							Trade Discount	US\$0.00
	pice Questions? Please call Mohammed Rushad Ali at 613-226-5511 ext. 3045 OR e-mail Total US\$115,544.65							



MEETING DATE:	December 7, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Barracuda Email Archive Support Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	This item is the yearly support renewal for the Barracuda email archive appliance in the amount of \$11,508.00 from Converge Technology Solutions. This email archive appliance holds all emails sent and received by city employees. This is a budgeted item and I recommend this for your approval.
LEGAL:	N/A

Tennessee Lockman 130 Technology Parkway Main Line: 770-300-4700 Local Phone: 678-405-1782 Mobile: 404-644-0864 www.convergetp.com							
Converge is pleased to	provide the following Propos	sal:					
Prepared for:	Steven Grier sgrier@cityofcartersville.org			ate: epared by:	11/30/2023 Tennessee Lockman	n/Dpage	
Ship To: Accepted by:	City of Cartersville 1 North Erwin St Cartersville, GA 30120	CARTERSV LLE		uote Number: Ilid for thirty (30) days	Barracuda CAS		
Part Number	Barracuda Cl	Description oud Archiving Solution	Qty	Term(Months)	Per User/Per Me	onth	Extended Price
EP-CAS-Usr-1M	Barracuda Cloud Archiving	Service, per User	350	12	\$ 2	2.74 \$	11,508.00
					Total	\$	11,508.00
Financing Options							\$/Month
Converge re	Payments due in advance, ssumes documentation satsif Quote Valid from 30 busi sserves right to modify leadti 1st and Last Mor	nditions subject to credit approval subject to applicable sales and use t factory in form and substance to Cor ness days from the date listed abov mes due to distribution and manufa nths payment Due at Signing. nipment unless otherwise noted on	nverge. e. acturer leadtir				
				Total Fina	Incing Investme	nt >	
2 Unless otherwise speci	Net thirty (30) days - Upon app fied, shipping/freight will be "p xempt, please include a copy		n your P.O.				
Please include the following statemen Purchase Order : This Purchase Ord submitted in accordance with Conver #	er is being						



MEETING DATE:	December 7, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Fiber Pathway Installation – Qcells Ingot
DEPARTMENT SUMMARY RECOMMENDATION:	This item is for the construction and installation of a fiber pathway to 751 Great Valley Parkway for supplying internet services to Qcells Ingot location. The total amount is \$19,366.93 from NCI. This is not a budgeted item but will be funded with the 2020 SPLOST and we recommend this for your approval.
LEGAL:	N/A

9/20/2023



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

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

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

Safety Standards:

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

Assumptions:

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

Rock Adders:

Directional Drill w/Rock Head = \$23.00 per foot Directional Drill w/Rock Hammer @ 10,000 PSI = 95.00 per foot Rock excavation via open trench \$14.00 per foot Rock excavation via open trench w/Rock Hammer = \$23.00 per foot *This will be in addition to the previously agreed upon foot price.*

_	of Materia	-		I	
DESCRIPTION	UNITS	UNIT PR	RICE	EXT	ENDED PRIC
	MATERIAL				
(1650) ft Directional Bore (2) 1-1/4" HDPE	1650	\$	-	\$	-
(1650) ft Install Tracer	1650	\$	-	\$	-
(3) ea Install 24"x36"x36" (Handhole With Gravel)	3	\$	28.73	\$	86.1
	LABOR			-	
(1650) ft Directional Bore (2) 1-1/4" HDPE	1650	\$	10.00	\$	16,500.0
(1650) ft Install Tracer	1650	\$	0.10	\$	164.5
(3) ea Install 24"x36"x36" (Handhole With Gravel)	3	\$	450.00	\$	1,350.0
(1700) ft Install Flatdrop	1700	\$	0.74	\$	1,266.:
		Materia	al:	\$	86.1
		Labor:		\$	19,280.7
		Total:		\$	19,366.9

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

Scope of Work

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

Sincerely,

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



MEETING DATE:	December 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Pension Fund Investment Advisor Quarterly Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Segal Marco Advisors has submitted their quarterly invoice. This invoice is paid from the Pension fund account in the amount of \$18,000.00 and is presented for approval.
LEGAL:	N/A

X Segal Marco Advisors

INVESTMENT SOLUTIONS

333 West 34th Street New York, NY 10001 USA

TIN:	13-2646110		Invoice Date: Invoice #: Reference #:	11/14/2023 SA002585 17462100.001	
City of Ca	artersville, Georgia Retire	ment Board			
One Nort	h Erwin Street				
P.O. Box	1390				
Cartersvi	lle, GA 30120				
USA					
For Inves	tment Consulting services	rendered			
Consult	ing Fees	Fixed fee for the period between s	9/1/2023 and 11/30/2023.	Fee Total	<u>Amount</u> 18,000.00 18,000.00

Total Invoice

\$18,000.00

Remittance Information

Please reference client name, invoice number and reference number with your payment.

By ACH or Wi	re Transfer:	By Check:			
JPMorgan Ch	ase				
Acct name:	SEGAL ADVISORS, INC.	PO Box 4142 Church Street Station			
Routing #:	021000021	New York, NY 10261			
Acct #:	144074156	USA			
Acct type:	Checking				



MEETING DATE:	December 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Fire Station No.5 Transformer
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is requesting authorization to purchase a 150kVA transformer to supply electric service for the new Fire Station No.5. We received three bids and deemed Gresco to be the best bid based on price and delivery time. We are requesting authorization to purchase the unit from Gresco for a total of \$17,200.00. This is a budgeted expense.
LEGAL:	N/A

City of Cartersville Transformer Quote/Bid T.O.C.

Transformer Total Ownership Cost Evaluation

<u>spare/backup</u>

DV or 12kV

150kVA 120/208

Nov. 2023

	VENDOR	BRAND	LEAD TIME IN WEEKS	UNIT PRICE (per unit)	NL	ш	ow	TOTAL NERSHIP COST	COND
1	UTB	UTB	4-6	\$ 19,800.00			\$	19,800.00	⊦s/h 12kv Recon.
2	Irby	GE-Prolec	n/a	\$ -			\$	-	NO BID
3	Solomon	Solomon	16-18	\$ 23,240.00			\$	23,240.00	12kv Refurb.
4	JCL			\$ -			\$	-	*
5	Gresco	Ermco	0-stock	\$ 17,200.00			\$	17,200.00	DV NEW
6	Emerald	Emerald	n/a	\$ -			\$	-	verbal NO BID
7	Wesco			\$ -			\$	-	*
8				\$ -			\$	-	
9				\$ -			\$	-	
10				\$ -			\$	-	

* RFQ sent, quote not yet received or No Response
DV = Dual Voltage 12470Y/7200 x 24980Y/14400
+s/h = freight not included in quoted price



MEETING DATE:	December 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Mini-Excavator Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is requesting authorization to purchase a Yanmar ViO-55 mini-excavator to replace a circa 2006 ViO-45 model. This is a sole-sourced item from Vermeer Southeast (the Yanmar vendor in this area), and the cost is \$84,000.00. This is a budgeted expense.
LEGAL:	N/A



Payment method:

Vermeer Southeast Sales & Service, Ind Meeting: December 7, 2023 Item21. 1320 Gresham Road Marietta, Georgia 30062

QUOTE

Date: Nover	mber 9, 2023	Sales Rep: Scott Holder
Custom	ner Information:	Delivered to:
City of	f Cartersville - Electric Dept	Same
320 S	Erwin St	
Carter	sville, GA 30120	
Contact Name:	Greg Sharpton	
Phone Number:	(678) 247-4014	
Phone Number:		

Confidence Plus not available for purchased unit(s) **Purchase Order**

Qty	DESCRIPTION and SERIAL #		Unit Price	TOTAL
1	New Yanmar ViO55 Excavator Series	al # ٩	\$ 84,000.00	\$ 84,000.
1	47 HP Yanmar diesel engine, Eco-Idle, and Auto-Decel			
1	Rubber Tracks			
1	Maximum Dig Depth: 13'6"			
1	Weight: 12,247 lbs			
1	Zero-tail swing radius			
1	VIPPS Progressive Pump System			
1	2-Way Pattern Control Change Valve			
1	Cylinder Covers On All Cylinders			
1	Working Lights			
1	Suspension Seat			
1	Traveling Arm			
1	Diverted Valve			
1	Thumb			
1	Hydraulic Quick Coupler			
1	Cab Unit with Heat and Air			
1	Angle Blade			
1	18" Bucket			
1	2 Year - 2000 Hour Full Warranty			
1	Extended to 4 Years / 4000 Hours with Appropriate Service	e Intervals		
		I	SubTotal	\$ 84,000.
			Tax	EXEMPT
	THANK YOU FOR YOUR BUSINES	S! T	otal	\$ 84,000.
	Quotes Valid for 30 Days		Less Down	
			Payment	
TERMS:		В	alance Due	\$ 84,000.

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

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MEETING DATE:	December 07, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Construction Trailer Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is requesting authorization to pay an invoice for a trailer rental. This invoice is related to our office renovation project. This is a one-time amount as it includes the first and last month's rental fees, delivery, pick-up, and set-up costs. We recommend your approval.
LEGAL:	N/A



MIM CONNECT PAYMENT OPTIONS

statements.

Welcome to the WillScot | Mobile Mini customer portal! Register today to make online payments, sign up for Auto-Pay, or view invoices and

https://portal.mobilemini.com

You remain responsible for the invoice balance if there is an issue

with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms. **Thank you for your business!**

(800) 782-1500, Option 1

Meeting: December 7, 2023 Item22.

INVOICE

4646 E VAN BUREN ST PHOENIX, AZ 85008-6927	Customer #	Invoice #	Invoice Date	Seq #	Terms
	10518355	9019092920	10/10/2023	1	Net 10 Days
(800) 782-1500, Option 1	an a				
customersuccess@willscot.com		Payment Due			\$8,242.76
www.willscot.com FED# 52-0665775	In	voice Due Date			10/20/2023
CITY OF CARTERSVILLE CITY OF CARTERSVILLE		ICH: Manta GA Alcovy Road			

10023	320052			20,230,926.00	ANNA GRIER 770-387-5673	10/10/2023 TO 11/06/2023	CITY OF CARTERSVILLE 320 S Erwin St CARTERSVILLE GA 30120	
Quant			Description		Price/F	Rate	Amount	
	✓ 60x12 Mc K018440	bile Office or Sir	nilar SN: KCB-44	019 Model:	\$1,0	079.00 Rental	\$1,079.00	N*
	Last Cycle	e Rental Core Ur	nit ·>		\$1.0	079.00	\$1,079.00	N*
		Material Handli			\$3	399.00	\$399.00	N*
1.00	Delivery	12' wide			\$1,0	019.00	\$1,019.00	N*
1.00		harge Delivery			\$2	234.37	\$234.37	N*
1.00	Return -				\$1,0	19.00	\$1,019.00	N*
1.00		harge Return			\$2	34.37	\$234.37	N*
1.00		Setup and Anche	or		\$1,3	99.00	\$1,399.00	N*
1.00		Knockdown				00.98	\$989.00	N*
1.00		Property Expense				39.02	\$39.02	N*
2.00		ance - Steps w/ (09.00	\$218.00	N*
2.00		ance Pkg T2-LM				09.00	\$218.00	N*
1.00		oor Security Bur				59.00	\$59.00	N*
1.00		oor Security Bur				59.00	\$59.00	N*
1.00	√Data Hub	AY 1	u W			99.00	\$99.00	N*
1.00	KEURIG/	Reptal T2-KM	,0-		9	99.00	\$99.00	N*
1.00	UNIC	Vev.				\$0.00	\$0.00	N*
	$\land V $	N 2023			Sub - Total		\$8,242.76	
	(\cdot)	N L L				nvoice Total:	\$8,242.76	
	\square							

Invoice in USD

= Normal monthly expense

PLEASE REMIT WITH PAYMENT

Invoice Total:	\$8,242.76
Invoice Number:	9019092920
Due Date:	10/20/2023
Customer:	CITY OF CARTERSVILLE
Customer No:	10518355

T* - Denotes taxable item, N* Denotes non-taxable item.

Please Remit To:

WILLIAMS SCOTSMAN, INC. PO BOX 91975 CHICAGO, IL 60693-1975

000010518355290190929200000000008242769



MEETING DATE: SUBCATEGORY: DEPARTMENT NAME:	December 7, 2023 Contract/Agreements Parks and Recreation
AGENDA ITEM TITLE:	Joe Frank Harris Field Renovation
DEPARTMENT SUMMARY RECOMMENDATION:	Parks and Recreation is seeking approval of the RFP from Bartow Fence for \$108,506.04. The RFP opened on October 24, 2023. It was advertised and closed on November 28, 2023. We received two RFP's, one from Bartow Fence and the other from Howell Fence from Alabama. Bartow had the lowest bid for both the fence and backstop wall. The amount for the fence was \$86,013.67 and for the brick backstop wall \$22,492.37. The total amount would be \$108,506.04. The scope of work for the project will be installing a brick backstop and new poles and fencing for the entire field. This is a budgeted item from 100.5100.52.2341, and Staff recommends approval.
LEGAL:	Reviewed by Archer & Lovell

B	A	२ -	ГС	D	W
	FE	IN	CI	-	

Meeting: December 7, 2023 Item23.

FAX: 770-334-3433

Service Contract

PREPARED BY: Jay Parrozzo

5530 Hwy 20

Cartersville, GA 30121

DATE:	11/28/2023	
DATE.	11/20/2020	

JOB #:

CUSTOMER NAME:	City of Cartersville - Hicks Park	- Steve Roberts					
CUSTOMER ADDRESS:	51 Clearwater St	CITY:	Cartersville	STATE: Ga	ZIP:	30120	
PHONE: 770-607-61	173 FAX:	EMAIL:	sroberts@city	ofcartersville.or	rg		

DESCRIPTION OF WORK

Proposal for rebuilding only (no demo) of chain-link fence at Hicks Park. All material will be commerical grade. All posts will be set in concrete. Pricing for Brick Knee wall on a separate quote due to needing to be sub contracted out to a brick mason.

	CE LAYOUT	
oposal #1		
Backstop 30' tall with a distance of 91'5"		
All posts will be 4" sch40 black and each will be set at a d	epth of 5' in the ground. Knee wall t	o be built after posts
are set.		
Backstop to have 6' tall 6 gauge core directly above knee	wall	
All other chain-link on back stop will then convert ot 9 ga	uge core with a 6 gauge finish. This	will workout to three
runs of 7' tall chain-link. 3' knee wall; 6' of 6 gauge co	re chain-link; 21' of 7' tall chain-link(3 runs) = 30'
Install 1-5/8" sch40 rail at bottom and top of backstop an	d along each seam	
Install two 4' wide x 9' tall walk gates		
Backstop to be completely vertical		
Sideline Fence 10' tall for a total distance of 357 lineal feet		
Chain-link will be 10' tall 9 gauge core with a 6 gauge finis	h black	
All termianl posts will be 3" x13' sch40 black and each wil		rete
All line posts will be 2.5" x 11'6" sch40 black posts and ea	ch will be set 30" in concrete	
Fence will have 1-5/8" sch40 top and bottom rail Install two 4' wide x 10' tall walk gates		
Outfield fence will be 5' tall and a distance of 337' of chain-li	nk	
All terminal posts will be 3"x7' sch40 black and each will I	pe set 2' into the ground with concre	te
All line posts will be 2.5" x7 ' black sch40 and each will be	set 2' in the ground with concrete	
Chain-link will be 9 gauge core with a 6 guage finish black		
Fence will have 1-5/8" sch40 black top and bottom rail		
Install one 12' wide double leaf gate		
Install approx. 20' lineal feet of 4' tall fence between dugout	and sideline fence.	TOTAL
Match 5' tall specs		\$86,013.67
QUOTE IS VALID THROUGH: 5 days	DEPOSIT DUE UPON ACCE	PTANCE
DATE OF INSTALLATION:	AMOUNT DUE UPON COMP	LETION:
	DATE AC	CEPTED:
ACCEPTANCE	OF PROPOSAL	
THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFAC		

IT IS THE CUSTOMERS RESPONSIBILITY TO REVIEW AND SIGN THE CUSTOMER CHECKLIST PROVIDED ON PAGE TWO OF THE PROPOSAL BEFORE BARTOW FENCE COMPANY INC. WILL PROCEED WITH THE JOB.



Additional Terms & Conditions

CLEARING OF FENCE LINE TREES AND DEBRIS

- NO CLEARING REQUIRED
- BARTOW FENCE COMPANY INC. TO CLEAR FENCE LINE
- CUSTOMER TO CLEAR LINE

NOTE: IT IS THE CUSTOMERS RESPONSIBILITY TO CLEAR THE FENCE LINE UNLESS NOTED OTHERWISE. IF THE FENCE LINE IS NOT CLEARED UPON DAY OF INSTALLATION, BARTOW FENCE COMPANY INC. WILL CLEAR THE LINE AT AN ADDITIONAL \$150.00/PER MAN HOUR, AND WILL ADD THE ADDITIONAL COSTS TO THE REMAINING BALANCE.

PROPERTY PINS

- IDENTIFIED AND MARKED
- CUSTOMER UNABLE TO LOCATE, USE DIAGRAM
- CUSTOMER TO MARK LOCATIONS OF FENCE INCLUDING: ENDS, CORNERS, GATES AND GATE POSTS PRIOR TO INSTALLATION. INSTRUCTIONS GIVEN TO CUSTOMER.

CUSTOMER IS SOLEY RESPONSIBLE FOR LOCATIING ALL PROPERTY LINES AND CONFIRMING FENCE MEETS HOA RULES AND REGULATIONS



UNDERGROUND UNTILITES LOCATE

Bartow Fence will coordinate with 811 to mark underground utilities. BARTOW FENCE COMPANY INC. is not responsible for any damage to septic tank or lines, sprinkler systems, or any other private underground utilities that cannot be located with 811.

PRODUCT WEAR AND TEAR

WOOD FENCE COMPONENTS, WHEN EXPOSED TO THE ELEMENTS, ARE SUBJECT TO IMMEDIATE WARPAGE, SHRINKAGE, CRACKING. ETC. SPECIFIED SPACE BETWEEN PICKETS AND BOARDS IS A ROUGH APPROXIMATION WHICH WILL VARY SUBSTANTIALLY. NO WARRANTY IS OFFERED OR IMPLIED AGAINST THESE CONDITIONS.

MATERIAL STIPULATION

All materials remain the property of Bartow Fence Company, Inc. until paid in full, and can be removed for non-payments. INITIAL

Cancelation Notice

In the event that CUSTOMER cancels this contract within 48 hours of the Date of Installation on page 1 of this contract, CUSTOMER shall pay a cancellation fee equal to 20% of the total contract price or \$250, whichever is greater. BARTOW FENCE COMPANY will deduct said cancellation fee from the deposit. CUSTOMER must pay in full for all custom gates, aluminum, steel, PVC or special order materials immediately upon signing this contract and the cost of said materials is non-refundable. INITIAL

Payment

Payment is DUE IN FULL upon completion of installation and / or agreed upon services. No financing available. After the date of completion, Customer agress to pay a finance Charge of 5% interest per month on total outstanding principal amount AND interest or \$125.00, whichever is greater. Customer further agrees to pay 15% of the principal amount owed as Attorney Fees.

______ HAVE REVEWIED & HEREBY AGREE TO ALL TERMS AND CONDITIONS.

CUSTOMER SIGNATURE: BARTOW FENCE SIGNATURE:

١,

____ DATE:_____ DATE:

VISIT US AT: WWW.BARTOW-FENCE.COM

5530 Hwy 20 Cartersville, GA 30121		BARTC		Meeting:		7, 2023 Item2 : 770-334- 3
		Service Contra		JOB #:		
PREPARED BY: Jay Parrozzo				DATE: 11/28/	2023	
	City of Cartersville - Hick	s Park - Steve Roberts				
CUSTOMER ADDRESS:	51 Clearwater St	CITY:	Cartersville	STATE: Ga	ZIP:	30120
	FAX:	EMAIL:	sroberts@cit	yofcartersville.or	a	

Installation of a 3' tall brick knee wall along backstop. Wall will be approx. 1' thick and approx. 91'5" long (from dugout to dugout)

	FENCE LAY	OUT			
ARTOW FENCE DOES NOT INSTALL BRICK WALLS.				THEVHAV	
MULTIPLE BRICK JOBS FOR US IN THE PAST.	THIS IS A SUB COM	CTRACTOR T	HAT WE USE.	THET HAVE	PERFORIVIED
stall a 1' wide by 91'5" brick knee wall along bac	kstop				
Customer to pick color of brick					
					TOTAL
					\$22,492.37
QUOTE IS VALID THROUGH: 5 days		DEPOSI	DUE UPON	ACCEPTANC	E
DATE OF INSTALLATION:					
		AWOUNT	DUE UPON C	UNIPLETION	
			DAT	E ACCEPTED	:
А	CCEPTANCE OF P	ROPOSAL	ă		Print Print
HE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS			CCEPTED BY TH	HE CUSTOMER	R. THIS PROPOSAL. W
SIGNED BY CUSTOMER AND ACCEPTED BY BART					
IT IS THE CUSTOMERS RESPONSIBILITY TO REVI		CUSTONAS			DA 65 THO 65 TH

PROPOSAL BEFORE BARTOW FENCE COMPANY INC. WILL PROCEED WITH THE JOB.

VISIT US AT: WWW.BARTOW-FENCE.COM



Additional Terms & Conditions

CLEARING OF FENCE LINE TREES AND DEBRIS

- NO CLEARING REQUIRED
- BARTOW FENCE COMPANY INC. TO CLEAR FENCE LINE
- CUSTOMER TO CLEAR LINE

NOTE: IT IS THE CUSTOMERS RESPONSIBILITY TO CLEAR THE FENCE LINE UNLESS NOTED OTHERWISE. IF THE FENCE LINE IS NOT CLEARED UPON DAY OF INSTALLATION, BARTOW FENCE COMPANY INC. WILL CLEAR THE LINE AT AN ADDITIONAL \$150.00/PER MAN HOUR, AND WILL ADD THE ADDITIONAL COSTS TO THE REMAINING BALANCE.

PROPERTY PINS

- IDENTIFIED AND MARKED
- CUSTOMER UNABLE TO LOCATE, USE DIAGRAM
- CUSTOMER TO MARK LOCATIONS OF FENCE INCLUDING: ENDS, CORNERS, GATES AND GATE POSTS PRIOR TO INSTALLATION. INSTRUCTIONS GIVEN TO CUSTOMER.

CUSTOMER IS SOLEY RESPONSIBLE FOR LOCATIING ALL PROPERTY LINES AND CONFIRMING FENCE MEETS HOA RULES AND REGULATIONS



Call before you dig.

UNDERGROUND UNTILITES LOCATE

Bartow Fence will coordinate with 811 to mark underground utilities. BARTOW FENCE COMPANY INC. is not responsible for any damage to septic tank or lines, sprinkler systems, or any other private underground utilities that cannot be located with 811.

PRODUCT WEAR AND TEAR

WOOD FENCE COMPONENTS, WHEN EXPOSED TO THE ELEMENTS, ARE SUBJECT TO IMMEDIATE WARPAGE, SHRINKAGE, CRACKING, ETC. SPECIFIED SPACE BETWEEN PICKETS AND BOARDS IS A ROUGH APPROXIMATION WHICH WILL VARY SUBSTANTIALLY. NO WARRANTY IS OFFERED OR IMPLIED AGAINST THESE CONDITIONS.

MATERIAL STIPULATION

All materials remain the property of Bartow Fence Company, Inc. until paid in full, and can be removed for non-payments. INITIAL

Cancelation Notice

In the event that CUSTOMER cancels this contract within 48 hours of the Date of Installation on page 1 of this contract, CUSTOMER shall pay a cancellation fee equal to 20% of the total contract price or \$250, whichever is greater. BARTOW FENCE COMPANY will deduct said cancellation fee from the deposit. CUSTOMER must pay in full for all custom gates, aluminum, steel, PVC or special order materials immediately upon signing this contract and the cost of said materials is non-refundable. INITIAL

Payment

Payment is DUE IN FULL upon completion of installation and / or agreed upon services. No financing available. After the date of completion, Customer agress to pay a finance Charge of 5% interest per month on total outstanding principal amount AND interest or \$125.00, whichever is greater. Customer further agrees to pay 15% of the principal amount owed as Attorney Fees.

______ HAVE REVEWIED & HEREBY AGREE TO ALL TERMS AND CONDITIONS.

CUSTOMER SIGNATURE:_____ BARTOW FENCE SIGNATURE:

1, =

DATE:_____ DATE:_____

VISIT US AT:

WWW.BARTOW-FENCE.COM



MEETING DATE:	December 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	Extrication Tools Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Fire Departments respectfully requests approval of the purchase of two sets of extrication equipment. These "E" Tools are popularly known as the Jaws of Life and are part of the equipment for two new engines, expected to arrive in the spring of 2024. Municipal Emergency Services, the only dealer in Georgia quoted \$87,199.58. This is a 14% increase over the tools we bought in 2021, an average annual increase of approximately 7%. This is within the budgeted amount as a capital expense for 2023/2024 and will be paid for through the general fund and reimbursed through the 2020 SPOST as funds become available.
LEGAL:	N/A





(877) 637-3473

Bill To Scott Carter, Fire Chief CARTERSVILLE FIRE DEPT P.O. BOX 1390 CARTERSVILLE GA 30120 United States

Quot

Meeting: December 7, 2023 Item24.

Quote #QT1762839Date11/27/2023Expires12/31/2023Sales RepAdams, Jeremy LShipping MethodFedEx GroundCustomerCARTERSVILLE FIRE DEPT (GA)Customer #C37916

Ship To CARTERSVILLE FIRE DEPT 195 CASSVILLE ROAD Cartersville GA 30120 United States

ltem	Alt. Item #	Units	Description	QTY	Unit Price	Amount
272899000-1			S 799 E3 Cutter - TOOL ONLY	2	\$12,028.70	\$24,057.40
271855000-1			SP 555 E3 Spreader - TOOL ONLY	2	\$12,276.52	\$24,553.04
274885000-1			R 521 E3 Ram - TOOL ONLY	2	\$8,343.58	\$16,687.16
90-53-15			EWXT 9 Ah battery	12	\$781.74	\$9,380.88
90-53-22			EWXT/E3 Charger (12-24V)	6	\$570.01	\$3,420.06
90-53-31			EWXT/E3 Emergency Power Supply - 110V	2	\$1,250.00	\$2,500.00
101C085			Spreader Stability Plate Kit	2	\$1,150.00	\$2,300.00
541C066			C-Frame Ram Support LK841509190	2	\$853.00	\$1,706.00
81-67-20			Chain Set (KSV 11)	2	\$922.52	\$1,845.04
Pre-Delivery Inspection			Pre-Delivery Inspection	6	\$50.00	\$300.00
					Subtotal	\$86,749.58
				Shi	pping Cost	\$450.00
					Tax Total	\$0.00
					Total	\$87,199.58

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



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MEETING DATE: SUBCATEGORY:	December 7, 2023 Bid Awards/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	Loose Equipment Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Fire Department requests approval of the purchase of loose equipment for the two new engines. Of the four quotes we received, the lowest quote was from Municipal Emergency Services (MES). Total pricing for this equipment package is \$86.927.05. This is within the budgeted amount, as a capital expense for FY 2023/2024 and will be paid for through the general fund and reimbursed through the 2020 SPLOST as funds become available.
LEGAL:	N/A

Item	Quantity
	Quantity
5" LDH Hose (100 ft Sections)	10
5" LDH Hose (50 ft Sections)	4
5" LDH 20' Section	2
3" Supply Hose 50 Ft Sections	42
2.5 " Supply Hose 50 Ft Sections	16
1.75" Hose 50 Ft Sections	32
1" Hose- 50' Sections	8
Elhart Stinger 2.0 (8297-98P)	2
Akron Discharge Pipe	2
Stinger 2.0 Base	2
Elhart Model SM-1250	2
2.5 XD Playpipe with ladder Hook	4
2.5 XD Playpipe	4
Elkhart Stacked Tips	4
Elkhart High Range 1.5 Rigid Inlet Combo Tip	4
2.5 Combination Nozzles - With Yellow Bumpers (solid no breakaway)	2
1.5 Combination Nozzles - With Yellow Bumpers (solid no breakaway)	8
1.5 Combination Nozzles - With Orange Bumpers(solid no breakaway)	2
1" Combination Nozzle (booster nozzle)	2
2.5 Gate Valves	2
Gated Wye with 2 Mounting Quick Brackets 2.5x1.5	4
21K - Wye 2-Way Ball Valve (Part ID 21K2505)	2
5" Storz x 2 1/2" Male NH Thread Adapter	2
Double Female 2.5"	4
Double Male 2.5"	4
2.5" Female to 1.5" Male	4
2.5 " Female to 1" Male	2
2.5" to garden hose reducer	2
LDH Piston Intake 6" NST to 5" Storz	2
Foam Eductor	2
Foam Expansion Tube	2
5" Storz x 4" NH Swivel Long Handle Female 30° Elbow	2
Clamp Style Hose Clamp	2
5" NST Female to 5" Storz (Hydrant adapter)	2
Hydrant Wrench with 2 Spanners & Mounts	4
Hydrant Wrench - Heavy Duty	6
Spanner Wrench - Standard	4
Spanner Wrench - LDH	12
LDH Spanner Wrench Mounting Bracket	2

Pry Axe and Mounting Brackets	2
30" Fire Hooks Unlimited. WIDE-ADZ Pro Bar Halligan, WIDE-ADZ Pro Bar Halligan	2
24" Fire Hooks Unlimited. WIDE-ADZ Pro Bar Halligan, WIDE-ADZ Pro Bar Halligan	2
36" Pinch Bar/Crowbar with Mounting Bracket	2
6 lb. Pick Head Axe with Mounting Bracket - Fiberglass Handle	2
6 lb. Flat Head Axe with Mounting Bracket - Fiberglass Handle	2
Hydrant Bag	2
Forestry Rakes	6
6' Georgia Hook	2
6' New York Roof Hook	2
Mounting Brackets for 12 lbs. Sledgehammer	3
Mounting Brackets for 36" Bolt Cutters	3
High Rise Hose Straps (100'of 1 3/4")	6
Extra 2 1/2" Spring Loaded Mounting Brackets	16
Stream Lights	4
SCBA Wall Mount	6
Hose Ladder Straps	8
Hose Clamp	2
Water Under Pressure Can 2.5 Gallon	3

Loose Equipment Bids

Vendor Name	Equipment Package Bids	
Municipal Emergency Services	\$86,927.05	
Ten-8	\$88,343.56	
NAFECO	\$91,789.33	
Municipal Equipment Company	\$107,463.00	











MEETING DATE:	December 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	RIT Pak III Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Fire Department requests approval of the purchase of two Scott RIT Pak III. This equipment will be for our two new engines. We are requesting this equipment now due to long lead times and the anticipated price increase in the future. We have sought bids from all authorized vendors for the brand we use, SCOTT SCBA, and received two quotes. American Safety & Firehouse quoted \$9,642, and Municipal Emergency Services quoted \$9,868.10. This is within the budgeted amount as a capital expense for 2023/2024 and will be paid for through the general fund and reimbursed through the 2020 SPLOST as funds become available. We recommend approval of the low bid of \$9,642.00 from American Safety and Fire.
LEGAL:	N/A

Meeting: December 7, 2023 Item26.	

Date

11/28/2023

P.O. No.



American Safety & Fire House LLC 3848 Oakcliff Industrial Court Doraville GA 30340

Customer

Cartersville Fire Department 195 Cassville Road Cartersville, Georgia 30120

ltem	Description	Qty	Unit	Net	Amount
200954-12	Scott RIT-Pak III Emergency Air Supply System • AV3000SS Lrg • Rectus • No Cylinder	2	Each	\$3,396.00	\$6,792.00
804723-01	Scott 4500 / 60 Min Carbon Wrapped Cylinder & CGA Valve	2	Each	\$1,425.00	\$2,850.00
				Total	\$9,642.00

Ship To

Cartersville Fire Department 195 Cassville Road Cartersville, Georgia 30120



	Quot	Meeting: December 7, 2023 Item26.
Quote #	QT1762496	
Date	11/27/2023	
Expires	12/31/2023	
Sales Rep	Adams, Jeremy L	
Shipping Method	FedEx Ground	
Customer	CARTERSVILLE I	FIRE DEPT (GA)
Customer #	C37916	

Bill To Scott Carter, Fire Chief CARTERSVILLE FIRE DEPT P.O. BOX 1390 CARTERSVILLE GA 30120 United States Ship To CARTERSVILLE FIRE DEPT 195 CASSVILLE ROAD Cartersville GA 30120 United States

Item	Alt. Item #	Units	Description	QTY		Unit Price	Amount
200954-12			RIT-PAK III,4.5,LG,AV,RECTUS		2	\$3,526.89	\$7,053.78
804723-01			(HM) CYL&VLV CARBON 60		2	\$1,407.16	\$2,814.32
						Subtotal	\$9,868.10
				Shipping Cost \$0.00		\$0.00	
						Tax Total	\$0.00
						Total	\$9,868.10

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.





MEETING DATE:	December 7, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Altitude Valve Installation
DEPARTMENT SUMMARY RECOMMENDATION:	As the Bartow County Water System adds significant water demands, particularly due to industrial development, demand pressures on the farthest reaches of the City's water system are increasing. To "push" water at the rates necessary to serve the County purchase points, water pressure in the City's system needs to increase slightly. Without controls, this increase would cause water storage reservoirs to continuously overflow. It is necessary to install altitude and check valves in two water reservoirs in the city. Bids were accepted for this service, with the lowest bid of \$576,765.30 from C.H. Kirkpatrick & Sons Welding Service, Inc. I recommend awarding this work to the lowest bidder. This is a budgeted expense.
LEGAL:	N/A

SWEITZER ENGINEERING, INC.

CONSULTING ENGINEERS

November 20, 2023

Mr. J. Sidney Forsyth, PE Director, Cartersville Water Dept. 148 Walnut Grove Road Cartersville, Georgia 30120

Re: Altitude and Check Valve Replacements at Morningside and Fairview Water Tanks Project No. 338-114

Dear Mr. Forsyth:

A total of three (3) contractor Bids were received for the referenced project and publicly opened on November 15, 2023 at 3:00 PM at the City Council Chambers, 1 North Erwin Street, Cartersville, Georgia 30120. The low bid was received from C.H. Kirkpatrick & Sons Welding Service, Inc. in the total Lump Sum Bid amount of \$576,765.30. A Certified Bid Tabulation is enclosed.

On the basis of the Certified Bid Tabulation, we recommend award to C.H. Kirkpatrick & Sons Welding Service, Inc., P.O. Box 790. White, GA 30184, in the Lump Sum Bid amount of \$576,765.30.

If you concur with this award recommendation, please return four (4) signed and dated originals of the enclosed Notice-of-Award to Sweitzer Engineering. We will then forward signed Notices-of-Award to the Successful Bidder accompanied by four (4) sets of Project Manuals containing the Agreement and Surety Bond forms. The Successful Bidder will then have 15 days after receipt to return the executed Construction Agreements to the City of Cartersville with required Surety Bonds and Contractor's Certificates of Insurance.

Please call if you have questions. Thank you for this opportunity to serve the City of Cartersville.

Sincerely yours,

SWEITZER ENGINEERING, INC.

Int R. Roul

Trent R. Lard, P.E.

Enclosures: Certified Bid Tabulation Notice of Award - 4 copies

cc: Mr. Michael De Leon, P.E., Assistant Director, Cartersville Water Department

Sweitzer Engineering, Inc.

CONSULTING ENGINEERS 680 Douthit Ferry Rd, Suite 105 Cartersville, Georgia 30120 Felephone 678-569-4290

CERTIFIED BID TABULATION

Bid Opening Date November 15, 2023 3:00 PM

	ALTITUDE AND CHECK VALVE REPLACEMENTS FOR MORNINGSIDE AND FAIRVIEW WATER TANKS		C.H. KIRKPATRICK & SONS WELDING SERVICE, INC. 4200 HWY 411 NE RYDEL, GA 30171	TADO CONSTRUCTION, LLC 1596 LOWER ROSWELL RD. MARIETTA, GA 30068	WILLOW CONSTRUCTION, INC. 3970 FLINT HILL ROAD POWDER SPRINGS, GA 30127
	Description				
1	LUMP SUM BID		\$576,765.30	\$597,000.00	\$751,000.00
	ALTITUDE VALVE MANUFACTURER		CLA-VALVE	VAL-MATIC	CLA-VALVE
	CHECK VALVE MANUFACTURER		GOLDEN ANDERSON	CLA-VALVE	VAL-MATIC
	DUCTILE IRON PIPE MANUFACTURER		US PIPE	FORTILINE WATERWORKS	US PIPE
	ELECTRICAL SUBCONTRACTOR		BURGESS ELECTRIC	ТВА	ROBINSON ELECTRICAL
	CHANGES IN THE WORK	Unit	Unit Price	Unit Price	Unit Price
a)	Temp. Silt Fence, Type A, Single Row, in place	Per L.F.	\$4.00	\$5.00	\$7.00
b)	Temp. Silt Fence, Type C, Double Row, in place	Per L.F	\$9.00	\$10.00	\$12.00
c)	Fine Grading & Permanent Grassing	Per Acre	\$4,000.00	\$2,000.00	\$2,000.00
d)	No. 57 Stone, in place	Per Ton	\$62.75	\$50.00	\$200.00
	TIME OF COMPLETION				
	Substantially Complete		180 Days	180 Days	180 Days
	Ready for Final Payment		210 Days	210 Days	210 Days

This is to certify that this Bid Tabulation is a true and correct abstract of the Bids received.

By: TRENT R. LARD, PE



Date:

11/20/2023

SWEITZER ENGINEERING, INC. CONSULTING ENGR

Meeting: December 7, 2023 Item27.

CITY OF CARTERSVILLE, GA ALTITUDE AND CHECK VALVE REPLACEMENTS FOR MORNINGSIDE AND FAIRVIEW WATER TANKS **PROJECT NO. 338-114**



MEETING DATE: SUBCATEGORY:	December 7, 2023 Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Annual Chemical Purchase Order
DEPARTMENT SUMMARY RECOMMENDATION:	The attached list of chemicals is bought for the water treatment plant and wastewater treatment plant on a weekly, bi-weekly, monthly, semi-annual, or annual basis. Often orders in excess of \$7,500.00 are required. Fixed prices have been requested from each vendor for a period ending October 31, 2024. This will cut the need for multiple recurring agenda items throughout the year and will expedite our ability to order chemicals on a necessary basis. If it is necessary to rebid or if a less expensive alternative is found, updated vendor/pricing information will return for Council approval.
LEGAL:	N/A

Drinking Water Treatment Chemicals (11/01/23 thru 10/31/24)						
Chemical	Vendor	Meets Specification	Bid Price	Pricing Unit	Successful Bidder	
	C&S Chemical	Yes		Dry lb.	Yes	
Aluminum Sulfate Solution	Univar Solutions	Yes		Dry lb.		
(48.5%)	Affinity Chemical	Yes	•	Dry lb.		
(101070)	USALCO Chemtrade	Yes		Dry lb.		
		Yes		Dry lb.		
Lime Slurry (30%)	Polytec, Inc.	Yes	\$0.0630		Yes	
Chlorine (100%)	Brenntag	Yes			Yes	
	AQUASMART, Inc.	Yes	\$2.57000		Yes	
Hydrofluorosilicic Acid (23%)	Pencco	Yes	\$2.58000			
	Univar Solutions	Yes	\$2.60000			
Sodium Silicofluoride	Brenntag	Yes	\$1.6490	Dry lb.	Yes	
Corrosion Inhibitor (Poly-	ADC - Hawkins					
ortho 85/15)	ortho/poly 85/15	Yes	\$2.9700	Dry lb.	Yes	
Water Pollution Control Plant Chemicals (11/01/23 thru 10/31/24)						
Water Polluti	on Control Pl	ant Chemicals (11/01/2	23 thru 10,	/31/24)	
Water Polluti Chemical	on Control Pl Vendor	ant Chemicals (Meets Specification		3 thru 10 Pricing Unit	/31/24) Successful Bidder	
				Pricing Unit		
	Vendor	Meets Specification	Bid Price	Pricing Unit Gallon	Successful Bidder	
Chemical	Vendor Brenntag	Meets Specification Yes	Bid Price \$2.19000	Pricing Unit Gallon Gallon	Successful Bidder	
Chemical	Vendor Brenntag Univar Solutions	Meets Specification Yes Yes	Bid Price \$2.19000 \$2.58000	Pricing Unit Gallon Gallon Gallon	Successful Bidder	
Chemical Sodium Hypochlorite	Vendor Brenntag Univar Solutions PVS	Meets Specification Yes Yes Yes	Bid Price \$2.19000 \$2.58000 \$2.64590	Pricing Unit Gallon Gallon Gallon Gallon	Successful Bidder Yes	
Chemical	Vendor Brenntag Univar Solutions PVS Southern Ionics Brenntag Colonial Chemical Solu	Meets Specification Yes Yes Yes	Bid Price \$2.19000 \$2.58000 \$2.64590 \$1.99000	Pricing Unit Gallon Gallon Gallon Gallon Gallon	Successful Bidder Yes	
Chemical Sodium Hypochlorite	Vendor Brenntag Univar Solutions PVS Southern Ionics Brenntag	Meets Specification Yes Yes Yes Yes Yes	Bid Price \$2.19000 \$2.58000 \$2.64590 \$1.99000 \$2.11000	Pricing Unit Gallon Gallon Gallon Gallon Gallon	Successful Bidder Yes	
Chemical Sodium Hypochlorite	Vendor Brenntag Univar Solutions PVS Southern Ionics Brenntag Colonial Chemical Solu	Meets Specification Yes Yes Yes Yes Yes Yes	Bid Price \$2.19000 \$2.58000 \$2.64590 \$1.99000 \$2.11000 \$3.23000	Pricing Unit Gallon Gallon Gallon Gallon Gallon Gallon Gallon	Successful Bidder Yes	
Chemical Sodium Hypochlorite Sodium Bisulfite	Vendor Brenntag Univar Solutions PVS Southern Ionics Brenntag Colonial Chemical Solu	Meets Specification Yes Yes Yes Yes Yes Yes Yes	Bid Price \$2.19000 \$2.58000 \$2.64590 \$1.99000 \$2.11000 \$3.23000 \$4.85000	Pricing Unit Gallon Gallon Gallon Gallon Gallon Gallon Gallon	Successful Bidder Yes Yes	
Chemical Sodium Hypochlorite Sodium Bisulfite Polymer (Cedar-Floc 4242)	Vendor Brenntag Univar Solutions PVS Southern Ionics Brenntag Colonial Chemical Solu PVS Cedarchem	Meets Specification Yes Yes Yes Yes Yes Yes Yes	Bid Price \$2.19000 \$2.58000 \$2.64590 \$1.99000 \$2.11000 \$3.23000 \$4.85000 \$3.3200 \$3.3200 \$27.9500	Pricing Unit Gallon Gallon Gallon Gallon Gallon Gallon Gallon	Successful Bidder Yes Yes Yes	
Chemical Sodium Hypochlorite Sodium Bisulfite Polymer (Cedar-Floc 4242)	Vendor Brenntag Univar Solutions PVS Southern Ionics Brenntag Colonial Chemical Solu PVS Cedarchem Hill Mfg.	Meets Specification Yes Yes Yes Yes Yes Yes Yes Yes	Bid Price \$2.19000 \$2.58000 \$2.64590 \$1.99000 \$2.11000 \$3.23000 \$4.85000 \$3.3200 \$3.3200 \$4.85000 \$3.3200 \$0.19150	Pricing Unit Gallon Gallon Gallon Gallon Gallon Gallon Gallon Dry Ib. Gallon	Successful Bidder Yes Yes Yes Yes Yes	
Chemical Sodium Hypochlorite Sodium Bisulfite Polymer (Cedar-Floc 4242)	Vendor Brenntag Univar Solutions PVS Southern Ionics Brenntag Colonial Chemical Solu PVS Cedarchem Hill Mfg. C&S Chemical	Meets Specification Yes Yes Yes Yes Yes Yes Yes Yes Yes	Bid Price \$2.19000 \$2.58000 \$2.64590 \$1.99000 \$2.11000 \$3.23000 \$4.85000 \$3.3200 \$3.3200 \$4.85000 \$0.19150 \$0.22200	Pricing Unit Gallon Gallon Gallon Gallon Gallon Gallon Dry Ib. Gallon Dry Ib.	Successful Bidder Yes Yes Yes Yes Yes	
Chemical Sodium Hypochlorite Sodium Bisulfite Polymer (Cedar-Floc 4242) Degreaser	Vendor Brenntag Univar Solutions PVS Southern Ionics Brenntag Colonial Chemical Solu PVS Cedarchem Hill Mfg. C&S Chemical Univar Solutions	Meets Specification Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes	Bid Price \$2.19000 \$2.58000 \$2.64590 \$1.99000 \$2.11000 \$3.23000 \$3.23000 \$4.85000 \$3.3200 \$3.3200 \$0.2300 \$0.2200 \$0.2200 \$0.24000 \$0.25176	Pricing Unit Gallon Gallon Gallon Gallon Gallon Gallon Dry Ib. Dry Ib. Dry Ib.	Successful Bidder Yes Yes Yes Yes Yes	



MEETING DATE:	December 7, 2023
SUBCATEGORY:	Change Order
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Lagoon Dredging Project Change Order
DEPARTMENT SUMMARY RECOMMENDATION:	The Water Treatment Plant sludge lagoon dredging project is continuing well, with approximately 12,000 wet tons removed to date. This change order was requested by the Water Department, as this is the final, approved project to use 2018 bond funds. The change order represents an added 120 contract days, and 5,056 wet tons of solids removal. Mathematically, this represents the removal of
	tons of solids removal. Mathematically, this represents the removal of approximately 10 years of sludge production at the Water Treatment Plant. The cost for this change is \$669,920.00, for a total solids' removal of 20,056 wet tons. Bond funds are available, and the change order is recommended for your approval.
LEGAL:	N/A

CONTRACT MODIFICATION

Owner: CITY OF CATERSVILLE, GEORGIA

Contractor: DENALI WATER SOLUTIONS, LLC.

Change Order No. 1

Date: November 15, 2023

Project: WTP SLUDGE LAGOON DREDGING

W&S Project No.: 027-21-121

Owners Project No.: 505.3310.54.1321

Council Approval Date .: August 4, 2022

Description of Changes:

1. To change the quantity of Section I - Item No.3 in the Bid Form from 15,000 to 20,056 Wet Tons for a net addition of 5,056 Wet Tons using the base bid unit price of \$132.50.

<u>Total cost increase = 5,056 x \$132.50 = \$669,920.00</u>

Additional days added to the contract <u>120 Calendar Days.</u> Completion date is May 31, 2024.

	Total Contract Cost		
Original Contract Amount Change Order # 1, Total net Add	\$ 2,699,300.00 <u>\$ 669,920.00</u>		
Revised Final Contract Amount	\$ 3,369,220.00		
This Change is Acceptable To: <u>DENALI WATER SC</u>			
Signed:	GMDate: _// -/	17-23	
Recommended By: WIEDEMAN AND SINGLET	ON, INC., Engineer		
Signed: Title:	Project Manager	21/2023	
Approval of Change Requested By: <u>CITY OF CART</u>			
Signed:Title:	Date:		
Approval of Change Requested By: <u>CITY OF CARTI</u>	<u>ERSVILLE, GEORGIA,</u> Mayor		
Signed:Title:	Date:		