



City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120

Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

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

AGENDA

Council Chambers, Third Floor of City Hall– 7:00
PM – 7/16/2020
Work Session – 6:00PM

CITY MANAGER:

Tamara Brock

CITY ATTORNEY:

David Archer

CITY CLERK:

Meredith Ulmer

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. June 18, 2020 (Pages 1 - 13)

[Attachments](#)

2. July 2, 2020 (Pages 14 - 26)

[Attachments](#)

B. Public Hearing - 1st Reading of Zoning/Annexation Requests

1. Z20-02 Rezoning 0.91 +/- Acres, 1220 Hwy 113, from O-C to G-C (Pages 27 - 45)

[Attachments](#)

C. Bid Award/Purchases

1. CityView Annual Software Maintenance Agreement (Pages 46 - 47)

[Attachments](#)

D. Easements

1. Final Plat for Village Hill and Utility Easements (Pages 48 - 59)

[Attachments](#)

E. Grant Application/Acceptance

1. Grassdale Road Sidewalk TAP Grant (Pages 60 - 84)

[Attachments](#)

F. Engineering Services

1. Grassdale Road Sidewalk-Engineering Services Change Order (Pages 85 - 105)

[Attachments](#)

G. Bid Award/Purchases

1. Garbage Truck Purchase (Pages 106 - 107)

[Attachments](#)

2. Dumpster Purchase (Pages 108 - 110)

[Attachments](#)

3. Backhoe Repair (Pages 111 - 112)

[Attachments](#)

4. Cass White Rd Gas Relocation (Pages 113 - 115)

[Attachments](#)

5. Camera System (Pages 116 - 117)

[Attachments](#)

6. CivicPlus Renewal (Pages 118 - 119)

[Attachments](#)

7. Calix Annual Maintenance Renewal (Pages 120 - 121)

[Attachments](#)

8. Bartow County Radio Quarterly Invoice (Pages 122 - 123)

[Attachments](#)

9. Croy Engineering Invoices for Airport (Pages 124 - 127)

[Attachments](#)

10. Travelers Insurance Deductible Invoice (Pages 128 - 129)

[Attachments](#)

11. Vicon Camera Replacement for Public Safety (Pages 130 - 131)

[Attachments](#)

12. Bartow County Grantwriting Invoice (Pages 132 - 133)

[Attachments](#)

H. Change Order

1. WPCP Nutrient Upgrade - Change Order 3 (Pages 134 - 137)

[Attachments](#)

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.



City of Cartersville

City Council Meeting
7/16/2020 7:00:00 PM
June 18, 2020

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been uploaded for your review and approval.
City Manager's Remarks:	The minutes have been prepared by staff and are recommended for your approval with any modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
June 18, 2020
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Hodge.

The City Council met in Regular Session with Matt 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; Tamara Brock, City Manager; Meredith Ulmer, City Clerk and Keith Lovell, Assistant City Attorney.

II. Regular Agenda

Mayor Santini held a moment of silence for Linda Benton.

A. Council Meeting Minutes

1. June 4, 2020

A motion to approve the June 4, 2020 City Council Meeting Minutes as presented was made by Council Member Wren and seconded by Council Member Fox. Motion carried unanimously. Vote:6-0.

B. Resolutions

1. Resolution Condemning Racism

Mayor Santini stated in order to protect the health, safety, and welfare of its citizens and visitors, the Mayor and City Council of the City of Cartersville and the City of Cartersville Police Department wish to pass a resolution condemning racism, bigotry, hate, and violence which cannot be tolerated in Georgia and in particular, Cartersville, Georgia. The resolution will be presented at Thursday's meeting.

Council Member Roth made a motion to approve the Resolution and Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 6-0.

RESOLUTION NO: _____**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, CONDEMNING RACISM AND DISCRIMINATION**

WHEREAS, the Mayor and City Council of the City of Cartersville and the City of Cartersville Police Department, are deeply saddened and concerned by the tragic events that have recently occurred across the country and here in Georgia; and

WHEREAS, the Mayor and City Council of the City of Cartersville and the City of Cartersville Police Department, are expressly opposed to racism, bigotry, hate and violence in any form; and

WHEREAS, the Mayor and City Council of the City of Cartersville and the City of Cartersville Police Department, are committed to actively working against the damaging effects of racism and to ensuring the Constitutional rights of every person who lives, works and visits Cartersville, Georgia; and

WHEREAS, people of all race, color, religion, national origin, sexual orientation, gender, mental disability, or physical ability contribute to Cartersville's strength and well-being; and

WHEREAS, the Mayor and City Council of the City of Cartersville, and the City of Cartersville Police Department, will continue to be honest and transparent with internal and external stakeholders and will continue to build on the culture of trust within the community; and

WHEREAS, the Mayor and City Council of the City of Cartersville, and the City of Cartersville Police Department, believe that equal justice should and can be provided to all. That equal justice and the safety and security which is facilitated by having a police department are not mutually exclusive and should be available to all members of the public. Furthermore, they can and should be provided without racism, bigotry, hate, and violence to all; and

WHEREAS, the City of Cartersville Police Department has long been a diverse department that has a reputation for employing men and women of the highest ethical standards that understand and are taught the importance of equal treatment to every citizen and business owner; and

WHEREAS, the City of Cartersville Police Department is State Accredited, and our officers annually receive more training that exceeds what is the requirement by the State of Georgia; and

WHEREAS, the men and women of the City of Cartersville Police Department appreciate the overwhelming support from our great community and hereby promises to

protect, serve, and exceed the expectation of honesty, transparency, and fair treatment to all citizens; and

WHEREAS, in order to protect the health, safety, and welfare of its citizens and visitors, the Mayor and City Council of the City of Cartersville and the City of Cartersville Police Department wish to condemn racism, bigotry, hate, and violence which cannot be tolerated in Georgia and in particular, Cartersville, Georgia.

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

that as representatives of the City of Cartersville Government, we stand with all citizens of the City of Cartersville and the City of Cartersville Police Department against racism in all of its forms and reaffirm our commitment as a City and as a Police Department to providing an environment that supports civil rights for all.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of _____, 2020.

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

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

Kari Hodge, Council Member - Ward 1

Jayce Stepp, Council Member - Ward 2

Cary Roth, Council Member - Ward 3

Calvin Cooley, Council Member - Ward 4

Gary Fox, Council Member - Ward 5

Taff Wren, Council Member - Ward 6

C. Appointments

1. Cartersville-Bartow Library Board

Tamara Brock, City Manager stated Karen Barnhart's term on the Cartersville-Bartow Library Board will expire on June 30, 2020. She would like to continue serving and if reappointed, her new term will expire June 30, 2023.

A motion to approve Karen Barnhart was made by Council Member Wren and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

2. Alcohol Control Board

Randy Mannino, Planning and Development Department Head stated Jennifer Smith has been recommended to serve on the Alcohol Control Board for Ward 1 and her application is attached. If appointed, the new term will be a 4-year term and will expire June 3, 2024.

A motion to approve Jennifer Smith was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

D. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. AZ20-01 De-Annexation at 5450 Hwy 20 (Clarence Brown Conference Center) 1.67 acres. Applicant- Bartow County

Mr. Mannino stated Bartow County is requesting the de-annexation of a 1.673-acre tract designated as Tract 2 on the plat. This tract was part of the 20.2 acres that was originally annexed into the city in 2010 for the Clarence Brown Conference Center. In October 2019, a developer purchased the adjacent property to the west from the Board of Regents. The property was rezoned to County PUD (Planned Urban Development). The requested de-annexation will aid the proposed development.

The floor was opened for a public hearing to anyone wishing to speak for or against this item.

Karl Lutjens of Cartersville, GA came forward to speak for the application.

This is a first reading and does not require a vote.

2. AZ20-02 De-Annexation on Bates Rd. (Parcel # C120-0001-002). 55.2 acres. Applicant: Albert E. Meek

Mr. Mannino stated the applicant is requesting to de-annex 55.23 acres of a 101 acre lot (Tax Parcel C120-0001-002) recently purchased to provide additional buffer and privacy for his property at 412 Bates Rd. If de-annexed, a conservation easement may also be established for

additional protection. The de-annexation and rezoning as County A-1 should remove the zoning conditions of the Carter Grove Planned Development. Planning Commission recommends approval, 4-0.

Mayor Santini opened the floor for a public hearing to anyone wishing to speak for or against this item. With no one coming forward the public hearing was closed.

This is a first reading and does not require a vote.

**3. Z20-01 Rezoning at 26 Overlook Pkwy from R-20/G-C to MF-14. 27.7 acres.
Applicant: CF Real Estate Services, LLC**

Mr. Mannino stated the applicant requests the rezoning of 27.71 acres from G-C and R-20 to MF-14 for the construction of 210 apartment units housed within (7) buildings. An amenities area with a clubhouse is also planned. Overlook Pkwy would be extended in order to construct this project. All utilities are in place along Overlook Pkwy. The proposal includes only one and two bedroom units with approximately (107) 1-bedroom units and (103) 2-bedroom units, 51% and 49% respectively. The MF-14 district allows a density of 14 units per gross acre. At 210 units, the density for the site would be 7.6 units per gross acre. Planning Commission recommends approval with a condition to limit the development to one and two bedroom units only, 4-1 vote.

Mayor Santini opened the floor for a public hearing to anyone wishing to speak for or against this item. The following came forward:

Brett Oliver of Atlanta, GA as the developer came forward to speak for the application.

This is a first reading and does not require a vote.

E. Appointments

1. Airport Authority

Dan Porta, Assistant City Manager stated the term of the Airport Authority Chairman, Hans Lutjens, expires on June 19, 2020 and he would like to continue serving on the authority. If reappointed, his term would be extended until June 19, 2024.

A motion to approve Hans Lutjens was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0. _____

F. GDOT Grant for Airport

Mr. Porta stated GDOT Aviation has allocated the remaining grant funds in their current fiscal year budget for the Cartersville-Bartow Airport to help pay for a safety improvement at the airport. The main use of these funds is for an Engineered Materials Arrestor System (EMAS) which is a device to stop airplanes that are unable to stop on their own before going off the end

of the runway. The State portion of the grant funds is \$2,649,482.50 and the Federal grant funds is \$209,560.50. The local match is \$1,031, 253.07. Mr. Porta recommended approval of these grant funds.

A motion to approve the GDOT Grant for Airport was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

G. Bid Award/Purchases

1. Croy Engineering Airport Services

Mr. Porta stated the Cartersville-Bartow Airport Authority has contracted with Croy Engineering to assist them with engineering work for the runway pavement rehabilitation project, storm drainage system and Runway 19 Runway Safety Area (RSA) project. A number of these invoices for work by Croy Engineering have been paid by the Airport Authority, however, due to the large project sizes, I am requesting the attached invoices be paid by the city and a request will be made to Bartow County for 50% of the cost. The total of the attached invoices is \$219,907.65 and is recommended for your approval.

A motion to approve Croy Engineering Airport Services was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0._____

2. Matthews Garage Vehicle Repair

Mr. Porta stated a city vehicle was recently involved in a vehicle accident and the other driver is 100% at fault. The estimated repair cost from the city's insurance company, Travelers is \$6,318.82. Our insurance company will subrogate the claim and seek reimbursement from the other party's insurance company. Mr. Porta requesting approval of repair work from Matthews Garage for this vehicle repair.

A motion to approve Matthews Garage Vehicle Repair was made by Council Member Hodge and seconded by Council Member Cooley. Motion carried unanimously. Vote 6-0.

3. Police Protective Equipment

Deputy Chief Cloniger stated he is requesting approval to purchase protective equipment for all of our sworn police officers. Our current gear is approximately 40 years old and needs to be replaced.

The police department sent a request for bids (RFB) for protective gear to three companies and received three bids from the companies. The following are the bids for the protective gear that met the specifications:

Cormac	\$32,832.00
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Danna	\$32,940.00
Galls	\$33,742.00

Mr. Cloniger recommended the best bid from Cormac for \$32,832.00. Part of this purchase is a budgeted item. However, all items are needed and payment for all items will be made using state asset and federal asset forfeiture funds. The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.

Motion to approve the purchase of Police Protective Equipment was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

4. D & C Meter Restock 2020-01

Bob Jones, Water Department Head stated the Distribution and Collection Office (D&C) needs to restock $\frac{3}{4}$ -inch residential meters. Delta Municipal is the Neptune distributor for Georgia and thus a sole source provider. They have provided a quote of \$6,200.00 for 100 Neptune T-10 direct read meters. I recommend approval of this purchase.

Motion to approve D & C Meter Restock 2020-01 was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

5. Emergency Repairs to Tower 1 Truck

Scott Carter, Fire Chief stated they request permission for emergency repairs to our Tower 1 truck. These repairs must be completed for the tower truck to pass its annual certification and operate properly and safely. The repairs include, but are not limited to, new slides for the aerial rails, rebuilding the radiator, and balancing the ladder and cabling system. These repairs will be performed by Ten-8 who is the only certified Pierce Fire apparatus mechanic in our area capable of this extensive of a repair. This work will take place at their Cobb County facility. We are requesting an amount up to and not to exceed \$17,000.00.

A motion to approve Emergency Repairs to Tower 1 Truck was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 6-0.

H. Budget

1. Budget Ordinance for the Fiscal Year 2020-21

Tom Rhinehart, Finance Department Head stated the proposed budget is a balanced budget and decreased \$8,252,150 over the FY2019-20 budget. The decrease equates to a 4.99% decrease. The proposed budget includes no salary adjustments, no increase in the city's property tax millage rate, an increase in health insurance premiums for both the city and the employees, the sale of the old police department building located on Main Street, and the general fund borrowing funds from the utility funds.

Budget comparison by type for the FY2020-21 proposed budget compared to the FY2019-20 budget includes: personnel expenses increase by \$521,045; operating expenses decreased \$2,667,180; purchase of commodities increased by \$581,460; BID tax expenses increased by \$1,260; debt service expenses increased \$107,905; capital expenses decreased \$7,291,070, and transfers to the general fund increased \$494,430. I recommend approval of the proposed FY2020-21 budget as presented.

A motion to approve Budget Ordinance for the Fiscal Year 2020-21 was made by Council Member Fox and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

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 2018 – 2019 budget.

2018 - 2019 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$25,859,450	
Expenditures:		
Legislative		\$ 1,400,470
Administration		\$ 1,132,185
Finance Dept.		\$ 1,313,145
Customer Service Dept.		\$ 777,005
Police		\$ 5,891,870
Fire		\$ 7,629,145
Municipal Court		\$ 267,615
Public Works		\$ 2,519,350
Recreation		\$ 3,451,850
Planning & Development		\$ 1,235,805
Downtown Development Authority		\$ 241,010
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 1,714,300	\$ 1,714,300
SPLOST – 2003	\$ 39,795	\$ 39,795
SPLOST – 2014	\$ 3,295,380	\$ 3,295,380

DEA	\$ 357,330	\$ 357,330
State Forfeiture	\$ 22,365	\$ 22,365
Hotel/Motel Tax	\$ 957,080	\$ 957,080
Motor Vehicle Rental Tax	\$ 77,670	\$ 77,670
Grant Funds	\$ 181,780	\$ 181,780
Impact Fees	\$ 0	\$ 0
Business Improve Dist Tax	\$ 31,390	\$ 31,390
Development Fees	\$ 10,960	\$ 10,960
Tax Allocation District	\$ 279,065	\$ 279,065
Cartersville Building Authority	\$ 5,486,020	\$ 5,486,020
SDBG Supplemental Dis Rec	\$ 131,905	\$ 131,905
<u>Enterprise Funds</u>		
Fiber Optics	\$ 2,120,110	\$ 2,120,110
Electric	\$49,126,240	\$49,126,240
Gas	\$35,962,150	\$35,962,150
Solid Waste	\$ 2,649,715	\$ 2,649,715
Stormwater	\$ 1,597,000	\$ 1,597,000
Water & Sewer	\$40,113,000	\$19,271,770
Water Pollution Control Plant		\$14,991,835
Water Treatment Plant		\$ 5,849,395
<u>Internal Service Fund</u>		
Garage	\$ 1,572,820	\$ 1,572,820

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ___ day of November 2019. First Reading.

ADOPTED this ___ day of December 2019. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Meredith Ulmer
City Clerk

I. Contracts/Agreements

1. Contracts for Performing Services

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

Cartersville-Bartow Library/ \$454,500
 Cultural Arts Alliance/ \$51,000
 Juvenile Court/ \$15,000
 Bartow Health Access/ \$2,000
 Good Neighbor Homeless Shelter/ \$2,000
 Summer Hill Learning Center/ \$1,200
 Bartow-Cartersville Joint Development Authority/ \$200,000

A motion to approve Contracts for Performing Services as amended was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 6-0.

J. Second Reading of Ordinances

1. Employee Benefits – Holidays

Mr. Rhinehart stated the Employee Benefits ordinance is being updated to include holiday pay for the police and fire department employees.

A motion to approve Employee Benefits – Holidays was made by Council Member Wren and seconded by Council Member Stepp. Motion carried unanimously. Vote: 6-0.

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 16 – PERSONNEL. ARTICLE II. – EMPLOYEE BENEFITS. DIVISION 1. – GENERALLY. SECTION 16-28. – HOLIDAYS is deleted in its entirety and replaced with the following:

1.

Sec. 16-28. Holidays.

(1) All regular employees except policemen and firemen shall receive the following holidays: January 1; Martin Luther King, Jr., birthday, on the day designated by the state; Good Friday; Memorial Day, the last Monday in May; July 4; Labor Day;

Veterans Day, November 11; Thanksgiving Day and the Friday following Thanksgiving Day; and Christmas Eve and Christmas Day. If a holiday falls on Sunday, the employee shall receive as a holiday the Monday immediately following. If a holiday falls on Saturday, the employee shall receive as a holiday the Friday immediately preceding the holiday.

(2) Policeman and firemen who are working on the holidays approved in paragraph (1) above, shall be paid an additional hourly wage for each hour worked during the holiday.

2.

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

BE IT AND IT IS HEREBY ORDAINED

**FIRST READING: _____
SECOND READING: _____**

MATTHEW J. SANTINI, MAYOR

**ATTEST: _____
MEREDITH ULMER, CITY CLERK**

2. Sick-Personal Leave Bonus

Mr. Rhinehart stated the ordinance has been updated for FY20-21 to remove the sick/personal leave bonus normally received by eligible employees.

A motion to approve Sick-Personal Leave Bonus removal was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote: 6-0.

ORDINANCE NO. _____

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 16 – PERSONNEL. ARTICLE II. – EMPLOYEE BENEFITS. DIVISION 1. – GENERALLY. SECTION 16-30. – SICK/PERSONAL LEAVE is hereby amended by adding a new paragraph (i) as follows:

1.

Sec. 16-30. Sick/personal leave.

(i) Due to the COVID-19 pandemic, the reimbursement for unused sick/personal leave, as provided for in paragraph (g) of Sec. 16-30 of this Chapter, is cancelled for the calendar year 2020.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
MEREDITH ULMER, CITY CLERK

K. Monthly Financial Statement**1. April 2020 Financial Report**

Mr. Rhinehart came forward and gave a summary of the financial statements comparing April 2020 and April 2019.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 6-0.

Meeting Adjourned

/s/ _____
 Matthew J. Santini
 Mayor

ATTEST:

/s/ _____
 Meredith Ulmer
 City Clerk



City of Cartersville

City Council Meeting
7/16/2020 7:00:00 PM
July 2, 2020

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	The minutes have been attached for review.
City Manager's Remarks:	The minutes have been prepared by staff and are recommended for your approval with any modifications you may have.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 July 2, 2020
 6:00 P.M. – Work Session
 7:00 P.M. – Council Meeting held in Council Chambers and via Zoom
 Zoom Meeting ID: 853 3927 2783

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Fox.

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Jayce Stepp, Council Member Ward Two present via Zoom; Cary Roth, Council Member Ward Three; Calvin Cooley Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six present via Zoom; Tamara Brock, City Manager; Samantha Fincher, Deputy City Clerk and Keith Lovell, City Attorney.

Absent: Kari Hodge, Council Member Ward One

II. Regular Agenda

A. Public Hearing - 2nd Reading of Zoning/Annexation Requests

1. AZ20-01 De-Annexation at 5450 Hwy 20 (Clarence Brown Conference Center) 1.67 acres. Applicant- Bartow County

Randy Mannino, Planning and Development Department Head stated that Bartow County has requested the de-annexation of a 1.673 acre tract located at 5450 Hwy 20. This tract was part of the 20.2 acres that was originally annexed into the city in 2010 for the Clarence Brown Conference Center. In October 2019, a developer purchased the adjacent property to the west from the Board of Regents. The property was rezoned to County planned urban development. The requested de-annexation will aid the proposed development. This is a second reading to de-annex this parcel and Planning Commission recommended approval, 4-0.

Mayor Santini opened the floor for a public hearing. With no one coming forward the public hearing was closed.

Motion to approve the de-annexation at 5450 Hwy 20 was made by Council Member Cooley and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0.

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 16-20
Petition No. AZ20-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Bartow County. Property is located at 5450 Hwy 20. Said property contains 1.673 acres located in the 4th District, 3rd Section, Land Lot(s) 97,98 as shown on the attached plat Exhibit "A". De-annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading 18th day of June 2020
ADOPTED 2nd day of July 2020 Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Samantha Fincher
Deputy City Clerk

**2. AZ20-02 De-Annexation on Bates Rd. (Parcel # C120-0001-002). 55.2 acres.
Applicant: Albert E. Meek**

Mr. Mannino stated the applicant has requested to de-annex 55.23 acres of a 101-acre lot (Tax Parcel C120-0001-002) to provide additional buffer and privacy for his property at 412 Bates Rd. If de-annexed, a conservation easement may also be established for additional protection. The de-annexation and rezoning as County A-1 should remove the zoning conditions of the Carter Grove Planned Development. This is a second reading to de-annex this parcel and the Planning Commission recommended approval, 4-0.

Mayor Santini opened the floor for a public hearing. With no one coming forward the public hearing was closed.

Motion to approve the de-annexation on Bates Road was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

**Ordinance
of the
City of Cartersville, Georgia**

Ordinance No. 17-20

Petition No. AZ20-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Albert E Meeks. Property is located on Bates Road. Said property contains 55.23 acres located in the 4th District, 3rd Section, Land Lot(s) 1180,1181,1196 as shown on the attached plat Exhibit "A". De-annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

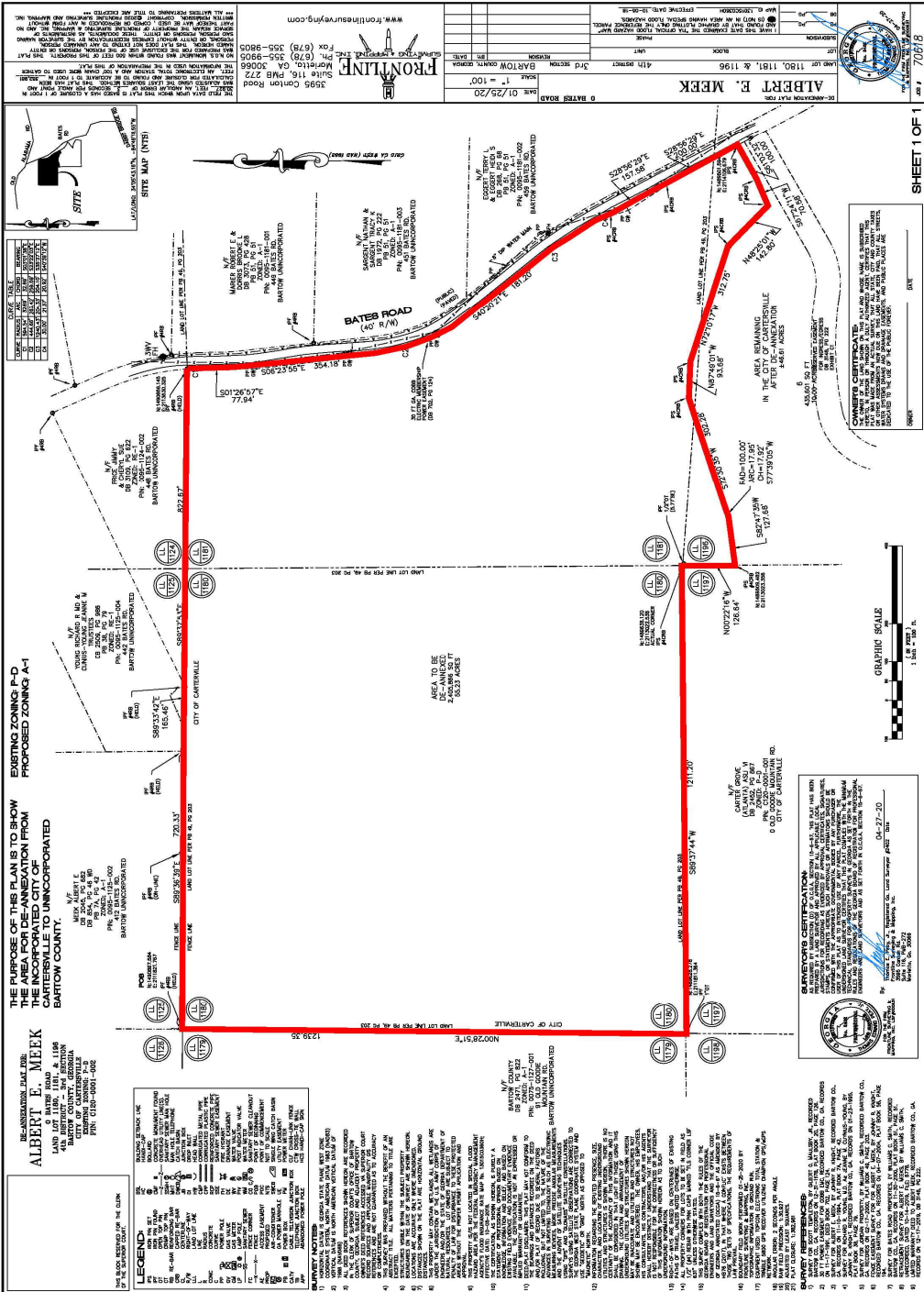
First Reading 18th day of June 2020
ADOPTED 2nd day of July 2020 Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Samantha Fincher
Deputy City Clerk

Exhibit A



**3. Z20-01 Rezoning at 26 Overlook Pkwy from R-20/G-C to MF-14. 27.7 acres.
Applicant: CF Real Estate Services, LLC**

Mr. Mannino stated that the applicant has requested to rezone 27.71 acres from General Commercial District (GC) and Single Family Dwelling District (R-20) to Multifamily Dwelling (MF-14) for the construction of 210 apartment units housed within seven buildings. An amenities area with a clubhouse is also planned. Overlook Pkwy would be extended in order to construct this project. All utilities are in place along Overlook Pkwy. The proposal includes only one and two bedroom units with approximately 107 1-bedroom units and 103 2-bedroom units, 51% and 49% respectively. The MF-14 district allows a density of 14 units per gross acre. At 210 units, the density for the site would be 7.6 units per gross acre. Planning Commission recommended approval with a condition to limit the development to one and two bedroom units only, 4-1 vote.

Mayor Santini opened the floor for a public hearing. With no one coming forward the public hearing was closed.

Motion to approve the rezoning of 26 Overlook Pkwy with the condition to limit the development to one and two bedroom units only was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

Ordinance

of the

City of Cartersville, Georgia

Ordinance No. 18-20

Petition No. Z 20-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Overlook Investment Group, LLC. Property is located 26 Overlook Parkway. Said property contains 27.71 acres located in the 4th District, 3rd Section, Land Lots 329 and 330 as shown on the attached plat Exhibit "A". Property is hereby rezoned from R-20/GC to MF-14 with the condition to limit the development to one and two bedroom units only. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 6th day of June 2019.

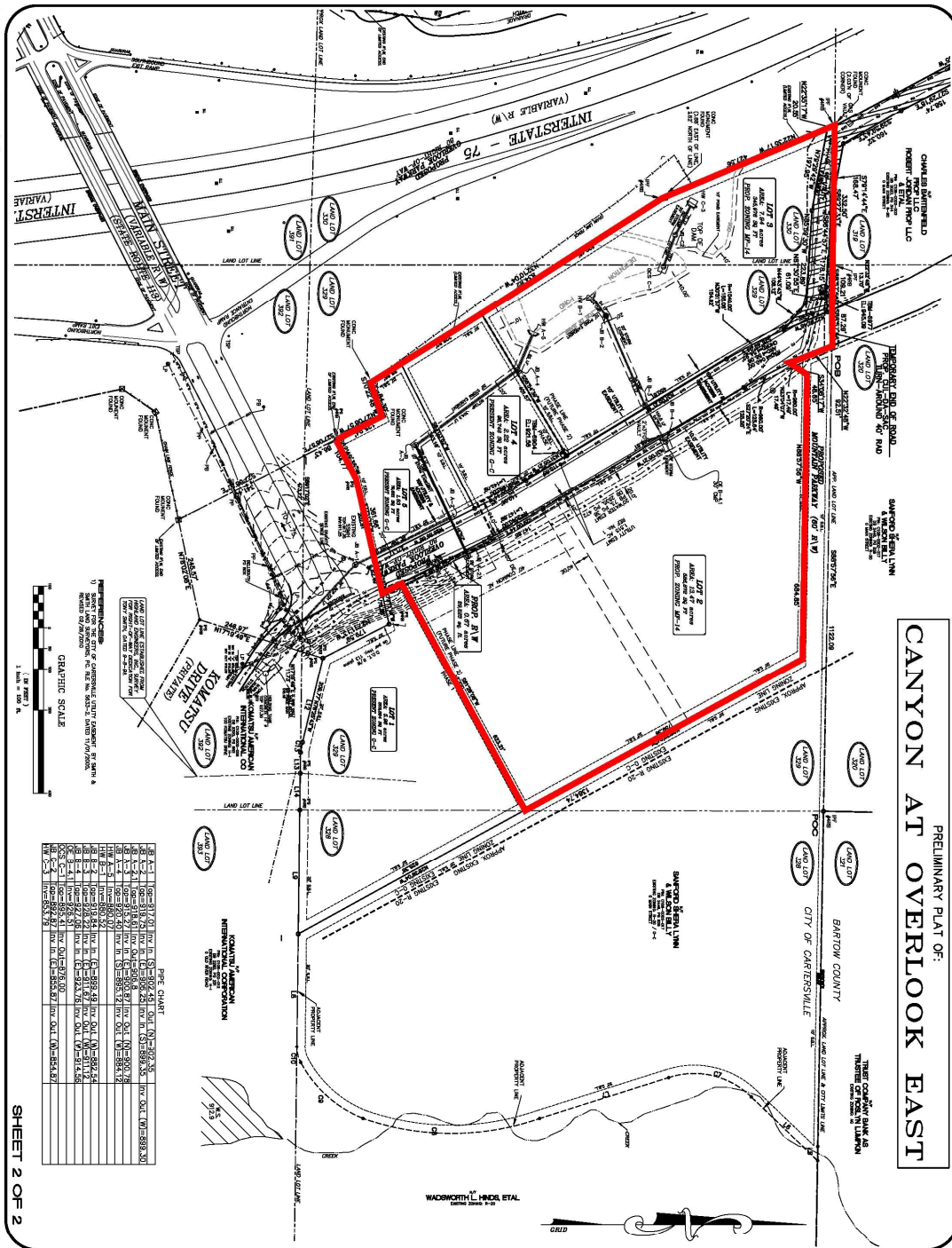
ADOPTED this the day of. Second Reading

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Samantha Fincher, Deputy City Clerk

Exhibit A



PRELIMINARY PLAT OF:
CANYON AT OVERLOOK EAST

PIECE	AREA	ACRES	FRONT	DEPTH	PERMITS	REMARKS
1	0.12	0.12	100	100	100	LOT 1
2	0.12	0.12	100	100	100	LOT 2
3	0.12	0.12	100	100	100	LOT 3
4	0.12	0.12	100	100	100	LOT 4
5	0.12	0.12	100	100	100	LOT 5
6	0.12	0.12	100	100	100	LOT 6
7	0.12	0.12	100	100	100	LOT 7
8	0.12	0.12	100	100	100	LOT 8
9	0.12	0.12	100	100	100	LOT 9
10	0.12	0.12	100	100	100	LOT 10
11	0.12	0.12	100	100	100	LOT 11
12	0.12	0.12	100	100	100	LOT 12
13	0.12	0.12	100	100	100	LOT 13
14	0.12	0.12	100	100	100	LOT 14
15	0.12	0.12	100	100	100	LOT 15
16	0.12	0.12	100	100	100	LOT 16
17	0.12	0.12	100	100	100	LOT 17
18	0.12	0.12	100	100	100	LOT 18
19	0.12	0.12	100	100	100	LOT 19
20	0.12	0.12	100	100	100	LOT 20

SHEET 2 OF 2

<p>ASBUILT/TOPOGRAPHICAL MAP</p> <p>PRELIMINARY PLAT FOR: OVERLOOK INVESTMENT GROUP, LLC Lots 328, 329, & 330 4TH STREET, 3RD BARTON COUNTY, MISSOURI</p>	<p>DATE: 07-20-22 CORRECTED DATE: 8-26-22 SCALE: 1" = 100' BY: FRONLINE SURVEYING & MAPPING, INC. CHECKED: [Signature] DATE: 8/27/22 DATE: 8/27/22 DATE: 8/27/22 DATE: 8/27/22</p>	<p>FRONTLINE SURVEYING & MAPPING, INC. 3595 Canton Road, SUITE 116, PMB 272, Marietta, GA 30066 (678) 355-9905 FAX (678) 355-9805 FRONTLINESURVEYING.COM</p>
---	--	---

B. Resolutions

1. Swimming Pool Requirements

Mr. Mannino stated this resolution authorizes staff to submit a proposed ordinance amendment to Department of Community Affairs (DCA) for review and comment. The amendment would require pool owners with a lockable cover to also install a fence around the pool area. In the 2018 Edition of the International Swimming Pool and Spa Code, the requirement for fencing is waived, if the pool owner has a lockable safety cover.

Motion to approve the submittal of the swimming pool requirement resolution was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

RESOLUTION NO: 11-20

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING THE SENDING OF THE ATTACHED ORDINANCE TO THE DEPARTMENT OF COMMUNITY AFFAIRS FOR REVIEW AND COMMENTS

WHEREAS, the City of Cartersville, through the Planning and Development Director and Building Official, are requesting changes to the requirements of the 2018 Edition of the International Swimming Pool and Spa Code, through the adoption of an Ordinance, a copy of which is attached hereto as Exhibit A;” and

WHEREAS, the Ordinance attached hereto as Exhibit “A” is required to be sent to the Department of Community Affairs for review and comment, before the Mayor and Council can consider said Ordinance making changes to the requirements of the 2018 Edition of the International Swimming Pool and Spa Code.

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

that the Ordinance attached hereto as Exhibit “A” be forwarded to the Department of Community Affairs as required for their review and comment.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this day of __, 2020.

ATTEST:

**/s/ _____
Meredith Ulmer, City Clerk
City of Cartersville, Georgia**

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

2. FEMA & GEMA Grant Applications

Tamara Brock, City Manager stated this resolution authorizes the filing of an application by the City of Cartersville with the Federal Emergency Management Agency (FEMA) requesting funding for costs related to activities conducted to address immediate threats to life, public health, and safety as a result of the COVID-19 pandemic. Approval of the resolution will authorize the Mayor to execute and file an application on behalf of the City of Cartersville with FEMA and the Georgia Emergency Management Agency (GEMA).

Motion to approve the execution of the FEMA and GEMA Grant Application was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

Resolution No. 12-20

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REQUESTING FUNDING FOR COSTS RELATED TO ACTIVITIES CONDUCTED TO ADDRESS IMMEDIATE THREATS TO LIFE, PUBLIC HEALTH, AND SAFETY AS A RESULT OF THE COVID-19 PANDEMIC

WHEREAS, the Federal Emergency Management Agency (FEMA) is authorized to make grants to states, tribes, or territories that receive and administer Public Assistance awards related to emergency protective measures conducted as a result of the COVID-19 pandemic, an ongoing disaster with an incident start date of January 20, 2020; and

WHEREAS, the Georgia Emergency Management Agency (GEMA) is authorized to receive and administer such Public Assistance awards to sub-recipient state, local, tribal, and territorial governments, or eligible private nonprofits; and

WHEREAS, the City of Cartersville has declared a local state of emergency and is eligible to receive Public Assistance awards to help mitigate, prevent, and minimize injury to life, public health, and safety as a result of the COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA (REFERENCED BELOW “APPLICANT”), AS FOLLOWS:

1. That Matthew J. Santini, in his official capacity as Mayor, is authorized to execute and file an application on behalf of the Applicant, a city government, with the Federal Emergency Management Agency/Georgia Emergency Management Agency (FEMA/GEMA),

2. That the Mayor is authorized to execute and file such applications and assurances or any other documents required by the FEMA/GEMA,

3. That the Mayor is authorized to execute a grant contract agreement on behalf of the Applicant with the FEMA/GEMA,

4. That the City of Cartersville, while making application to or receiving grants from the FEMA/GEMA, will comply with state and federal statutes, regulations, executive orders, and administrative requirements as required by said agencies.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this day of , 2020.

ATTEST:

/s/ _____
/s/ Meredith Ulmer, City Clerk
City of Cartersville, Georgia

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

C. Contracts/Agreements

1. Intergovernmental Agreement with DDA

Keith Lovell, Assistant City Attorney stated for the past 8 to 10 years, the DDA has been operating under the City as a department within the general fund. The City's auditor has discussed this with staff and recommended that the DDA be structured as a separate entity, which is how the City Charter reads. Per these discussions, an Intergovernmental Agreement has been created. Mr. Lovell recommended approval.

Motion to approve the Intergovernmental Agreement with DDA was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

2. Annual Fees for Target Solutions Training Software

Chief Scott Carter, Fire Department requested approval of a budgeted item for training. This is the annual fees for Target Solutions which is a software and records management system that maintains all of the training records for Cartersville Fire Department, reports for ISO and Georgia Firefighters Standards and Training Council. In addition to record retention, it provides digital training opportunities as part of a blended classroom and virtual training program for Fire, Haz Mat, Drivers Training and EMT. The cost of this program is \$7,178.58 and is a budgeted item.

Motion to approve the annual fees for Target Solutions Training Software was made by Council Member Roth and seconded by Council Member Fox. Motion carried unanimously. Vote:5-0.

D. Engineering Services

1. AC Mitigation for Williams Transco Dalton Expansion

Michael Hill, Gas Department Head stated the Williams/Transco Dalton Expansion is adjacent to existing Georgia Power high-voltage transmission lines. It is good engineering practice to study the interference and effects that may be caused by locating piping and appurtenances near high-voltage transmission lines. Ark Engineering has provided services and worked with the city satisfactorily in the past and they are familiar with the project. Mr. Hill recommended awarding the proposal totaling \$11,710.00 which includes installation of the electrical grounding and gradient mat system.

Motion to approve the AC Mitigation for Williams/Transco Dalton Expansion was made by Council Member Cooley and seconded by Council Member Roth. Motion carried unanimously. Vote: 5-0.

E. Bid Award/Purchases

1. Property, Casualty & Workers Compensation Insurance Renewals

Tamara Brock, City Manager stated the city has received the annual renewal from our insurance agents, Apex and Watkins Insurance Agency, through our current carriers, Travelers Insurance and Liberty Mutual Insurance. The premium has increased from \$668,030 for FY19-20 to \$733,242 for FY20-21. The increase of \$65,212 and is mostly due to a \$47,496 increase in the automobile liability and physical damage coverage. Other line items within the overall coverages also had some increases. Apex and Terry Watkins sent out proposals to other carriers for competitive bids, but the other carriers declined to bid due to loss history. For FY20-21 Mrs. Brock recommended approval of the renewal premium from Travelers and Liberty Mutual in the amount of \$733,242.

Since July 20, 2007, the city has been self-insured with a high deductible for worker's compensation coverage. This means that the city pays the first dollar of every worker's compensation claim up to \$500,000. Through the promotion of a safe work environment and city departments conducting safety training meetings, the city has had low insurance claims. Midwest Casualty Company provides insurance coverage for any claims that may exceed the \$500,000 deductible. There is a proposed increase in premium of \$3,542 and is due to higher payroll costs and an increase from the insurance company. The renewal premium for Midwest Casualty Company is \$67,989. Mrs. Brock recommended approval.

Motion to approve the Property, Casualty & Workers Compensation Insurance Renewals was made by Council Member Fox and seconded by Council Member Roth. Motion carried unanimously. Vote:5-0.

2. Engine for 2014 Dodge Charger Patrol Vehicle

Chief McCann requested approval to purchase an engine for a 2014 Dodge Charger patrol vehicle with 53,000 miles. It has exceeded the warranty. This vehicle is in good shape excluding the engine and needed for their fleet. The cost of the engine and installation is \$8,511.50 and will be purchased from Robert Loehr Dodge. Mr. McCann requested approval for this purchase.

Motion to approve the engine purchase for the patrol vehicle was made by Council Member Roth and seconded by Council Member Stepp. Motion carried unanimously. Vote:5-0.

Mayor Santini wished everyone a Happy Fourth of July and announced that the annual parade and fireworks show was cancelled by the Rotary Club due to the pandemic.

3. Rogers Station Water Main- Jim Allen Easement

This item was removed the Agenda.

Meeting Adjourned at 7:30

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Samantha Fincher
Deputy City Clerk



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM**

Z20-02 Rezoning 0.91 +/- Acres, 1220 Hwy 113, from O-C to G-C

SubCategory:	Public Hearing - 1st Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The applicant requests the rezoning of 0.91 +/- acres from O-C (Office Commercial) to G-C (General Commercial) at 1220 Hwy 113, for the location of a new veterinary clinic. Veterinary clinics are not allowed in the O-C zoning district. The site is the former location of the City's Fire Station #3 and is surrounded by commercial land uses including auto repair, storage rental, restaurant, and commercial services. Planning Commission recommends approval 6-0.
City Manager's Remarks:	Planning Commission recommended your approval. This is the first reading and public hearing.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING SYNOPSIS

Petition Number(s): **Z20-02**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Lisa C. Walker**

Representative: **F. Lee Perkins, Esq.**

Property Owner: **Lisa C. Walker**

Property Location: **1220 Hwy 113 (C036-0002-003)**

Access to the Property: **Old Mill Rd and Hwy 113**

Site Characteristics:

Tract Size: Acres: **0.91** District: **4th** Section: **3rd** LL(S): **633**

Ward: **2** Council Member: **Cary Roth**

LAND USE INFORMATION

Current Zoning: **O-C (Office Commercial)**

Proposed Zoning: **G-C (General Commercial)**

Proposed Use: **Veterinary Clinic**

Current Zoning of Adjacent Property:

North: **G-C (General Commercial) and C-1 (County General Commercial)**

South: **H-I (Heavy Industrial)**

East: **O-C**

West: **O-C**

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

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

ZONING ANALYSIS

Site History:

Location of City Fire station #3 since 1995. Sold to applicant in October 2019.

No previous zoning cases on file.

Project Summary:

The applicant requests the rezoning of 0.91 +/- acres from O-C (Office Commercial) to G-C (General Commercial) for the location of a new veterinary clinic. Veterinary clinics are not allowed in the O-C zoning district.

The site is the former location of the City's Fire Station #3. Access is from both Old Mill Rd. and from Hwy 113. Access from Hwy 113 is right-in/ right-out. The site is surrounded by other commercial land uses including auto repair, storage rental, restaurant, and commercial services.

The structure will require renovation for use as veterinary clinic. The "rear yard" area to the east is fenced. A parking lot exists but will require partial re-striping for the proposed use.

City Department Comments

Electric: No comments received.

Fibercom: Takes No Exception

Fire: Takes No Exception

Gas: Takes No Exception

Public Works: Takes No Exception

Water and Sewer: No comments received.

Cartersville School District: N/A

Public Comments:

None received as of 6-29-2020

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
Property to the north is located in the City and County. The city property is undeveloped. The County property is the site of Styles Auto Care. All other properties surrounding the site are incorporated and developed with commercial uses.
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the zoned purposes.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The proposed development would introduce a new veterinary clinic option on the west side of the city.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned; however, after serving as Fire Station #3 since 1995, the structure and, potentially the site, would likely require renovations for any new use.
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 would permit a use that is suitable in view of the use of the adjacent residentially zoned and commercial use properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on property use or usability.
7. *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 will conform to the Future Land Use Map. The map identifies the area as Commercial even though the specific site is identified as Public-Institutional due to its' former use as Fire Station #3. The proposed zoning and use does conform to the Future Development Map category of Highway Commercial.

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 impact is expected. Site and building renovation 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 proposed use should not burden existing streets, transportation 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 known conditions.

STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING COMMISSION RECOMMENDATION:







Recommends Approval, 6-0.



Overview



Legend

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

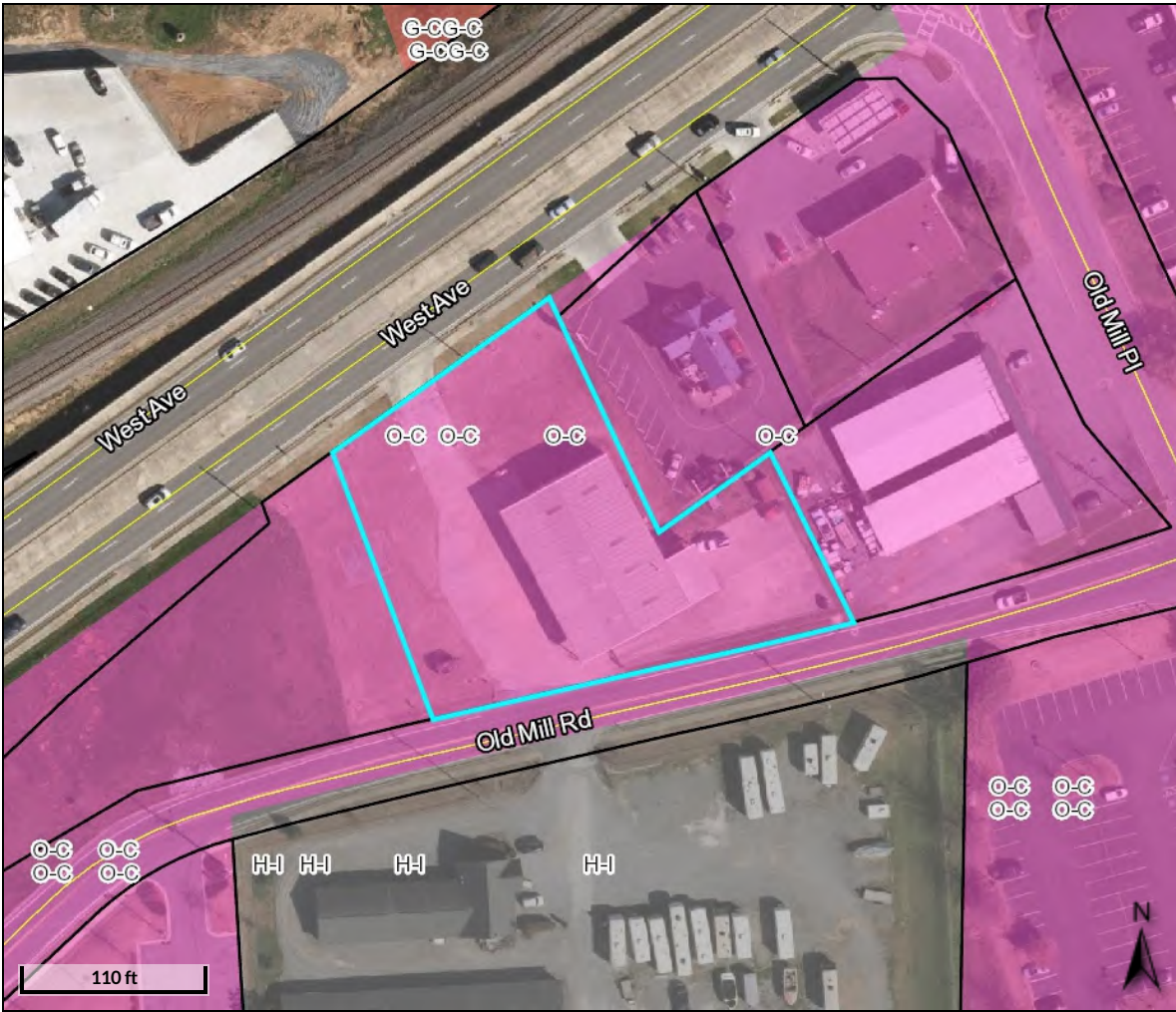
Parcel ID	C036-0002-003	Alternate ID	36062	Owner Address	WALKER LISAC
Sec/Twp/Rng	n/a	Class	Commercial		365 TERHUNE ROAD SE
Property Address	1220 HWY 113	Acreage	0.91		ROME GA 30161
	Cartersville				

District Cartersville
Brief Tax Description LL 633 LD 4

(Note: Not to be used on legal documents)

Date created: 6/1/2020
 Last Data Uploaded: 5/29/2020 11:38:44 PM


































Developed by 



Overview



Legend

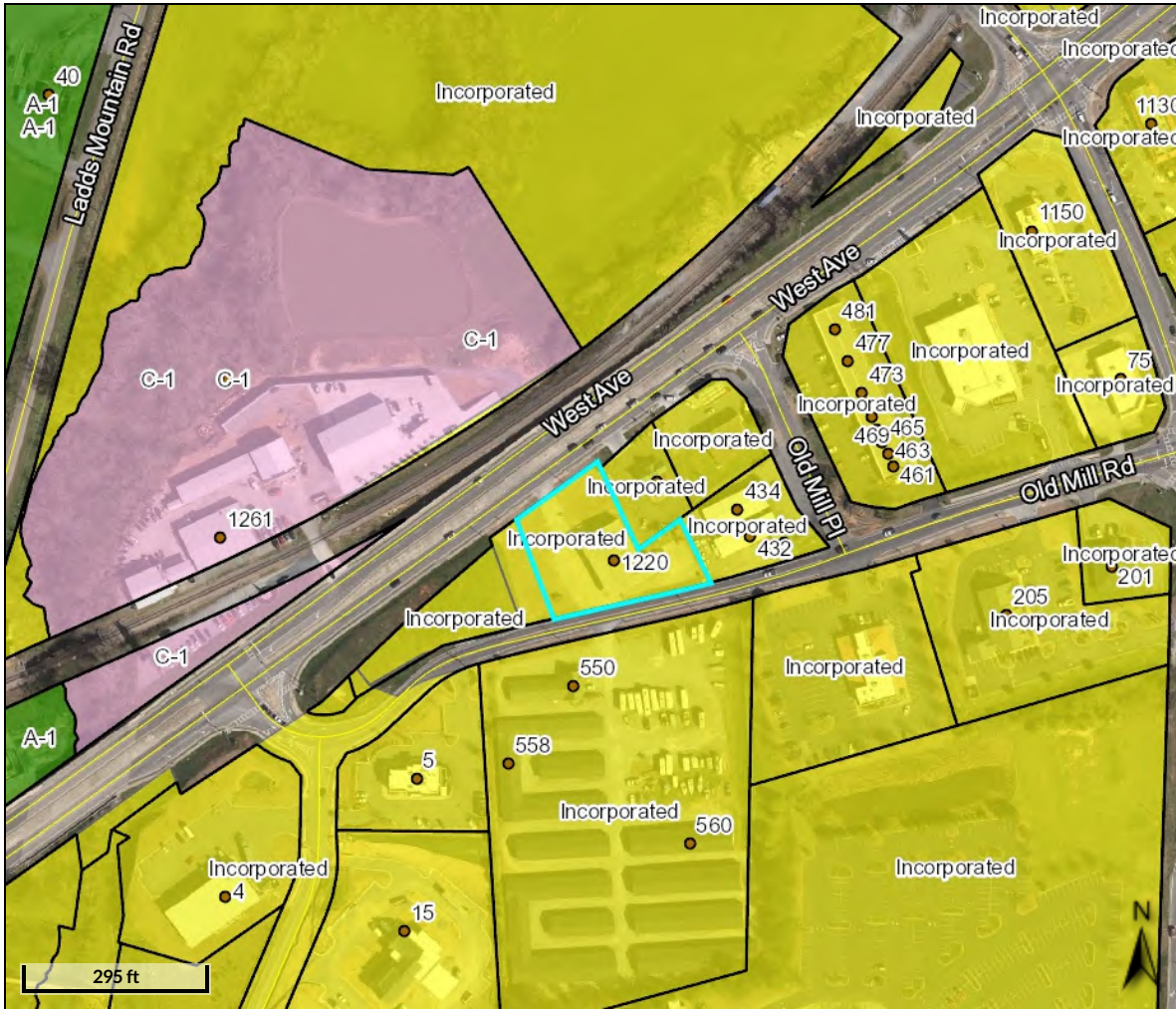
-  Parcels
-  Roads
- Cartersville Zoning**
-  AG
-  DBD
-  G-C
-  G-C*
-  H-I
-  H-I*
-  L-I
-  L-I*
-  M-U
-  M-U*
-  MF-14
-  MF-14*
-  MN
-  O-C
-  O-C*
-  P-D
-  P-D*
-  P-I
-  P-S
-  P-S*
-  R-10
-  R-10*
-  R-15
-  R-15*
-  R-20
-  R-20*
-  R-7
-  R-7*
-  R-D
-  RA-12
-  RA-12*

Parcel ID C036-0002-003
 Sec/Twp/Rng n/a
 Property Address 1220 HWY 113
 Cartersville

Alternate ID 36062
 Class Commercial
 Acreage 0.91

Owner Address WALKER LISA C
 365 TERHUNE ROAD SE
 ROME GA 30161

Item # 3



Overview



Legend

- Parcels
- Structural Numbers**
 - <all other values>
 - Abandoned or Inactive
 - Active
 - Proposed
- Roads
- Bartow County Zoning**
 - <all other values>
 - BPD (wC)
 - Unknown
 - R7 (wC)
 - R-7
 - A-1
 - A1CU
 - A1 (wC)
 - BPD
 - C-1
 - C1CU
 - C1 (wC)
 - CN
 - CNCU
 - CN (wC)
 - Conditional Use
 - I-1
 - I-2
 - I1CU
 - I1 (wC)
 - I2CU
 - I2 (wC)
 - Incorporated
 - M-1
 - M1CU
 - M1 (wC)
 - O/I
 - **Item # 3**
 - OI (wC)

Application for Rezoning

City of Cartersville

Case Number: Z 20-02

Date Received: 5-22-2020

Public Hearing Dates:

Planning Commission July 7th 5:30pm 1st City Council July 16th 7:00pm 2nd City Council Aug 6th 7:00pm

Applicant Lisa C. Walker Office Phone 770-607-3055
 (printed name)

Address 365 Terhune Rd. SE Mobile/ Other Phone 706-766-4470

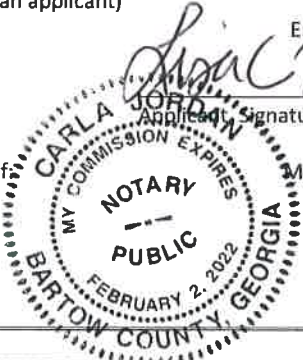
City Rome State GA Zip 30161 Email wahvet@outlook.com

F. Lee Perkins Phone (Rep) 770-386-1980
 Representative's printed name (if other than applicant) Email (Rep) lee@leeperkinslaw.com

[Signature] Applicant Signature
 Representative Signature

Signed, sealed and delivered in presence of [Signature] My commission expires:

Carla Jordan
 Notary Public



Item # 3

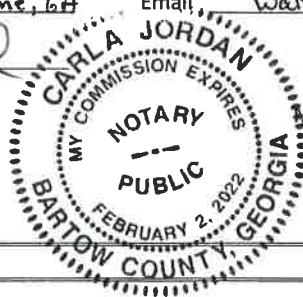
* Titleholder Lisa C. Walker Phone 770-607-3055
 (titleholder's printed name)

Address 365 Terhune Rd. SE Rome, GA Email wahvet@outlook.com

Signature [Signature]

Signed, sealed, delivered in presence of:

Carla Jordan
 Notary Public



Present Zoning District OC Requested Zoning GC

Acreage 0.908 Land Lot(s) 633 District(s) 04 Section(s) 3

Location of Property: 1220 West Ave. Cartersville GA 30120 1820 Hwy 113
 (street address, nearest intersections, etc.) C 036-0002-003

Reason for Rezoning Request: Veterinary Hospital

(attach additional statement as necessary)

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

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

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

Date of Application: 5-26-2020

Date Two Years Prior to Application: 5-26-2018

Date Five Years Prior to Application: 5-26-2015

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

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

Item # 3

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



 Signature

5/26/2020

 Date

F Lee Perkins

 Print Name

**BK:3136 PG:783-784
D2019014508**

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

PT-61 008-2019-004755

File Number: 19-598
Parcel ID: C036 0002 003

REAL ESTATE
TRANSFER TAX
PAID: \$0.00

FILED IN OFFICE
CLERK OF COURT
11/08/2019 01:08 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA



4779563602
PARTICIPANT ID

Warranty Deed

This indenture made this 29th day of October, 2019 between, **The City of Cartersville, Georgia A Municipal Corporation of the State of Georgia**, as party or parties of the first part, (henceforth referred to as "Grantor"), and **Lisa C. Walker**, as part or parties of the second part, (henceforth referred to as "Grantee").

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

All that tract or parcel of land lying and being in the City of Cartersville in Land Lots 633 and 634 of the 4th District, 3rd Section of Bartow County, Georgia; and being that certain 0.908 acres designated as Tract 3, as shown on that plat recorded in Plat Book 2019, Page 268, of the Bartow County, Georgia records. Said plat is incorporated herein for a more full and accurate description of the property.

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

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

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

SPACE FOR CLERK OF SUPERIOR COURT

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which create the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



William C. Smith
WILLIAM C. SMITH: GEORGIA REGISTERED LAND SURVEYOR, No. 1803
DATE: 08-16-2019
Attachment number 1 in Plat No. 12 of 18

DATE OF LAST FIELD SURVEY WORK: 08-14-2018

L. L. 634

L. L. 633

(S) (SPIRIT MASTER FUNDING III LLC)
D.B. 2037-195

(R) (RHONDA T. RHODES)
D.B. 2478-537

(S) (S) (S)
Cell B Morris

RETRACEMENT SURVEY FOR
TRACT 1
D KING LLC
TRACT 2
WOLF LLC
TRACT 3

THE CITY OF CARTERSVILLE
LOT 1, WALNUT GROVE SUBDIVISION,
COMMERCIAL DEVELOPMENT
AND OTHER PROPERTY IN LAND LOTS 633 & 634
IN THE CITY OF CARTERSVILLE
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA

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

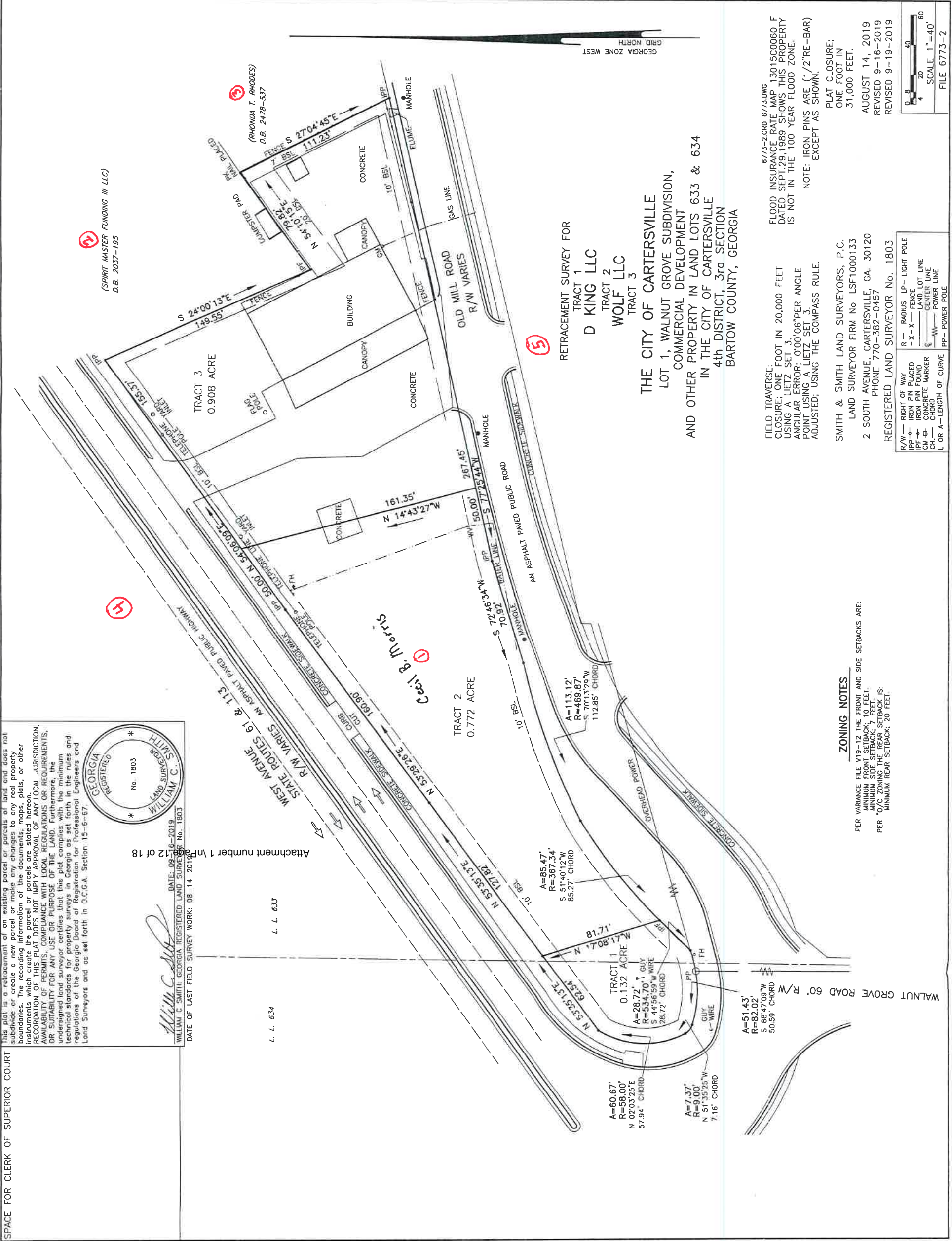
SMITH & SMITH LAND SURVEYORS, P.C.
LAND SURVEYOR FIRM No. LSF1000133
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457
REGISTERED LAND SURVEYOR No. 1803

ZONING NOTES

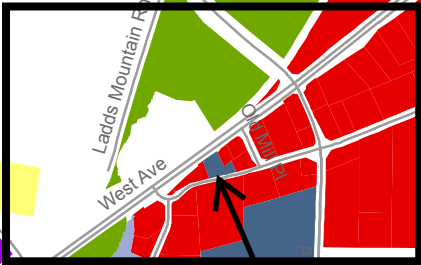
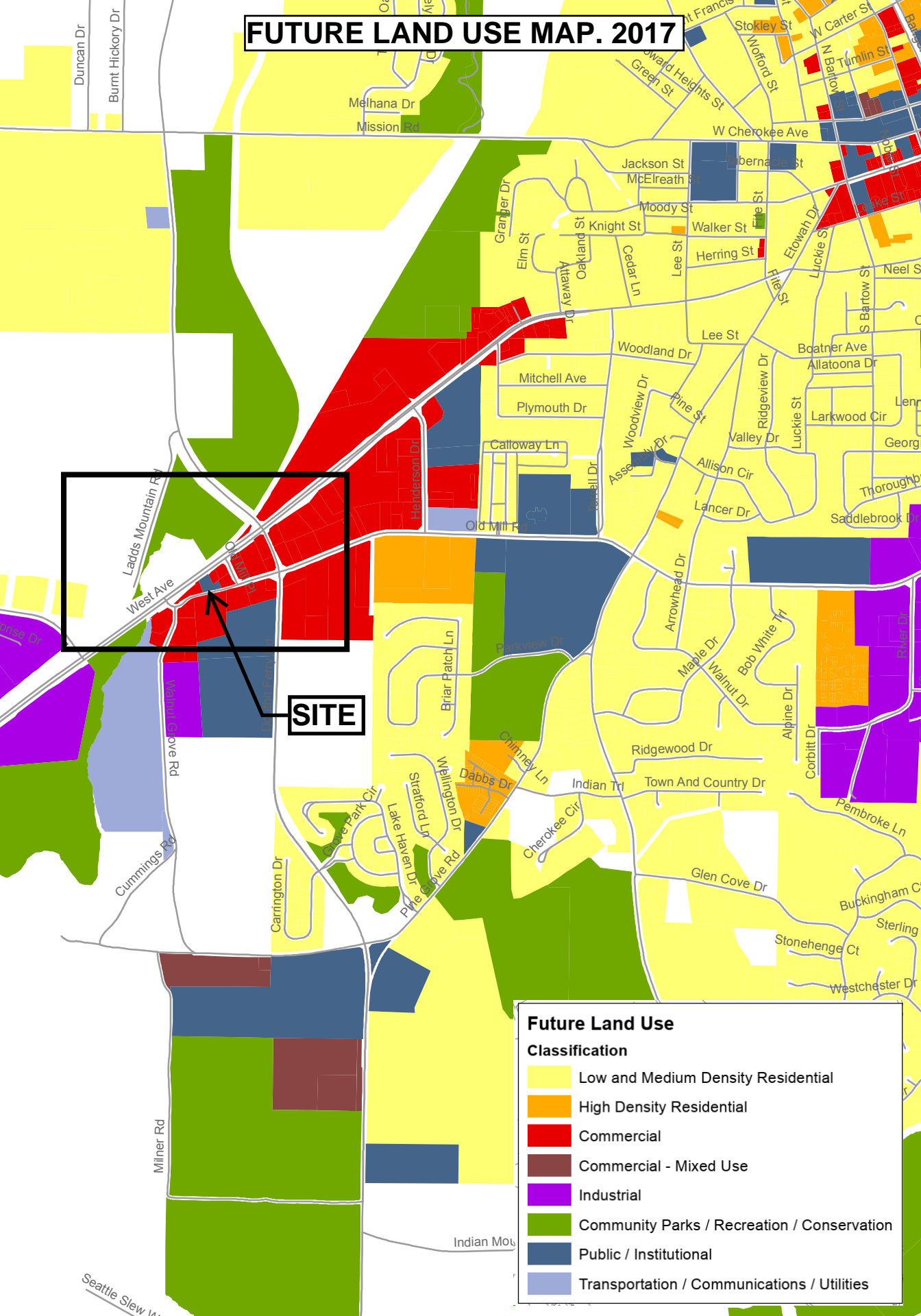
PER VARIANCE FILE V19-12 THE FRONT AND SIDE SETBACKS ARE:
MINIMUM FRONT SETBACK; 10 FEET.
MINIMUM SIDE SETBACK; 7 FEET.
PER O/C ZONING THE REAR SETBACK IS:
MINIMUM REAR SETBACK; 20 FEET.

PLAT CLOSURE;
ONE FOOT IN
31,000 FEET.

AUGUST 14, 2019
REVISED 9-16-2019
REVISED 9-19-2019



FUTURE LAND USE MAP. 2017



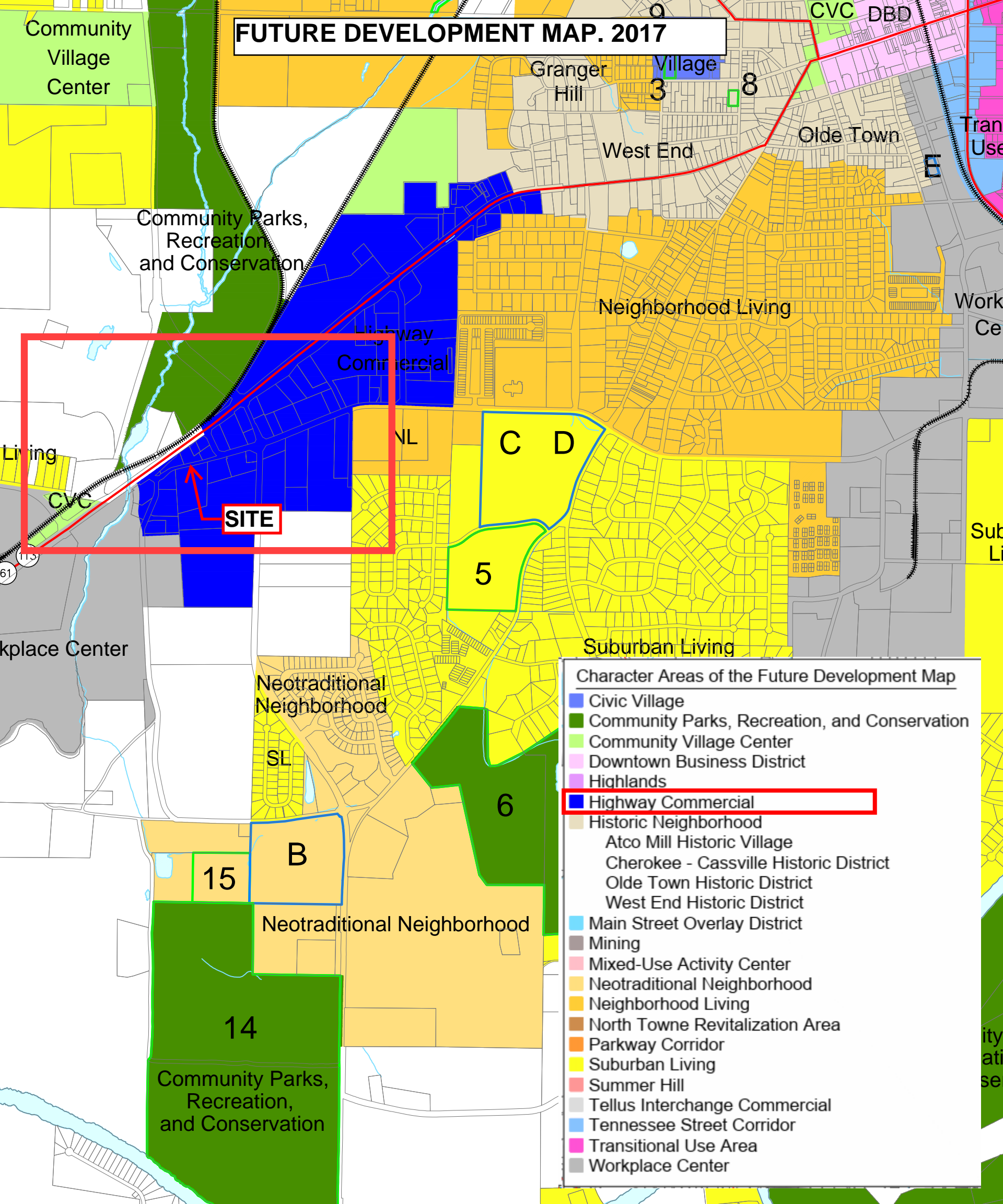
SITE

Future Land Use

Classification

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

FUTURE DEVELOPMENT MAP. 2017



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











City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
CityView Annual Software Maintenance Agreement**

SubCategory:	Bid Award/Purchases
Department Name:	Planning and Development
Department Summary Recommendation:	The annual maintenance agreement for our CityView software is due in the amount of \$18,732.73. This is a budgeted item.
City Manager's Remarks:	Your approval of the CityView Annual Software maintenance agreement is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



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

Invoice

MN00129244

Date

4/23/2020

Page

1 of 1

Bill to

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

Ship To

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

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

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	MUNICIPAL MAINT	Annual Software Maintenance term for CityView software : 8/1/2020 to 7/31/2021 Please note: This year's Maintenance fees have been subjected to a 7% increase. Maintenance includes registration fees for 0 participants in the 2020 Harris Customer Training Conference	US\$ 18,732.73	US\$ 18,732.73
Invoice Questions? Please call Cyrene Kwok at 1-888-847-7747 ext 2699 OR e-mail CKwok@harriscomputer.com			Subtotal	US\$ 18,732.73
			Misc	US\$ 0.00
			Tax	US\$ 0.00
			Freight	US\$ 0.00
			Trade Discount	US\$ 0.00
			Total	US\$ 18,732.73
				Item # 4



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
Final Plat for Village Hill and Utility Easements**

SubCategory:	Easements
Department Name:	Administration
Department Summary Recommendation:	The Final Plat for Village Hill and the Final Plat for Utility Easements for Village Hill have been prepared necessitating amendments to the Development Agreement, Deed of Dedication, and Easements for the Village Hill Project. The Development Agreement and Deed of Dedication are amended to reflect the Final Plat, and the Easement is amended to accommodate for Final Plat for Utility Easements containing a 48' unobstructed access and utility easement (A2), across the lots identified as Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6. The Planning and Development Department, Gas Department, and City Attorney's Office, all approve of these documents, and request that Council approve and authorize the Mayor and City Clerk to sign said documents.
City Manager's Remarks:	Your approval of the final plat for Village Hill and the utility easement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION OF THE MANAGERS OF
VILLAGE HILL ECKSTEIN, LLC, A GEORGIA LIMITED LIABILITY COMPANY

The undersigned, being the Managers of VILLAGE HILL ECKSTEIN, LLC, A GEORGIA LIMITED LIABILITY COMPANY, (the "Company"), hereby certify that the following is a true and correct copy of the resolution adopted, by the written consent of the Managers in accordance with section 5.8 of the Operating Agreement of the Company, and which resolution is at present in force:

WHEREAS, this Company is developing property in Cartersville, Georgia, (the "Property"), and

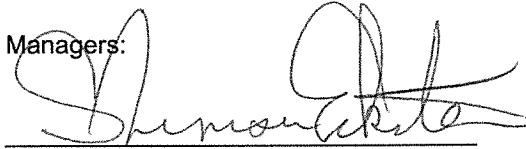
WHEREAS, this Company is required to execute certain documents to complete the filing of a plat of the Property with City of Cartersville.

NOW THEREFORE, IT IS RESOLVED THAT, this Company execute any and all documents in connection with the filing of said plat for the Property; and

FURTHER RESOLVED, that Marc Eckstein, as a Manager of the Company, is authorized to execute all instruments on behalf of the Company which may be requisite in order to effectuate the foregoing.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of 8th day of June, 2020.

Managers:



Shimon Eckstein

Marc Eckstein

Item # 5

RETURN TO: Archer & Lovell
PO Box 1024
Cartersville, GA 30120

Cross References:
Deed Book 2876, Pages 804-871
Deed Book 2990, Pages 4-26

Item # 5

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "*Second Amendment*") is made as of the ____ day of _____, 2020, by and between the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation of the State of Georgia ("*City*") and, **VILLAGE HILL ECKSTEIN, LLC**, a Georgia limited liability company ("*Developer*"). This Second Amendment amends the Development Agreement entered into between the City of Cartersville and Village Hill Eckstein, LLC dated November 3, 2016, recorded in Deed Book 2876, Pages 804-871 ("*Agreement*") and the First Amendment to Development Agreement entered into between the City of Cartersville, Village Hill Eckstein, LLC and RPA4, LLC, dated March 14, 2018, recorded in Deed Book 2990, Pages 4-26 (the "*Amendment*"). The City and Developer are sometimes referred to collectively as the "*Parties*" or individually as a "*Party*".

WITNESSETH:

WHEREAS, a Final Plat for Village Hill and Final Plat for Utility Easements for Village Hill have been prepared, having a revision dates of April 24, 2020, copies of which are attached hereto; and

WHEREAS, the Parties wish for this revised Final Plat for Village Hill and Final Plat for Utility Easements for Village Hill be made a part of and be incorporated into the Agreement and Amendment; and

WHEREAS, the City is requesting an easement from Developer as identified on the Final Plat for Utility Easements and containing a 48' unobstructed access and utility easement (A2),

Second Amendment to Agreement
Village Hill

190473.B.03 20.06.22 Second Amendment to Development Agreement - final

across the lots identified as Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6, which Developer is willing to grant to City, a copy of which is attached hereto;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, intending to be legally bound by the terms hereby, hereby agree to the following:

The Agreement and Amendment are hereby amended by replacing the documents to be executed with their final version as indicated on the following Exhibits. These exhibits shall replace and supersede the exhibits attached to the Agreement in Article II as modified by the Amendment.

1. By substituting the attached revised Final Plat for Village Hill and Final Plat for Easements dated April 24, 2020 as Exhibits "A" and "B" respectively to the Agreement.

2. By substituting the attached revised Final Plat for Easements dated April 24, 2020 as Exhibit "D" to the Agreement.

3. By substituting the attached Amended and Restated Easement as Exhibit "E" to the Agreement.

4. By substituting the attached Amended and Restated Deed of Dedication as Exhibit "G" to the Agreement.

5. All other provisions of the Agreement and Amendment shall remain in effect as stated therein, except as specifically changed herein.

IN WITNESS WHEREOF, the parties have signed and sealed this Second Amendment the day and year first above written.

-THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK-
-SIGNATURES ON NEXT PAGE-

Item # 5

Second Amendment to Agreement
Village Hill

190473.B.03 20.06.22 Second Amendment to Development Agreement - final

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My commission expires:

[NOTARIAL SEAL]

Signed, sealed and delivered
in the presence of:

Rebecca Krantz
Witness

Leah Deutsch
Notary Public

My commission expires:
JULY 20, 2023

[NOTARIAL SEAL]

LEAH DEUTSCH
NOTARY PUBLIC, State of New York
No. 01DE6328042
Qualified in Kings County
Commission Expires July 20, 20~~18~~23

CITY OF CARTERSVILLE, GEORGIA

By: _____ (SEAL)
Matthew Santini, Mayor

Attest: _____ (SEAL)
Meredith Ulmer, City Clerk

VILLAGE HILL ECKSTEIN, LLC,
a Georgia limited liability company
By: [Signature] (SEAL)

Is: managing member

Item # 5

ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
Title Examination Not Performed
CROSS REFERENCE:
DEED BOOK 2990, PAGES 30-32

Item # 5

**AMENDED and RESTATED
EASEMENT**

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned **VILLAGE HILL ECKSTEIN, LLC**, a Georgia limited liability company, as Grantor does hereby grant and convey unto the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia, as Grantee, (hereinafter referred to as "City"), its successors and assigns, a permanent utility easement for the construction, and operation, maintenance and use of utilities on the following described property for use for utility infrastructure, related appurtenances and as a permanent utility easement to be constructed for, and installed over, above, across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being Land Lots 593, 594, and 632 of the 4th District, 3rd Section, City of Cartersville, Bartow County, Georgia, containing a 48' unobstructed access and utility easement (A2), across the lots identified as Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6, on a survey entitled Final Plat for Village Hill Eckstein, LLC, by Kevin B. Cooney, G.R.L.S. No. 2980, originally dated January 25, 2018, and revised April 24, 2020, and recorded in Plat Book 2020, Pages ____ and _____ in the office of the Clerk of Superior Court, Bartow County, Georgia.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said easements and infrastructure therefore, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with Grantee’s full enjoyment of the rights granted by this instrument. Grantor, however, must not erect or construct any building or other structure, or drill or operate any well, located any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement.

Grantor shall not construct a drive or road over the easement area except crossings approved by Grantee. It is expressly understood by Grantor that such crossings approved by Grantee will not be replaced, repaved or restored in any manner by Grantee in the event such crossings are to be removed by Grantee to exercise the rights of this easement.

The City shall pay all damages to fences, and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in grantor(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

This deed is given to restate in its entirety the previous Easement filed in Deed Book 2990, Pages 30-32 and indicated on Plat Book 2018, Page 80, the described utility easements and related infrastructure to the City of Cartersville, as indicated on said revised plat referenced above.

SPECIAL STIPULATIONS: None.

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the City, its successors and assigns.

The said City shall not be liable for any statements, agreement, or understanding not herein expressed.

All signatures appear on following page(s).

8th IN WITNESS WHEREOF, the said undersigned has hereunto set its hand and seal this day of JULY, 2020.

Signed, sealed and delivered
in the presence of:

Rebecca Kravitz

Witness

Leah Deutsch

Notary Public

My commission expires:
JULY 20, 2023

[NOTARIAL SEAL]

LEAH DEUTSCH
NOTARY PUBLIC, State of New York
No. 01DE6328042
Qualified in Kings County
Commission Expires July 20, 2023

VILLAGE HILL ECKSTEIN, LLC,
a Georgia Limited Liability Company

By:

[Signature]

Print Name:

Shimon Eckstein

Its:

managing member

Item # 5

RETURN TO:
ARCHER & LOVELL, PC
PO BOX 1024
CARTERSVILLE, GA 30120

CROSS REFERENCE:
DEED BOOK 2990, PAGES 33-34

Item # 5

STATE OF GEORGIA
COUNTY OF BARTOW

**AMENDED and RESTATED
DEED OF DEDICATION**

THIS INDENTURE, made this ____ day of _____, 2020, between,

VILLAGE HILL ECKSTEIN, LLC, a Georgia limited liability company
as party or parties of the first part, hereinafter called Grantor, and

CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits). The words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

W I T N E S S E T H

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

All that tract or parcel of land lying and being in Land Lot 593, 594 and 632 of the 4th District and 3rd Section, City of Cartersville, Bartow County Georgia, being the roads, utility easements, water easements, sewer easements, gas easements, storm water easements and related infrastructure the roads, on a survey entitled

Final Plat for Village Hill Eckstein, LLC, by Kevin B. Cooney, G.R.L.S. No. 2980, originally dated January 25, 2018, and revised April 24, 2020, and recorded in Plat Book 2020, Pages _____ and _____ in the office of the Clerk of Superior Court, Bartow County, Georgia.

This deed is given to restate in its entirety the previous Deed of Dedication filed in Deed Book 2990, Pages 33-34 and indicated on Plat Book 2018, Page 80, the described roads, utility easements, water easements, sewer easements, gas easements, storm water easements and related infrastructure to the City of Cartersville, as indicated on said revised plat referenced above.

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

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

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

Signed, sealed and delivered in the presence of: VILLAGE HILL ECKSTEIN, LLC	
<u>Rebecca Prunty</u> Witness	By: <u>Shimon [Signature]</u>
<u>Leah Deutsch</u> Notary Public	Its: <u>Managing member</u>

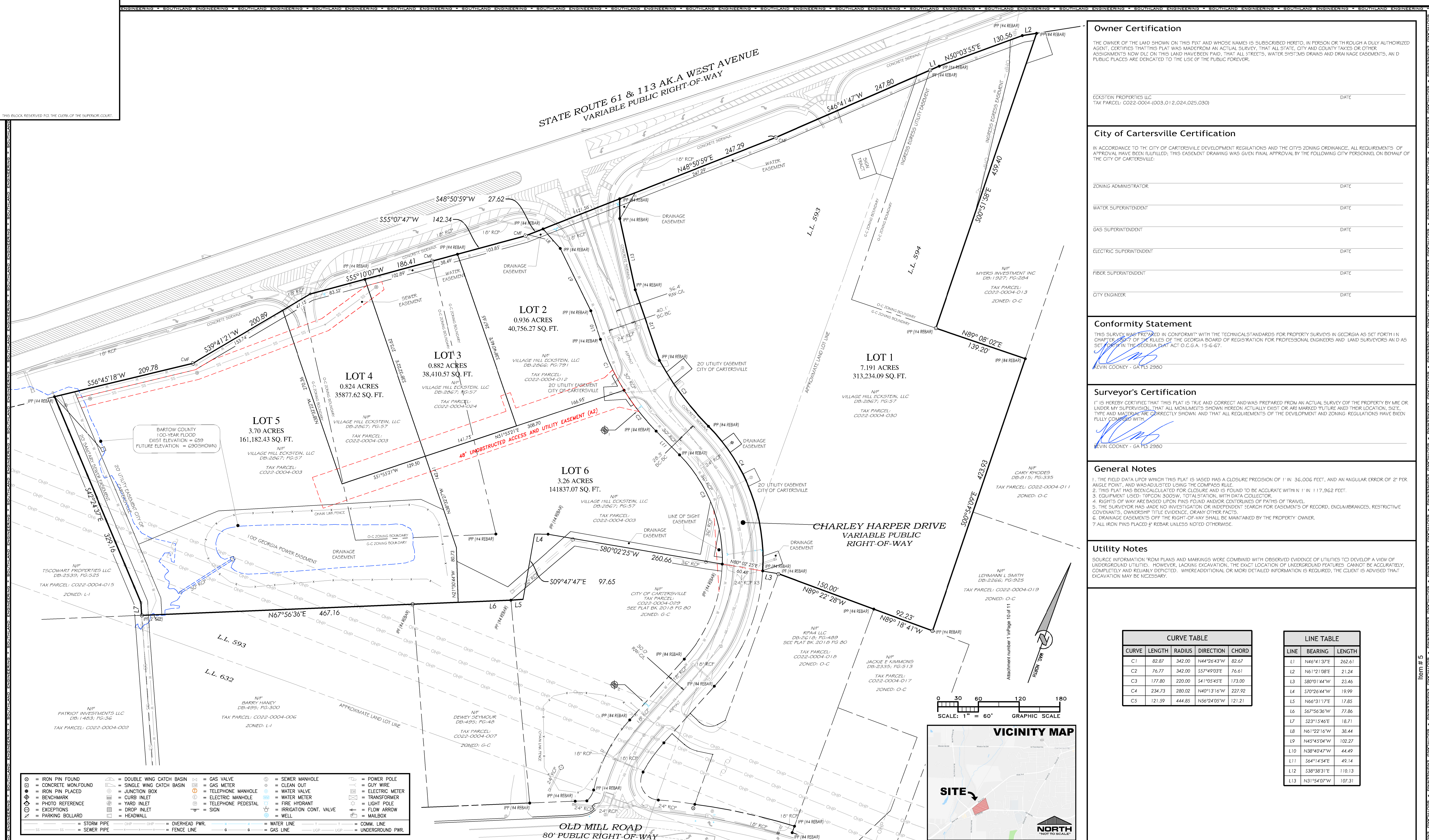
Approved this 8th day of JULY, 2020, by the City of Cartersville, Georgia.

Signed, sealed and delivered in the presence of:	CITY OF CARTERSVILLE, GEORGIA
_____	By: _____
Witness	Matthew J. Santini, Mayor

_____	Attested to by:
Notary Public	_____
	Meredith Ulmer, City Clerk

Item # 5

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



Owner Certification

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSIGNMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, THAT ALL STREETS, WATER SYSTEMS DRAINS AND DRAINAGE EASEMENTS, AND PUBLIC PLACES ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER.

ECKSTEIN PROPERTIES LLC DATE
 TAX PARCEL: CO22-0004-(003,01,2,024,025,030)

City of Cartersville Certification

IN ACCORDANCE TO THE CITY OF CARTERSVILLE DEVELOPMENT REGULATIONS AND THE CITY'S ZONING ORDINANCE, ALL REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED; THIS EASEMENT DRAWING WAS GIVEN FINAL APPROVAL BY THE FOLLOWING CITY PERSONNEL ON BEHALF OF THE CITY OF CARTERSVILLE:

ZONING ADMINISTRATOR DATE
 WATER SUPERINTENDENT DATE
 GAS SUPERINTENDENT DATE
 ELECTRIC SUPERINTENDENT DATE
 FIBER SUPERINTENDENT DATE
 CITY ENGINEER DATE

Conformity Statement

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 100-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

Kevin Cooney
 KEVIN COONEY - GA PLS 2960

Surveyor's Certification

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HERON ACTUALLY EXIST OR ARE MARKED 'FUTURE' AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND THAT ALL REQUIREMENTS OF THE DEVELOPMENT AND ZONING REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

Kevin Cooney
 KEVIN COONEY - GA PLS 2960

General Notes

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 36,000 FEET, AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 117,962 FEET.
3. EQUIPMENT USED: TOPCON 300SW, TOTAL STATION, WITH DATA COLLECTOR.
4. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
5. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS.
6. DRAINAGE EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
7. ALL IRON PINS PLACED 1" REBAR UNLESS NOTED OTHERWISE.

Utility Notes

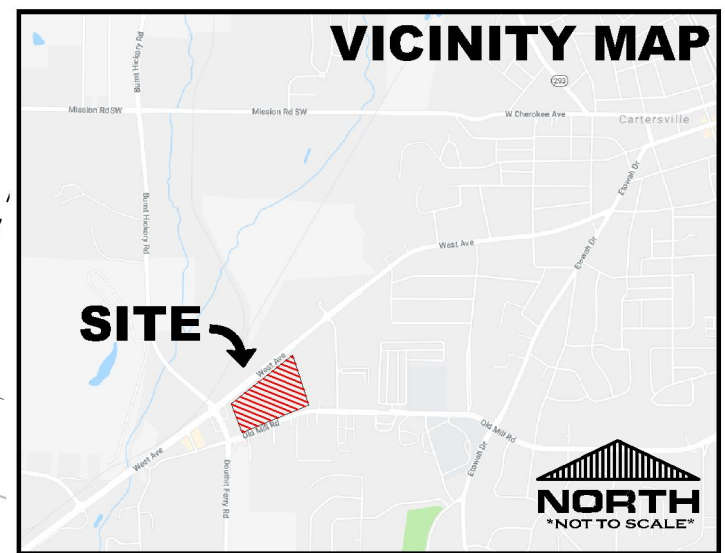
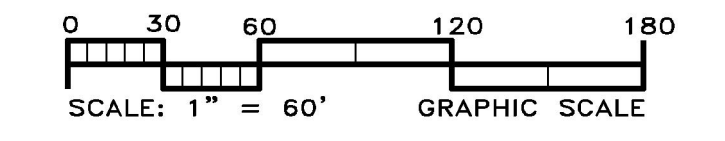
SOURCE INFORMATION FROM PLANS AND MARKINGS WERE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

CURVE TABLE

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	82.87	342.00	N44°26'43"W	82.67
C2	76.77	342.00	S57°49'03"E	76.61
C3	177.80	220.00	S41°05'45"E	173.00
C4	234.73	280.02	N40°13'16"W	227.92
C5	121.59	444.85	N56°24'05"W	121.21

LINE TABLE

LINE	BEARING	LENGTH
L1	N46°41'37"E	262.61
L2	N61°21'08"E	21.24
L3	S80°01'44"W	23.46
L4	S70°26'44"W	19.99
L5	N66°31'17"E	17.85
L6	S67°56'36"W	77.86
L7	S23°15'46"E	18.71
L8	N61°22'16"W	36.44
L9	N45°45'04"W	102.27
L10	N38°40'47"W	44.49
L11	S64°14'54"E	49.14
L12	S38°38'31"E	110.13
L13	N31°54'07"W	107.31



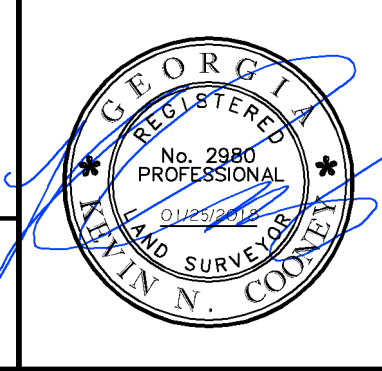
- IRON PIN FOUND
- CONCRETE MON.FOUND
- IRON PIN PLACED
- ⊕ BENCHMARK
- ⊙ PHOTO REFERENCE
- ⊕ EXCEPTIONS
- ⊙ PARKING BOLLARD
- STORM PIPE
- SEWER PIPE
- DOUBLE WING CATCH BASIN
- SINGLE WING CATCH BASIN
- JUNCTION BOX
- CURB INLET
- YARD INLET
- DROP INLET
- HEADWALL
- GAS VALVE
- GAS METER
- TELEPHONE MANHOLE
- ELECTRIC MANHOLE
- FIRE HYDRANT
- IRRIGATION CONT. VALVE
- WELL
- POWER POLE
- GUY WIRE
- ELECTRIC METER
- TRANSFORMER
- LIGHT POLE
- FLOW ARROW
- MAILBOX
- WATER LINE
- GAS LINE
- COMM. LINE
- UNDERGROUND PWR.

SOUTHLAND ENGINEERING
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
 114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

DATE: JANUARY 25, 2018 REV: 04-24-2020 JOB NO: 15051
 DATE OF FIELDWORK: DECEMBER 13, 2017 DR: CWM II CH: KNC APP: KNC

VILLAGE HILL ECKSTEIN, LLC

LOCATED IN LAND LOT(S) 593, 594, AND 632
 4TH DISTRICT, 3RD SECTION,
 CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA



Flood Statement

THE F.I.R.M. (FLOOD INSURANCE RATE MAP) SHOWS THE REFERENCED PARCEL TO BE IN ZONE X AND NO PORTION OF THE SITE IS LOCATED IN THE 100 YEAR FLOOD PLAIN ACCORDING TO PANEL NO: 13C15 C 0264 G, DATED: SEPTEMBER 25, 2007.

Owner/Developer

VILLAGE HILL ECKSTEIN, LLC
 ATTN: MARK HARRIS
 659 HENDERSON DRIVE
 CARTERSVILLE, GA 30120
 (770) 386-1400

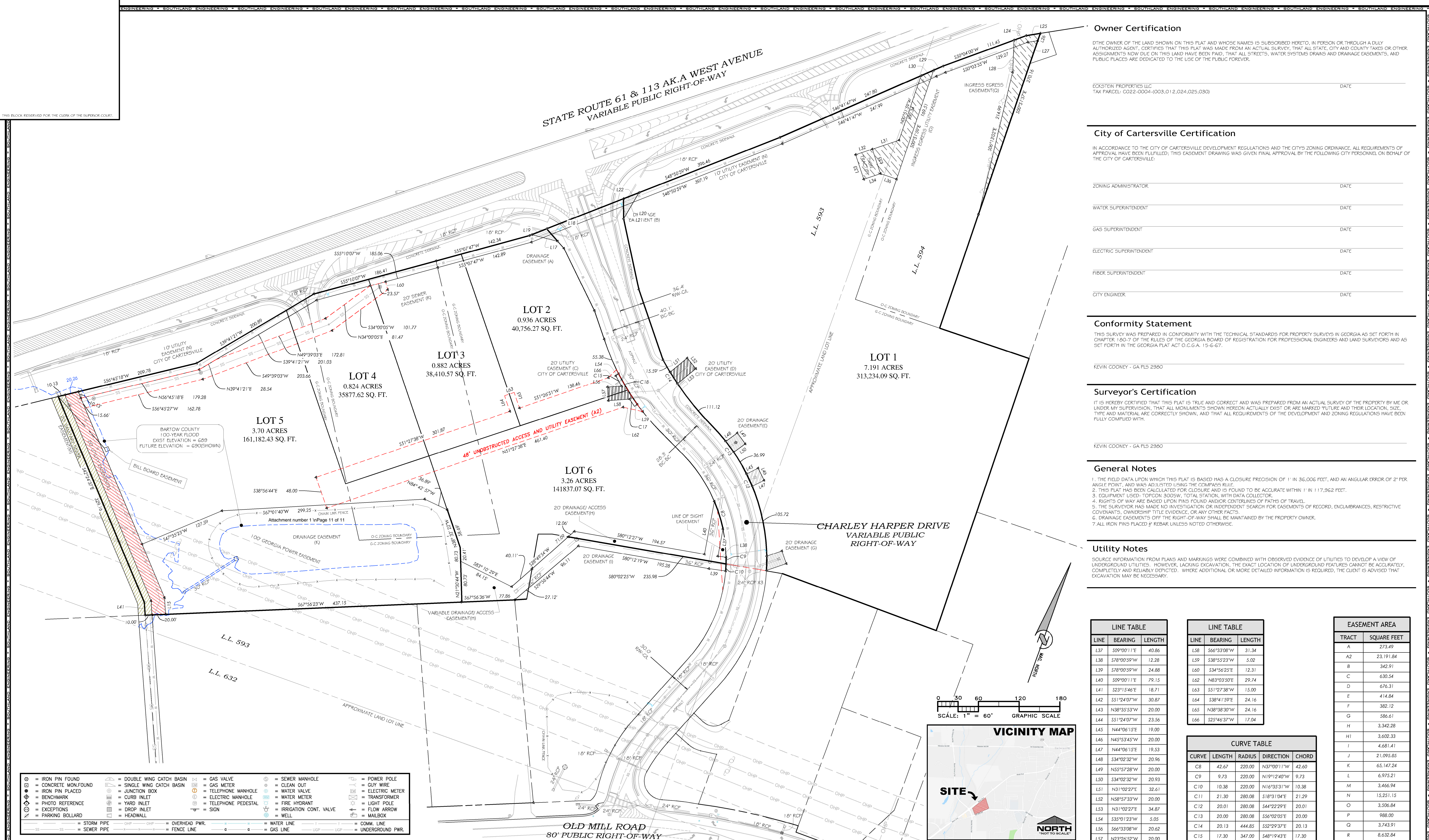
Benchmarks:

1 = 729.36
 2 = 716.84

ZONED:

OC 4 GC
 TOTAL ACREAGE OF SITE: 16.793
 TOTAL NUMBER OF LOTS: 6
 TOTAL NUMBER OF BUILDABLE LOTS: 6
 A. MAX BUILDING HEIGHT: 45 FEET
 B. FRONT YARD SETBACK: 20 FEET
 C. SIDE YARD SETBACK: 10 FEET
 D. REAR YARD SETBACK: 20 FEET
 E. MINIMUM LOT AREA: N/A
 F. MINIMUM LOT WIDTH: 110 FEET

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



Owner Certification

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAMES IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSIGNMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, THAT ALL STREETS, WATER SYSTEMS DRAINS AND DRAINAGE EASEMENTS, AND PUBLIC PLACES ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER.

ECKSTEIN PROPERTIES LLC
TAX PARCEL: 0028-0004-(003,01 2,024,025,030) _____ DATE _____

City of Cartersville Certification

IN ACCORDANCE TO THE CITY OF CARTERSVILLE DEVELOPMENT REGULATIONS AND THE CITY'S ZONING ORDINANCE, ALL REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED, THIS EASEMENT DRAWING WAS GIVEN FINAL APPROVAL BY THE FOLLOWING CITY PERSONNEL ON BEHALF OF THE CITY OF CARTERSVILLE:

ZONING ADMINISTRATOR _____ DATE _____
 WATER SUPERINTENDENT _____ DATE _____
 GAS SUPERINTENDENT _____ DATE _____
 ELECTRIC SUPERINTENDENT _____ DATE _____
 FIBER SUPERINTENDENT _____ DATE _____
 CITY ENGINEER _____ DATE _____

Conformity Statement

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

KEVIN COONEY - GA PLS 2980

Surveyor's Certification

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED "FUTURE AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL REQUIREMENTS OF THE DEVELOPMENT AND ZONING REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

KEVIN COONEY - GA PLS 2980

General Notes

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1" IN 36,000 FEET, AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 117,962 FEET.
3. EQUIPMENT USED: TOPCON 302SW, TOTAL STATION, WITH DATA COLLECTOR.
4. RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
5. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS.
6. DRAINAGE EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
7. ALL IRON PINS PLACED 1" REBAR UNLESS NOTED OTHERWISE.

Utility Notes

SOURCE INFORMATION FROM PLANS AND MARKINGS WERE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

LINE TABLE

LINE	BEARING	LENGTH
L37	S09°00'11"E	40.86
L38	S78°00'59"W	12.28
L39	S78°00'59"W	24.88
L40	S09°00'11"E	79.15
L41	S23°15'46"E	18.71
L42	S51°24'07"W	30.87
L43	N38°35'53"W	20.00
L44	S51°24'07"W	23.36
L45	N44°06'15"E	19.00
L46	N45°53'45"W	20.00
L47	N44°06'15"E	19.53
L48	S34°02'32"W	20.96
L49	N55°52'28"W	20.00
L50	S34°02'32"W	20.93
L51	N31°02'27"E	32.61
L52	N58°57'33"W	20.00
L53	N31°02'27"E	34.87
L54	S35°01'23"W	5.05
L56	S66°33'08"W	20.62
L57	N23°26'52"W	20.00

LINE TABLE

LINE	BEARING	LENGTH
L58	S66°33'08"W	31.34
L59	S38°55'23"W	5.02
L60	S34°56'25"E	12.31
L62	N83°03'30"E	29.74
L63	S51°27'38"W	15.00
L64	S38°41'59"E	24.16
L65	N38°38'30"W	24.16
L66	S25°46'37"W	17.04

CURVE TABLE

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C8	42.67	220.00	N37°00'11"W	42.60
C9	9.73	220.00	N19°12'40"W	9.73
C10	10.38	220.00	N16°35'31"W	10.38
C11	21.30	280.08	S18°31'04"E	21.29
C12	20.01	280.08	S44°22'29"E	20.01
C13	20.00	280.08	S56°02'05"E	20.00
C14	20.13	444.85	S32°29'37"E	20.13
C15	17.30	347.00	S48°19'43"E	17.30
C17	12.71	347.00	N54°33'11"W	12.71
C18	53.05	342.00	N51°13'30"W	52.99

EASEMENT AREA

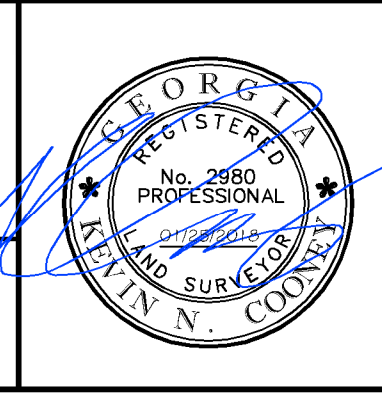
TRACT	SQUARE FEET
A	273.49
A2	23,191.84
B	342.91
C	630.54
D	676.31
E	414.84
F	382.12
G	586.61
H	3,342.28
H1	3,602.33
I	4,681.41
J	21,095.85
K	65,147.24
L	6,975.21
M	3,466.94
N	15,251.15
O	3,506.84
P	988.00
Q	3,743.91
R	8,632.84

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

SOUTHLAND ENGINEERING
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
 114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

DATE: JANUARY 25, 2018 REV: 04-24-2020 JOB NO: 15051
 DATE OF FIELDWORK: DECEMBER 13, 2017 DR.: CRM II CH.: KNC APP.: KNC

FINAL PLAT FOR:
 UTILITY EASEMENTS
VILLAGE HILL ECKSTEIN, LLC
 LOCATED IN LAND LOT(S) 593, 594, AND 632
 4TH DISTRICT, 3RD SECTION,
 CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA



Flood Statement
 THE F.I.R.M. (FLOOD INSURANCE RATE MAP) SHOWS THE REFERENCED PARCEL TO BE IN ZONE X AND NO PORTION OF THE SITE IS LOCATED IN THE 100 YEAR FLOOD PLAIN ACCORDING TO PANEL NO: 13015 G 0264 G, DATED: SEPTEMBER 28, 2007.

Owner/Developer
 VILLAGE HILL ECKSTEIN, LLC
 ATTN: MARK HARRIS
 659 HENDERSON DRIVE
 CARTERSVILLE, GA 30120
 (770) 396-1400

Benchmarks:
 TOP OF FIRE HYDRANT
 1 = 729.36
 2 = 716.84

ZONED:
 OC 4 GC

TOTAL ACRES OF SITE: 16.793
 TOTAL NUMBER OF LOTS: 6
 TOTAL NUMBER OF BUILDABLE LOTS: 6

A. MAX BUILDING HEIGHT: 45 FEET
 B. FRONT YARD SETBACK: 20 FEET
 C. SIDE YARD SETBACK: 10 FEET
 D. REAR YARD SETBACK: 20 FEET
 E. MINIMUM LOT AREA: N/A
 F. MINIMUM LOT WIDTH: 110 FEET



City of Cartersville

City Council Meeting
7/16/2020 7:00:00 PM
Grassdale Road Sidewalk TAP Grant

SubCategory:	Grant Application/Acceptance
Department Name:	Public Works
Department Summary Recommendation:	<p>As the joint sidewalk project between the City of Cartersville and Bartow County moves forward, we have an opportunity to apply for TAP (Transportation Alternative Programs) Grant funding for the acquisition of the required right of way along Grassdale Road. Since this project has federal funding, we are required to obtain any and all right of way based on the Uniform Act. A right of way estimate has been performed on this project and it is estimated that these costs will total \$1,893,000. We hope that our consultant can reduce the right of way cost by reducing the needed right of way on their submitted plans. For grant application purposes, we need to utilize the right of way estimate report that was submitted (see attached). Since this is a joint project between Bartow County and the City of Cartersville, 20% of the cost (\$378,444) will be split between both entities; therefore, the City of Cartersville would be responsible for \$189,300.</p> <p>The projected amount is not budgeted and would have to be funded by our SPLOST funds. In order to apply for this grant, an application and letter of support would need to be signed by our Mayor. Public Works recommends approval of the Mayor signing all related TAP Grant application documents necessary for the July 31, 2020 grant submittal.</p>
City Manager's Remarks:	<p>This is a TAP Grant for the Grassdale Road sidewalk project. The grant would provide funding for the ROW acquisition. The City and County would be responsible for a financial match that is not budgeted on the City's part. Our portion would need to be funded through SPLOST Funds. Your approval of the TAP Grant application is recommended.</p>
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo

Item # 6



Transportation Alternatives Program Guidelines and Application

4/13/2020

GEORGIA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

APPLICANT: _____ DATE: _____

ADDRESS: _____ PHONE: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TITLE: _____

CONTACT EMAIL: _____

PROJECT INFORMATION:

NAME OF PROJECT: _____

BRIEF PROJECT DESCRIPTION:

PROJECT LOCATION:

LENGTH & TERMINI (i.e. where does project begin & end) (IF APPLICABLE):

COUNTY: _____ HOUSE DISTRICT: _____

SENATE DISTRICT: _____ CONGRESSIONAL DISTRICT: _____

PROJECT CATEGORY AND LOCATION OF PROJECT:

(CHECK ONLY THOSE APPLICABLE ACTIVITIES AND LOCATIONS)

Provisions of facilities for bicycles

Provisions for pedestrians

Provisions for streetscaping

In areas of the State with a population greater than 5,000 but less than 200,000

In areas of the State with a population less than 5,000

Submit applications to the following TAP electronic mailbox : TAPapplications@dot.ga.gov

Item # 6

(PLEASE ANSWER THE FOLLOWING IN SPACES PROVIDED.)

A. ELIGIBILITY DEMONSTRATION: “SEE ATTACHED” IS NOT ACCEPTABLE.

1. Does the project meet the requirements outlined within the **FAST Act**?
 YES NO

2. Does project conform to applicable requirements of Americans with Disabilities Act and any other state or federal laws concurring accessibility?
 YES NO

EXPLAIN BRIEFLY:

B. PROJECT DESCRIPTION: “SEE ATTACHED” IS NOT ACCEPTABLE.

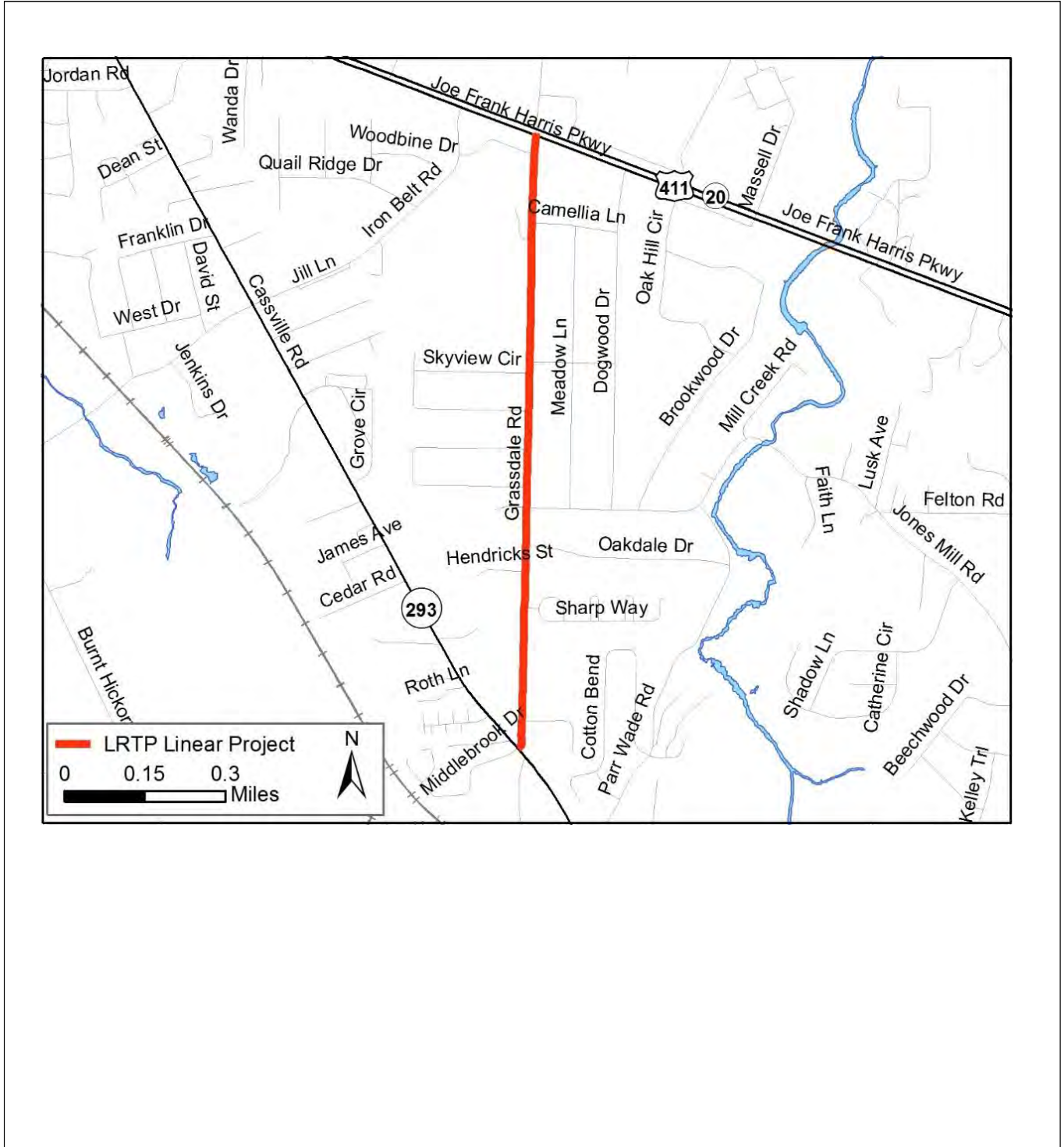
Does the applicant intend to apply to perform the administration and management functions for the project through the Local Public Agency (LPA) process?

YES NO

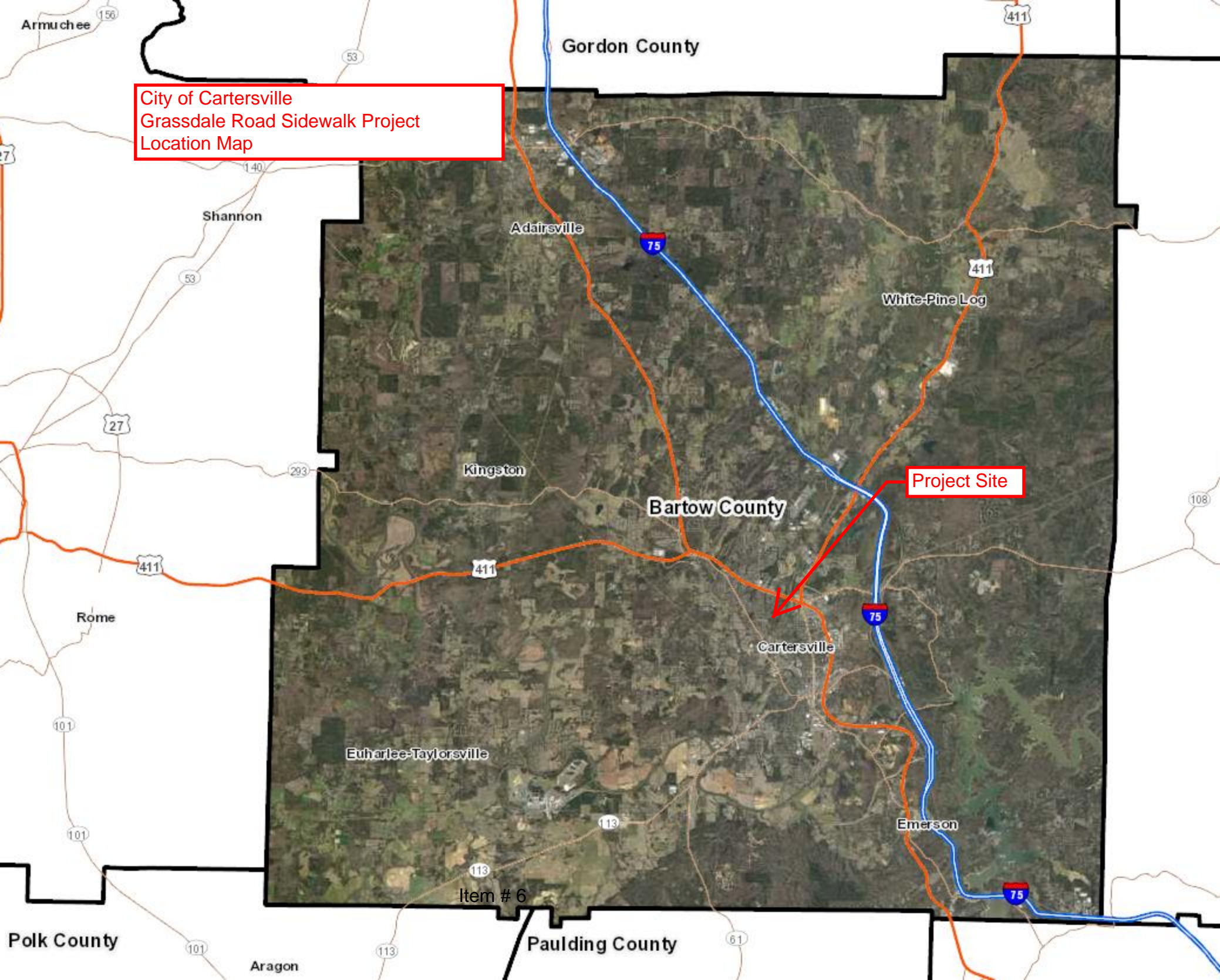
Describe all necessary work needed to complete the proposed project. Description should reflect only activities checked under project category:

C. MAPS, PLANS, & PHOTOGRAPHS:

Attach project location map(s), project boundary map and site plan. Include photographs of the existing site and/or facility if applicable. COMMENTS:



City of Cartersville
Grassdale Road Sidewalk Project
Location Map



Project Site

Item # 6

Grassdale Road Sidewalk Project City of Cartersville TAP Application



Looking north from Cassville Road (SR293) up Grassdale Road



Item # 6

Looking north at Grassdale Road from intersection of Grassdale and Briarwood Lane



Looking north from 15 Grassdale Road



Looking north from Sharps Way

Item # 6



Looking north from intersection of Oakdale Drive and Grassdale Road



Looking north at Grassdale Road from Jones Mill Road

Item # 6



Looking north from Pettit Road



North at 305 Grassdale

Item # 6



South at Antioch Bible College



Looking north toward US 41

Item # 6

D. PROJECT COST: “SEE ATTACHED” IS NOT ACCEPTABLE.

Itemize all project elements and costs. List item, description, quantity, unit price, amount, etc. Ensure costs shown are accurate and sufficient to satisfactorily complete all work anticipated in accordance with federal requirements. If the project is located in close proximity to a railroad crossing that does not have automatic gates with flashing light signals (within 500’ along the mainline roadway, and within 200’ of the mainline roadway on intersecting roads), project funds to upgrade the railroad signals may be required pursuant to federal regulations. All budget item costs for project administration and management to adequately accomplish the work must be shown. These expenses are to include engineering, inspection, and testing in accordance with state and federal requirements. **Applicants MUST show a 10% contingency fee for the project.** (Enter total project cost in Section I – Line 1, Page 9.) Itemize below:

**GEORGIA DEPARTMENT OF TRANSPORTATION
PRELIMINARY ROW COST ESTIMATE SUMMARY**

Date: 6/11/2020 Project:
Revised: County: Bartow
PI: 16628

Description: Grassdale Rd Sidewalk SR293 to SR3/SR20/SR41
Project Termini: Grassdale Rd @ SR3/SR20/US41

Existing ROW: Varies
Required ROW: Varies
Parcels: 75

Land and Improvements \$216,343.91

Proximity Damage \$0.00

Consequential Damage \$0.00

Cost to Cures \$35,000.00

Trade Fixtures \$21,750.00

Improvements \$69,100.00

Valuation Services \$361,250.00

Legal Services \$500,625.00

Relocation \$225,000.00

Demolition \$16,500.00

Administrative \$572,500.00

TOTAL ESTIMATED COSTS \$1,892,218.91

TOTAL ESTIMATED COSTS (ROUNDED) \$1,893,000.00

Prepared By:

Wesley K. Brock

Print Name

Wesley K. Brock
Signature

06/12/2020
Date

Cost Estimation Supervisor :

Print Name

Signature

Date

NOTE: Supervisor is only attesting that the estimate was completed using the correct information provided for the the project. The Supervisor is not attesting to property values or the accuracy of the market value estimations provided in this report. No Market Appreciation is included in this Preliminary Cost Estimate.

Comments: 1 D/W Only Parcel so there are 75 total appraisals, DND's on Parcel 3, 6 and 46 not included in value

Georgia Department of Transportation
Preliminary ROW Cost Estimate Worksheet

Project/County/PI

O Bartow

16628

	A	B	C	D
Land and Improvements	Agriculture	Residential	Commercial	Industrial
1 Estimate Low (ac)	\$8,174.00	\$9,905.00	\$25,641.00	\$0.00
2 Estimate High (ac)	\$51,250.00	\$194,444.00	\$444,444.00	\$0.00
3 Estimate Used (ac)	\$15,000.00	\$50,000.00	\$150,000.00	\$0.00
4 Fee Simple Area (ac)	0.00	0.04	0.01	0.00
5 Fee Simple Estimate	\$0.00	\$2,205.00	\$1,500.00	\$0.00
6 Perm Esmt Area (ac)	0.34	0.00	0.00	0.00
7 Perm Esmt Factor	75%	75%	75%	75%
8 Perm Esmt Estimate	\$3,805.88	\$0.00	\$0.00	\$0.00
9 Temp Esmt Area (ac)	0.18	1.71	0.16	0.00
10 Temp Esmt Factor	40%	40%	40%	40%
11 Temp Esmt Estimate	\$1,088.40	\$0.00	\$9,780.00	\$0.00
12 Proximity Damages	\$0.00	\$0.00	\$0.00	\$0.00
13 Consequential Damages	\$0.00	\$0.00	\$0.00	\$0.00
14 Cost to Cures	\$0.00	\$30,000.00	\$5,000.00	\$0.00
15 Improvements	\$5,530.00	\$48,090.00	\$15,480.00	\$0.00
16 Trade Fixtures	\$0.00	\$0.00	\$21,750.00	\$0.00
17				
18 PROPERTY TYPE TOTALS	\$10,424.28	\$80,295.00	\$53,510.00	\$0.00
19	SUB TOTAL PROPERTY TYPES			\$144,229.28
20	Counter Offers and Condemnation Increases			\$72,114.64
21				
22	GRAND TOTAL LANDS AND IMPROVEMENTS			\$216,343.91

Georgia Department of Transportation
Preliminary ROW Cost Estimate Worksheet

Project/County/PI

0 Bartow

16628

	A	B	C	D
Valuation Services	Agriculture	Residential	Commercial	Industrial
1 Appraisals (# of Parcels)	2	67	6	0
2 Estimated Fees (per Parcel)	\$3,000.00	\$3,500.00	\$5,000.00	\$5,000.00
3 TOTAL APPRAISALS	\$6,000.00	\$234,500.00	\$30,000.00	\$0.00
4 Sign Estimates	2	5	4	0
5 Estimated Fees	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
6 TOTAL SIGN ESTIMATES	\$2,000.00	\$5,000.00	\$4,000.00	\$0.00
7 Specialty Reports	0	2	1	0
8 Estimated Fees	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
9 TOTAL SPECIALTY REPORTS	\$0.00	\$5,000.00	\$2,500.00	\$0.00
10 Septic/Well Reports	0	0	0	0
11 Estimated Fees	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
12 TOTAL SEPTIC/WELL REPORTS	\$0.00	\$0.00	\$0.00	\$0.00
13				
14				
15				
16 TOTAL VALUATION FEES	\$8,000.00	\$244,500.00	\$36,500.00	\$0.00
17	SUB TOTAL VALUATION SERVICES			\$289,000.00
18	Updates and Incidentals (Min \$2,500 or 25%)			\$72,250.00
19	GRAND TOTAL VALUATION SERVICES			\$361,250.00

**Georgia Department of Transportation
Preliminary ROW Cost Estimate Worksheet**

Project/County/PI

0 Bartow

16628

	A	B	C	D
Legal Services	Parcels	Estimated Fees		TOTALS
1 Meeting with Attorney	75	\$125.00		\$9,375.00
2 Preliminary Titles	75	\$200.00		\$15,000.00
3 Closing and Final Title	75	\$300.00		\$22,500.00
4 Recording Fees	75	\$50.00		\$3,750.00
5 Condemnation Filing	12	\$5,000.00		\$60,000.00
6 Litigation Costs	12	\$25,000.00		\$300,000.00
7 Updates and Incidentals	12	\$7,500.00		\$90,000.00
8				
9				
10				
11				
12				
13				
14				
15				
16				
17		GRAND TOTAL LEGAL SERVICES		\$500,625.00

**Georgia Department of Transportation
Preliminary ROW Cost Estimate Worksheet**

Project/County/PI

0 Bartow

16628

	A	B	C	D
	Displacements	Estimated Costs		TOTALS
1	0	\$30,000.00		\$0.00
2	0	\$35,000.00		\$0.00
3	0	\$55,000.00		\$0.00
4	75	\$1,500.00		\$112,500.00
5	75	\$1,500.00		\$112,500.00
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17		GRAND TOTAL RELOCATION		\$225,000.00

Georgia Department of Transportation
 Preliminary ROW Cost Estimate Worksheet

Project/County/PI

0 Bartow

16628

	A	B	C	D
	Demolition	Items/Improvements	Estimated Costs	TOTALS
1	Residential Structures	0	\$15,000.00	\$0.00
2	Commercial Structures	0	\$25,000.00	\$0.00
3	Hotels/Apartments	0	\$60,000.00	\$0.00
4	UST's - Dispensers	0	\$50,000.00	\$0.00
5	Billboards	0	\$8,000.00	\$0.00
6	Signs - Light Standards	11	\$1,500.00	\$16,500.00
7	Water Vaults	0	\$15,000.00	\$0.00
8	Gas/Water Service Separation	0	\$2,500.00	\$0.00
9				
10				
11				
12				
13				
14				
15				
16				
17	GRAND TOTAL DEMOLITION			\$16,500.00

Georgia Department of Transportation
 Preliminary ROW Cost Estimate Worksheet

Project/County/PI

0 Bartow

16628

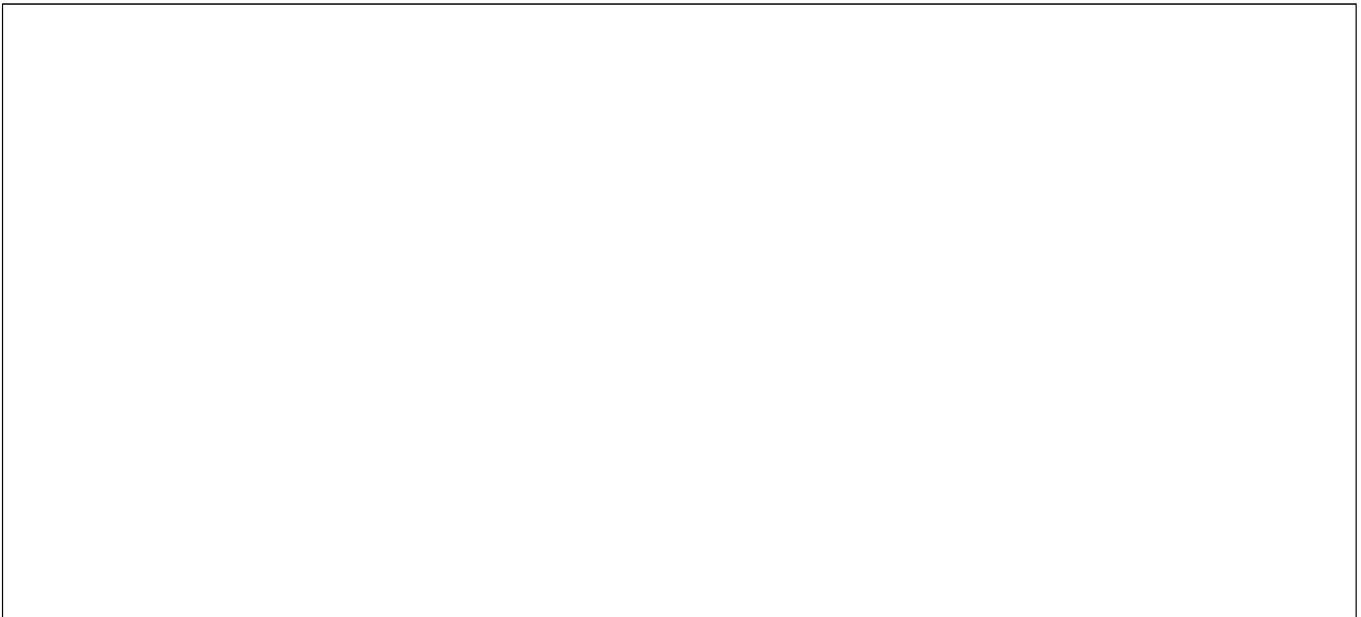
	A	B	C	D
	Parcels	Man hours per Parcel		TOTALS
1	75	40		\$150,000.00
2	75	100		\$375,000.00
3	0	50		\$0.00
4	19	50		\$47,500.00
5	0	100		\$0.00
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17	GRAND TOTAL INHOUSE			\$572,500.00

E. PROPERTY OWNERSHIP:

Identify ownership of all property involved in the project. If additional property must be acquired to complete the project, identify ownership and value of property, either purchased or donated.

**F. LOCAL SUPPORT**

Describe the level of local support for the proposed project. Attach letters from donors or sponsors committing non-federal share of project costs, commitment or support from sponsors, local government officials and regional organizations. Document the opportunities for public participation in the development of this project.



G.PROJECT MAINTENANCE & MANAGEMENT PLANS:

Describe maintenance and management of the project, including the yearly amount of funds to support activities:
Provide details for long-term maintenance of the project with project yearly maintenance costs.

H. DATA UNIVERSAL NUMBER (DUNS NUMBER): _____

(The federal government requires that all applications for Federal grants and cooperative agreements with the exception of individuals other than sole proprietors have DUNS number. The Federal government will use the DUNS number to better identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name of address data for electronic grant application systems. If an applicant needs to obtain a DUNS Number, please call the dedicated toll-free DUNS Number request line a 1-866-705-5711).

I. ENVIRONMENT ASSESSMENT:

Attach any previously prepared environmental documentation to this application. If no previously approved environmental documentation is available, the applicant must complete necessary studies if any, and have them approved prior to project implementation. This requirement does not apply if the application is for planning or feasibility studies only. Indicate below any impact the project is expected to cause.

	<u>IMPACT</u>	
	<u>YES</u>	<u>NO</u>
Displacement of residences or business	<input type="checkbox"/>	<input type="checkbox"/>
Disruption of neighborhoods.....	<input type="checkbox"/>	<input type="checkbox"/>
Impacts agricultural or recreational lands.....	<input type="checkbox"/>	<input type="checkbox"/>
Impacts historical/archaeological sites	<input type="checkbox"/>	<input type="checkbox"/>
Impacts wetlands, streams/lakes, floodplains	<input type="checkbox"/>	<input type="checkbox"/>
within coastal zone	<input type="checkbox"/>	<input type="checkbox"/>
Endangered species	<input type="checkbox"/>	<input type="checkbox"/>
Air/water quality	<input type="checkbox"/>	<input type="checkbox"/>
Noise.....	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous waste site.....	<input type="checkbox"/>	<input type="checkbox"/>

Any county, state, and/or federal permits required will have to be secured by the applicant prior to contract signing. These may include Army Corps of Engineers, Office of Coastal Resource Management, Coast Guard, Federal Energy Regulatory Commission, County Sediment and Erosion Control and Stormwater Management Ordinance, or State Budget and Control Board.

Comments:

J. FUNDS REQUESTED, LOCAL MATCH AND SOURCE

LINE 1 – Total project cost (From Section D; Page #5) \$ _____

LINE 2 – Funds requested by applicant \$ _____
 (80%) of line 1

LINE 3 – Local Match (Must be at least 20 % of Line 1 \$ _____
 List source of match and amount from each
 source

LIST SOURCES (Be Specific)

AMOUNT

A - _____ \$ _____

B - _____ \$ _____

C - _____ \$ _____

D - _____ \$ _____

E - _____ \$ _____

TOTAL AMOUNT OF MATCH (Should be equal to Line #3 above.) \$ _____

Is project within a Transportation Management Area (TMA) boundary? YES NO

If yes, is the project in the Transportation Improvement Program (TIP)? YES NO

List TMA _____ Amount in TIP for project: \$ _____

K. CERTIFICATION

The undersigned has authority to sign on behalf of the applicant and certifies that the applicant has legal authority to enter into contract to implement this project and that all information provided is complete and accurate to their best knowledge.

 SIGNATURE DATE

 TITLE PHONE NO.

 PRINTED NAME



City of Cartersville

P U B L I C W O R K S

July 1, 2020

Russell McMurry
 Commissioner
 Georgia Department of Transportation
 600 West Peachtree Street, NW
 Atlanta, GA 30308

TAP Application: PI # 16628 ROW Acquisition - Grassdale Community Sidewalk

Dear Commissioner McMurry:

I am writing on behalf of the City of Cartersville to certify that the City and Bartow County are committed to the attached project. Our shared commitment includes \$378,444 in cash for the ROW acquisition phase of the local match towards the grant, local oversight of the project's implementation with LAP-certified staff, and maintenance of the facility once completed.

The community has identified this project as needed within the CBMPO Long-Range Transportation Plan. This project addresses deficiencies identified as part of countywide pedestrian access study conducted with interns 2015-2017. The project would complete a pedestrian link that connects multi-family housing along Cassville Road with the College and Career Academy located on Grassdale Road.

The City of Cartersville appreciates your careful consideration of our proposal. If you have any questions regarding this application, please don't hesitate to contact Bartow County Transportation Planner Tom Sills at 770-607-6265 or sillst@bartowga.org.

Sincerely,

Matthew J. Santini
 Mayor



"Providing dependable service while preserving an exceptional quality of life."

P.O. Box 1390 • 330 South Erwin Street • Cartersville, Georgia 30120
 Telephone: 770-387-5602 • Fax: 770-387-5697 • www.cityofcartersville.org

Item # 6





City of Cartersville

City Council Meeting
7/16/2020 7:00:00 PM

Grassdale Road Sidewalk-Engineering Services Change Order

SubCategory:	Engineering Services
Department Name:	Public Works
Department Summary Recommendation:	<p>The City of Cartersville was previously awarded a TAP (Transportation Alternative Program) Grant from the Georgia Department of Transportation. The professional engineering services for this project are being completed by Southeastern Engineering. Our current TAP grant will cover 80% of the design fees for an available reimbursable amount of up to \$360,000. Last year, we approved a contract with Southeastern Engineering for a total amount of \$331,500.</p> <p>During preliminary engineering, the consultant has incurred additional items that are out of scope of the original agreement. It was determined that GDOT would not perform right of way estimations and the consultant was required to hire a subconsultant to perform this task. In addition, the Environmental Site Assessment determined that there were two sites along the corridor that would require limited phase II environmental testing/sampling. Therefore, a change order will be needed for these subconsultants to perform their work. The total change order request for these sub-consultants and any coordination by SEI is \$15,000.</p> <p>This amount will be eligible for reimbursement of 80%. Since this is a joint project with Bartow County, the City will be responsible for \$1,500. This amount is not budgeted and would have to be funded by our SPLOST funds. In order to keep this project moving forward, Public Works recommends approving the additional funds for the attached change order.</p>
City Manager's Remarks:	This is not a budget item, but is needed to keep the project moving forward. Your approval of the change order is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Cover Memo



2470 Sandy Plains Rd
 Marietta, GA 30066
 D (770) 702-7025
 C (404) 670-2040
sjordan@seengineering.com

PROFESSIONAL SERVICES AGREEMENT

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

CLIENT: City of Cartersville Mayor
 Matt Santini
 1 N. Erwin Street
 Cartersville, GA 30120
msantini@cityofcartersville.org

PROJECT NAME: Supplemental Agreement #1 for Grassdale Road Sidewalks & Drainage Improvements, GDOT PI No. 0016628

PROJECT UNDERSTANDING

SEI understands that the City of Cartersville needs additional engineering services the Grassdale Road Sidewalk and Drainage Improvement project as required by GDOT's PDP. These additional engineering services include a Right of Way Cost Estimate required for the Limited Scope Concept Report, A UST Phase II Investigation and additional coordination required by both. SEI excluded both of these items during the initial scoping of this project in hopes that neither would be required by GDOT. Unfortunately, both are now required to get the Limited Scope Concept Report approved by GDOT. Supplemental Agreement #1 as described herein is for these additional items as required by GDOT.

SCOPE OF SERVICES

Task 1 – Right of Way Cost Estimate (Direct Cost for THC)

SEI has engaged THC for the Right of Way Cost Estimate. SEI has multiple active projects with THC and fully entrusts they will get this task completed as required by GDOT. In addition, THC is a prequalified consultant in right of way acquisition by GDOT. A copy of THC's proposal for this additional work is attached to this proposal for your reference.

Task 2 – UST Phase II (Direct Cost for S&ME)

SEI has engaged S&ME for the UST Phase II. SEI has completed multiple projects with THC and fully entrusts they will get this task completed as required by GDOT. In addition, S&ME is a prequalified consultant in all the Soils, Foundations & Material Testing GDOT Areas Classes. A copy of S&ME's proposal for this additional work and their latest GDOT Area Class is attached to this proposal for your reference.

Task 3 – Additional Subconsultant Coordination required by SEI

There will be additional subconsultant coordination required by SEI for these two additional subconsultants added to the project to handle subcontract agreements, invoicing and other project correspondence.

COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Right of Way Cost Estimate (Direct Cost for THC)	\$4,750.00	Monthly, % Complete of Lump Sum	
Task 2 – Limited Phase II Sampling (Direct Cost for S&ME)	\$8,000.00	Monthly, % Complete of Lump Sum	
Task 3 – Additional Subconsultant Coordination required by SEI	\$2,250.00	Monthly, % Complete of Lump Sum	
Total	\$15,000.00	Monthly, % Complete of Lump Sum	

SCHEDULE

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

Direct expenses are not included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, etc., printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

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

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

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

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

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

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

**Overtime rates = 1.5 x standard rates*

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C


GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- F. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- G. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- H. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

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



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PREQUALIFICATION CERTIFICATE

NAME: <i>Wesley K. Brock</i>	ISSUE DATE: <i>March 5, 2019</i>
ADDRESS: <i>THC, Inc.</i> <i>3300 Breckinridge Blvd</i> <i>Suite 200</i> <i>Duluth, Georgia 30096</i>	DATE OF EXPIRATION: <i>March 4, 2022</i> SIGNATURE:  <i>Troy D. Byers, ROW Administrator</i>

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A - RELOCATION SERVICES	D - ACQUISITION SERVICES
<input type="checkbox"/> A-1 Conceptual Stage Study <input type="checkbox"/> A-2 Relocation (Benefits Package Prep)	<input checked="" type="checkbox"/> D-1 R/W Project Manager <input checked="" type="checkbox"/> D-2 Pre-Acquisition Agent <input checked="" type="checkbox"/> D-3 Acquisition Manager <input checked="" type="checkbox"/> D-4 Negotiation thru Closing Agent <input checked="" type="checkbox"/> D-5 Relocation Negotiation Agent <input checked="" type="checkbox"/> D-6 Administrative Review Officer (Appeals) <input type="checkbox"/> D-7 Interpreter <input type="checkbox"/> D-8 Negotiation Thru Closing Agent Trainee <input type="checkbox"/> D-9 ROW Training Instructor
B - PRE/POST PROJECT PREP SERVICES	E - PROPERTY MANAGEMENT SERVICES
<input checked="" type="checkbox"/> B-1 Plan Review <input checked="" type="checkbox"/> B-4 Quit Claim Deed Preparation	<input type="checkbox"/> E-1 Asbestos Inspection <input type="checkbox"/> E-2 Asbestos Abatement <input type="checkbox"/> E-3 Demolition <input type="checkbox"/> E-4 UST Removal <input type="checkbox"/> E-5 Site Inspector
C - VALUATION SERVICES	F - COURT COORDINATION SERVICES
<input checked="" type="checkbox"/> C-1 Appraisal Report – Level 3 <input checked="" type="checkbox"/> C-2 Appraisal Review Report <input type="checkbox"/> C-3 Cost-to-Cure Report <input type="checkbox"/> C-4 Trade Fixture Report <input type="checkbox"/> C-5 Sign Report <input type="checkbox"/> C-6 Environmental Assessment Report <input type="checkbox"/> C-7 Septic Tank/Well Estimators <input type="checkbox"/> C-8 Timber Report <input checked="" type="checkbox"/> C-9 Detailed Cost Estimator <input checked="" type="checkbox"/> C-10 Preliminary Cost Estimator <input checked="" type="checkbox"/> C-11 Concept Team Meetings	<input checked="" type="checkbox"/> F-1 Court Coordinator



April 22, 2020

Mr. Scott H. Jordan
Transportation Director
Southeastern Engineering, Inc. (SEI)
2470 Sandy Plains Road
Marietta, GA 30066

RE: Fee Proposal to Provide Cost Estimate for GDOT PI # 0016628

Dear Mr. Jordan,

THC, Inc (THC) is pleased to submit a proposal to provide Cost Estimating Services on behalf of SEI for the GDOT PI # 0016628 based on the concept design provided for a fee of **\$4750.00**

We appreciate your consideration and contact me if you have questions about this revised fee proposal.

Sincerely,


A handwritten signature in blue ink that reads "Wesley K. Brock".

Wesley K. Brock
Program Manager
THC, Inc
Direct: 678-735-5202
wbrock@thcinc.net

Item # 7

**STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION**

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
S&ME, Inc. 11420 Johns Creek Parkway, Duluth, GA 30097	December 14, 2017	October 12, 2020
SIGNATURE		
		
1. Transportation Planning <input type="checkbox"/> 1.01 State Wide Systems Planning <input type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input type="checkbox"/> 1.03 Aviation Systems Planning <input type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input type="checkbox"/> 1.06a NEPA Documentation <input checked="" type="checkbox"/> 1.06b History <input checked="" type="checkbox"/> 1.06c Air Studies <input checked="" type="checkbox"/> 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology <input checked="" type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input type="checkbox"/> 1.08 Airport Master Planning <input type="checkbox"/> 1.09 Location Studies <input type="checkbox"/> 1.10 Traffic Studies <input type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input type="checkbox"/> 1.12 Major Investment Studies <input type="checkbox"/> 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) <input type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input type="checkbox"/> 3.10 Utility Coordination <input type="checkbox"/> 3.11 Architecture <input type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input type="checkbox"/> 3.14 Historic Rehabilitation <input type="checkbox"/> 3.15 Highway Lighting <input type="checkbox"/> 3.16 Value Engineering <input type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
2. Mass Transit Operations <input type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input type="checkbox"/> 2.06 Mass Transit Unique Structures <input type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input type="checkbox"/> 2.09 Aviation <input type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures <input type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input type="checkbox"/> 4.02 Major Bridges Design <input type="checkbox"/> 4.03 Movable Span Bridges Design <input type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input type="checkbox"/> 4.05 Bridge Inspection 5. Topography <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04 Aerial Photography <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06 Topographic Remote Sensing <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering	
3. Highway Design Roadway <input type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input type="checkbox"/> 3.06 Traffic Operations Studies <input type="checkbox"/> 3.07 Traffic Operations Design <input type="checkbox"/> 3.08 Landscape Architecture	6. Soils, Foundation & Materials Testing <input checked="" type="checkbox"/> 6.01a Soil Surveys <input checked="" type="checkbox"/> 6.01b Geological and Geophysical Studies <input checked="" type="checkbox"/> 6.02 Bridge Foundation Studies <input checked="" type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input checked="" type="checkbox"/> 6.04a Laboratory Materials Testing <input checked="" type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input checked="" type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies 8. Construction <input checked="" type="checkbox"/> 8.01 Construction Supervision 9. Erosion and Sedimentation Control <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	



May 27, 2020

Southeastern Engineering, Inc.
2470 Sandy Plains Road
Marietta, Georgia 300662

Attention: Mr. Alex Ottley

Reference: **Proposal for Limited Phase II Sampling**
Grassdale Road from SR 293 to SR 20
PI 0016628
Cartersville, Bartow County, Georgia
S&ME Proposal No. 44-2000179

Dear Mr. Ottley:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to perform Limited Phase II Sampling at the referenced property. You requested this proposal in an email to Mr. Jeff Doubrava of S&ME on May 18, 2020. This proposal outlines our understanding of the project requirements as detailed below and presents a general description of our services, a proposed schedule, an estimate of fees, and establishes contractual arrangements. Our Agreement for Services, Form AS-071 is attached to this proposal and is incorporated by reference.

◆ Project Information

S&ME was provided a Phase I Environmental Site Assessment (ESA) performed on the property by Southeastern Engineering, Inc., in March 2020. The Phase I ESA identified two gas stations located at 501 Cassville Road (Short Stop) and 1361 Joe Frank Harris Parkway (Exxon/Pantry/Circle K) as *recognized environmental conditions*.

◆ Client Objective

It is our understanding that the objective of the Limited Phase II Sampling is to assess soil and groundwater conditions at the gas stations in general accordance with the Georgia Department of Transportation (GDOT) ESA: Phase II Guidelines.

Since the proposed scope is specific to this stated objective, it is important that we remain apprised of your goals and expectations. If our understanding of your objective is incorrect, or if your objective or information needs change, we ask that you advise us so that we may reevaluate and potentially modify our proposed project approach.

Item # 7

Proposal for Limited Phase II Sampling

Grassdale Road from SR 293 to SR 20
 PI 0016628
 Cartersville, Bartow County, Georgia
 S&ME Proposal No. 44-2000179



◆ Scope of Services

S&ME proposes to offer the following tasks as part of this proposal.

Task 1 – Sampling

Prior to field activities, S&ME will prepare a Health and Safety Plan (HASP) that discusses site operations, types of chemicals suspected to be present (right-to-know), and the precautions to be taken to reduce exposure and occupational hazards prior to mobilization to the site. S&ME will contact the Utilities Protection Center, the Georgia designated utility locate service prior to any fieldwork. Additionally, S&ME will contact a private utility locator in an attempt to locate utilities not identified by the Utilities Protection Center.

Additionally, prior to mobilization, property owners must be notified by GDOT and/or Southeastern Engineering, Inc. personnel of the proposed scope and sampling locations.

S&ME will provide a drilling subcontractor to install three Direct-Push Technology (DPT) borings along the right-of-way at each gas station (six total borings) to collect soil and groundwater samples. S&ME will collect soil samples from each boring at five-foot intervals until the water table is encountered, DPT refusal is encountered, or to a maximum depth of 25 feet below ground surface. The soil samples will be split in half; one half will be placed in a sealed plastic bag for screening with a photo-ionization detector (PID) and the second half will be placed in laboratory prepared sample jars and immediately placed on ice. Upon screening the soil samples with the PID, the soil sample exhibiting the highest PID reading, and located above the inferred depth to groundwater, per boring will be submitted for laboratory analysis.

Soil samples will be collected in general accordance with the Test Methods for valuating Solid Waste, Physical/Chemical Methods SW-846, Method 5035, as described in the U.S. Environmental Protection Agency (EPA) Region 4 Science and Ecosystem Support Division (SESD) operating procedure entitled "Soil Sampling" (Number: SESDPROC-300-R3), dated August 21, 2014. The soil samples selected will be analyzed for benzene, toluene, ethylbenzene, total xylenes (BTEX) by Environmental Protection Agency (EPA) method 8260 and polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270D.

If groundwater is encountered, samples will be collected using a four-foot-long stainless-steel screen-point sampler within the DPT borings. Using a peristaltic pump, a groundwater sample will be drawn to the surface through new ¼-inch poly tubing. The groundwater samples will be placed in laboratory prepared sample jars and immediately placed on ice. Groundwater samples will be analyzed for BTEX and PAHs.

Task 2 – Report Preparation

Upon receipt of the analytical results, S&ME will prepare a written report that documents the field activities and laboratory analytical results of the sampling and compare the results to the Georgia

Proposal for Limited Phase II Sampling

Grassdale Road from SR 293 to SR 20
 PI 0016628
 Cartersville, Bartow County, Georgia
 S&ME Proposal No. 44-2000179



Environmental Protection Division (EPD) Soil Threshold Levels. The report will include recommendations per GDOT ESA: Phase II Guidelines.

◆ Excluded Services

Without attempting to be a complete list or description of all services or potential services excluded from this proposal, the following services are also specifically excluded:

- Property owner notification
- Monitoring well installation
- Release reporting to the EPD
- Contaminant receptor survey
- Evaluation of exposures to chemical contaminants or risk assessments
- Additional assessment beyond proposed work scope

◆ Schedule

We anticipate completing the scope of services outlined above within three weeks of receiving authorization to proceed.

◆ Fees

S&ME is prepared to complete the Scope of Services outlined above for a lump sum cost of eight thousand dollars (**\$8,000.00**). A breakdown of the fee is summarized below:

Task 1 – Sampling	\$ 6,200
Task 2 – Report Preparation	\$ 1,800

◆ Authorization

Our Agreement for Services (Form AS-071) is attached and incorporated by reference as a part of this proposal. Please sign the agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services. Any changes or modifications to the AS-071 form or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

Proposal for Limited Phase II Sampling

Grassdale Road from SR 293 to SR 20
PI 0016628
Cartersville, Bartow County, Georgia
S&ME Proposal No. 44-2000179




If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated AS-071 form and hereby accept both as written.

◆ Closure

S&ME appreciates the opportunity to be of service to you. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us at 770-476-3555.

Sincerely,

S&ME, Inc.


Peter J. Fleury, Jr.
Senior Project Manager


Mary C. Stacy, PG
Atlanta Environmental Services Leader

Attachments: Agreement for Services, AS-071

**AGREEMENT FOR SERVICES**

Form AS-071

Date: May 19, 2020	
S&ME, Inc. (hereafter Consultant)	Client Name: Southeastern Engineering Inc. (hereafter Client)
Address: 4350 River Green Parkway, Suite 200 City: Duluth State: GA Zip: 30096 Telephone: (770) 476-3555	Address: 2470 Sandy Plains Road City: marietta State: Georgia Zip: 30066 Phone Number: (770) 702-7032
PROJECT	
Project Name: Grassdale Road GDOT Phase II Project Location (Street Address): 501 Cassville Road City: Cartersville State: Georgia Zip: 30120	
SERVICES TO BE RENDERED	
Proposal Number: 442000179 dated: May 19, 2020 is incorporated into this Agreement for Services. This Agreement for Services is incorporated into the above Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is in reliance on Client having accepted the terms of this Agreement and acknowledgment that Client will execute this Agreement, forthwith. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.
2. **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services, the Proposal identified under "SERVICES TO BE RENDERED."
3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party greater than that set forth in Consultant's proposal, Client's acceptance thereof and this Agreement for Services. The ordering of work from Consultant, or the reliance on

any of Consultant's work, shall constitute acceptance of the terms of Consultant's proposal and this Agreement for Services, regardless of the terms of any subsequently issued document.

4. **CHANGE ORDERS**: Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

5. **PAYMENT**: Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **LIMITATION OF LIABILITY**: Client agrees that Consultant's services will not subject Consultant's individual employees, officers or directors to any personal liability, and that notwithstanding any other provision of this agreement, Client agrees that its sole and exclusive remedy shall be to direct or assert any claim, demand, or suit only against Consultant. Statements made in Consultant's reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

8. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services. All reports and written documents delivered to Client ("Instruments of Service") are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and with Client's permission, Client's contractors, designers and employees for the purpose and the Project described therein and are not to be used or relied upon by third parties or in connection with other projects. Subject to the permitted use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
10. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant's employees. Consultant shall take necessary precautions for the safety of its employees. Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for an agreed to duration and for a mutually acceptable storage charge. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
12. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS:**
- (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
- (b) Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
- (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and arrange for the repair of any alteration and damage.
- (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

(e) Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation selected by any contractor or agent of Client.

(f) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

14. **CERTIFICATIONS**: Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
15. **FAILURE TO FOLLOW RECOMMENDATIONS**: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION**:
 For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES**: If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances. Item # 7
18. **FORCE MAJEURE**: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control.

For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services covered by this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim.
20. **INDEMNITY**: Client agrees to indemnify Consultant, its employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its employees and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Consultant agrees to indemnify Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify each other in proportion to their relative degree of fault. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Consultant, the Client and the party initiating such action shall pay to Consultant the costs and expenses incurred by Consultant to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Consultant shall prevail in such suit.
21. **DISPUTE RESOLUTION**: Consultant may, in Consultant's sole discretion, pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, if a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use non-binding mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party. All questions as to the interpretation or enforceability of this Agreement shall be governed in accordance with the laws of the state where the project is located. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in the state where the project is located. Notwithstanding the foregoing, Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services.
22. **ASSIGNMENT AND SUBCONTRACTS**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this subcontract is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision.

25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's services, whichever occurs earlier.
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT:

Southeastern Engineering Inc.

S&ME, Inc.

BY:

BY:

(Signature)

(Signature)

(Print Name / Title)

(Print Name / Title)

DATE:

DATE:

PROPOSAL NUMBER: 442000179

Client's DIGITAL signature to be treated as original signature



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
Garbage Truck Purchase**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	<p>Solid Waste recently opened bids for an Automated Side Loader Residential Garbage Truck. We had 11 bids and recommend the best bid from Carolina Environmental System for a Heil Body/Mack Chasis combo for \$275,794.00.</p> <p>This is a budgeted item and will be purchased using GMA Leasepool financing.</p>
City Manager's Remarks:	<p>This is a budgeted item that will be paid from the GMA Leasepool. Your approval is recommended.</p>
Financial/Budget Certification:	<p>This is a budgeted item to be paid from the GMA Leasepool.</p>
Legal:	
Associated Information:	

CITY OF CARTERSVILLE AUTOMATED SIDE LOADER BID TAB
June 30, 2020

VENDOR	BODY	CHASIS	ENGINE	TRANSMISSION	PRICE
PEACH STATE FREIGHTLINER DELIVERY: 270-300 DAYS	HEIL COMMANDER	FREIGHTLINER	DD8 7.7L 6 CYL 350 HP @ 2200 RPM	ALLISON 3000	\$287,843.00
PEACH STATE FREIGHTLINER DELIVERY: 270-300 DAYS	HEIL COMMANDER	LABRIE	NOT PROVIDED	NOT PROVIDED	\$321,664.50
CAROLINA ENVIRONMENTAL SYSTEMS DELIVERY: 270-280 DAYS	HEIL COMMANDER	MACK	MP-7 325 HP @ 1900 RPM	ALLISON 4500	\$275,794.00
BRIDGEPORT MANUFACTURING DELIVERY: 90-120 DAYS	BRIDGEPORT RANGER	AUTOCAR	CUMMINGS X12 350 HP @ 2000 RPM	ALLISON 4500	\$296,973.00
VANGUARD TRUCK CENTER DELIVERY: 90-120 DAYS	BRIDGEPORT RANGER	MACK	MP-7 325 HP @ 1900 RPM	ALLISON 4500	\$274,052.00
ACTION TRUCK CENTER DELIVERY: 180-210 DAYS	HEIL COMMANDER	AUTOCAR	CUMMINGS X12 350 HP @ 2000 RPM	ALLISON 4500	\$299,062.00
CRANE CARRIER DELIVERY: 240 DAYS	HEIL COMMANDER	CRANE CARRIER	CUMMINGS L9 330 HP @ 2000 RPM	ALLISON 3000	\$284,576.00
PETERBUILT OF ATLANTA 300 DAYS	HEIL COMMANDER	PETERBUILT	PACCAR PX-9 350 HP @ 2000 RPM	ALLISON 3000	\$252,823.00
PETERBUILT OF ATLANTA 270 DAYS	BRIDGEPORT RANGER	PETERBUILT	PACCAR PX-9 350 HP @ 2000 RPM	ALLISON 3000	\$252,821.00
PETERBUILT OF ATLANTA 300 DAYS	AMREP	PETERBUILT	PACCAR PX-9 350 HP @ 2000 RPM	ALLISON 3000	\$240,983.00
PETERBUILT OF ATLANTA 300 DAYS	NEWWAY	PETERBUILT	PACCAR PX-9 350 HP @ 2000 RPM	ALLISON 3000	\$249,558.00

Item # 8



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
Dumpster Purchase**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	<p>Solid Waste needs to purchase 19 new dumpsters for our commercial garbage service. We would like to purchase the dumpsters from Baker Waste Equipment for a total of \$15,133.00.</p> <p>This is a budgeted item.</p>
City Manager's Remarks:	Your approval of the dumpster purchase from Baker Waste Equipment is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

QUOTATION

Attachment number 1 \nPage 1 of 1

Quote No.: 39055
Date: 05/26/20
Valid Until: 07/17/20
Customer No.: C01232
Customer Ref. No.:
Page No.: Page 1 of 2

BILL TO
City of Cartersville P O Box 1390 Cartersville GA 30120 USA

SHIP TO
City of Cartersville 330 S Erwin St. Dexter-404-391-4131 Cartersville GA 30120 USA

TOTAL
\$ 15,133.00

Sales Employee: Missi Templeton
Contact Name: Dexter Higgins
Terms: N30

Ship Via: BWE Transport, LLC
FOB:

Item No.	Description	Unit Price	Quantity	Total
FL8NBF	Front Loader 8yd Notch Back/Front Baker Green - FN001,	\$ 695.00	9.000	\$ 6,255.00
FL8SNB	Front Loader 8yd Slant Notch Back (no Doors) - BWE Baker Green - FN001,	\$ 763.00	6.000	\$ 4,578.00
FL6SNB	Front Loader 6yd Slant Notch Back (no Doors) - BWE Baker Green - FN001,	\$ 665.00	4.000	\$ 2,660.00

We Appreciate Your Interest In BWE Products, And For This Opportunity To Do Business,

Missi Templeton
Bakers Waste Equipment Inc
BWE South Region Sales Manager
828-448-8371 (cell)
828-726-3001 (main office)
mtempleton@bwe-nc.com (email)
www.bwe-nc.com (website)

*Lead Time: Approx (3) Weeks After Receipt Of Order - Subject To Change At Time Of Order

*Prices Quoted Are Good For 10 Days From The Date Of The Quote

*Sales Tax Will Be Applied Unless BWE Has A Tax Exempt Certificate On File

*Customer Is Responsible And Liable For Offloading Equipment Upon Delivery Unless Alternate Methods Have Been Arranged Prior To Delivery

Order Terms and Conditions:

Order Confirmation – quotes are confirmed into orders based on customer verbal or written confirmation.

Item # 9



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

QUOTATION

Attachment number 1 \nPage 2 of 2

Quote No.: 39055
Date: 05/26/20
Valid Until: 07/17/20
Customer No.: C01232
Customer Ref. No.:
Page No.: Page 2 of 2

Item No.	Description	Unit Price	Quantity	Total
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ALL INFORMATION CONTAINED IN A CONFIRMED QUOTE WILL BE CONSIDERED CORRECT AND ACCURATE AT THE TIME OF THE ORDER

Purchase Orders are recommended and preferred to confirm an order. The quoted product item, price, quantity, and specifications are also acknowledged at the time the order is confirmed.

Prices will be subject to change based on any subsequent alteration to quantity, product design or specification, logistics, or delivery schedule.

*Order Cancellations – cancelled or revised orders if the order is already in production must be approved by BWE and will be subject to 25% cancelation or change order fee.

*Fees may be higher on custom engineered products.

Payment Terms – method and payment terms are confirmed at time of order. New accounts will be subject to a deposit, prepayment, and / or COD payment terms until a credit application can be processed for payment term options

Warranty – standard BWE warranty applies to all new products sold. Warranty date begins on the date the product is received and is only valid if the products have been received, and paid for in full

Shipping Damages – any damages must be noted at the time of delivery to the freight company that delivers the product.

Failure to do so may jeopardize any damage claim to repair, return, or replace the damaged product. Customer is responsible for offloading equipment, and is liable for any damages incurred during offloading

*Return Policy – products must have return authorization from BWE prior to them being returned. Standard items returned are subject to a 25% restocking fee. Fees may be higher or return authorization declined if the products are custom engineered.

*BWE reserves the sole right to waive any return or restocking fees.

Subtotal	\$ 13,493.00
Discount	
Shipping	\$ 1,640.00
Tax	
Total	\$ 15,133.00

Remarks: 9)FL8NBF COVID
6)FL8SNB
4)FL6SNB
2) Truck Loads @ \$820 each

Item # 9



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
Backhoe Repair**

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recommendation:	<p>Our stormwater crew needs to have their backhoe repaired. The Garage was not sure what was wrong with it and had us take it to Franklin Tractor for assessment. We are requesting approval for up to \$8,000.00 to make this repair. The estimate is \$6,314.14 and they are already about \$900 into the work with the breakdown and assessment.</p> <p>This is a budgeted item and we recommend approval.</p>
City Manager's Remarks:	Your approval of the backhoe repair with a not to exceed amount of \$8,000 is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	


FRANKLIN TRACTOR INC.
 2221 HWY 411 NE
 CARTERSVILLE, GA. 30121
 PHONE: 770-382-6855 FAX: 770-382-6861
 PAGE 1

SOLD TO: CITY OF CARTERSVILLE
 ACCTS. PAY. DEPT.
 P.O. BOX 1390
 CARTERSVILLE GA 30120

INVOICE NO.: QU3350
 P.O. NO.:
 START DATE: 7/01/20
 ENDING DATE:

WORK: 770-387-5640
 PRELIMINARY QUOTATION-DATE 7/01/20 @ 9:16AM

ACCT NO.: 04C50
 SALESMAN: CB

QUANTITY	PART NUMBERS/DESCRIPTION/BIN LOCATION	PRICE	AMOUNT
21.00	STANDARD LABOR 7/01/20 TECH:CP	100.00	2100.00
	Shop Supplies		49.77
4.00	FO 2855491R REMAN-IN	825.50	3302.00
CORE	FO 2855491C	150.00	600.00
9.00	FO 4894095 O-RING	7.21	64.89
1.00	FO 504116745 TUBE	73.66	73.66
1.00	FO 2855795 PIPE IN	51.75	51.75
1.00	FO 5801953706 PIPE	24.13	24.13
1.00	FO 5802016084 PIPE	25.40	25.40
1.00	FO 5801953685 PIPE	22.54	22.54
 This is a Estimate to Repair the B95B Backhoe Fuel had Rust & water in it 3 injectors Bad Rust in lines so recommend changing them			

RECEIPTS MUST ACCOMPANY ALL RETURNS
 20% RESTOCKING CHARGE AFTER 30 DAYS
 *** NO RETURNS ON ELECTRICAL OR ***
 ***** SPECIAL ORDER PARTS *****
 ****THANK YOU FOR YOUR BUSINESS****

SUBTOTAL	6314.14
TAX	
TOTAL AMOUNT-->	6314.14

SIGNATURE _____

* - Designates Tax Applied To This Item

INVOICE NO.: QU3350



Item # 10



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
Cass White Rd Gas Relocation**

SubCategory:	Bid Award/Purchases
Department Name:	Gas
Department Summary Recommendation:	The City of Cartersville Gas System is required to relocate some existing facilities along Cass White Road in conjunction with Bartow County's road improvement project. This will require a hot tapping and stopping operation and specialized fittings to complete the project. The single source provider for this operation is Southeastern Natural Gas Services of Rome Inc. and they have quoted \$7,400.00. Southeastern Natural Gas Services has satisfactorily performed this operation for the Gas System in the past, so we recommend accepting their quote.
City Manager's Remarks:	This is related to the Cass White Road widening project by Bartow County. Your approval of the relocation by Southeastern Natural Gas Services of Rome is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

Memorandum

To: Michael Hill

From: Michael Dickson

Date: July 6, 2020

RE: CP-17-002 6 inch Tapping and Stopping

As you know, the Gas System is required to relocate some existing facilities along Cass White Road. in conjunction with Bartow County's road improvement project. This will require a hot tapping and stopping operation and specialized fittings to complete the project. The single source provider for this operation is Southeastern Natural Gas Services of Rome Inc. They have provided a quote of \$7,400.00. Southeastern Natural Gas Services has satisfactorily performed this operation for the Gas System in the past and I recommend accepting their quote.



Quote

Southeastern Natural Gas Services of Rome, Inc.
 1845 Old Cedartown Rd., S.E.
 Lindale, GA 30147
 segas4156@gmail.com

Date 6/30/2020

Estimate #

203

Name / Address

Cartersville Gas Department
 P.O. Box 1390
 Cartersville, GA 30120

Description	Qty	Rate	Unit	Total
Cass White Rd 6" Double Tap & Stop	2	3,700.00	EA	7,400.00
Total				Item # 17,400.00



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
Camera System**

SubCategory:	Bid Award/Purchases						
Department Name:	Police						
Department Summary Recommendation:	<p>I am requesting approval to purchase a covert camera system for investigative purposes. We currently do not have this type of system and it will be a benefit to the police department to have this capability to resolve criminal cases.</p> <p>The police department sent a request for bids (RFB) to three companies. We subsequently received three bids from the companies. The following are the bids from each company that met the specifications:</p> <table><tr><td>Advanced Covert Technology</td><td>\$5,729.00</td></tr><tr><td>Covert Law Enforcement</td><td>\$9,995.00</td></tr><tr><td>Tactical Video</td><td>\$9,997.05</td></tr></table> <p>I recommend the best bid, Advanced Covert Technology, for \$5,729.00. This is a budgeted item and will be paid for out of federal asset forfeiture funds. The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.</p>	Advanced Covert Technology	\$5,729.00	Covert Law Enforcement	\$9,995.00	Tactical Video	\$9,997.05
Advanced Covert Technology	\$5,729.00						
Covert Law Enforcement	\$9,995.00						
Tactical Video	\$9,997.05						
City Manager's Remarks:	This camera system will be a benefit to the police department and will help them to resolve criminal cases. This is a budgeted item and will be paid for by Federal DEA funds. Your approval is recommended.						
Financial/Budget Certification:	This is a budgeted item to be paid from the Federal DEA Fund.						
Legal:							
Associated Information:							



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Tamara Brock, City Manager
From : Chief Frank L. McCann
Date : July 8, 2020
Ref : Purchase of camera system.

I am requesting approval to purchase a covert camera system for investigative purposes. We currently do not have this type of system and it will be a benefit to the police department to have this capability to resolve criminal cases.

The police department sent a request for bids (RFB) for this type of system to three companies. We subsequently received three bids from the companies. The following are the bids for the camera system from each company that met the specifications:

Advanced Covert Technology	\$5,729.00
Covert Law Enforcement	\$9,995.00
Tactical Video	\$9,997.05

I recommend the best bid, Advanced Covert Technology, for \$5,729.00. This is a budgeted item and will be paid for out of federal asset forfeiture funds. The E-Verify and E-Save documents have been submitted to the police department and are on file. I am requesting your support and recommendation for this purchase.



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
CivicPlus Renewal**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	This is the semi-annual fee from CivicPlus, the company that hosts and provides support for our website, in the amount of \$5,484.73.
City Manager's Remarks:	This is the semi-annual maintenance fee for Civic Plus, our website host and support. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



Invoice

#201503

7/1/2020

PO #

**NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)**

CivicPlus
PO Box 1572
Manhattan KS 66505

Bill To

Rebecca Bohlander
CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE GA 30120

TOTAL DUE

\$5,484.73

Due Date: 7/31/2020

Terms	Due Date	PO #	Approving Authority
Net 30	7/31/2020		

Qty	Item	Start Date	End Date
0.5	Semi-Annual Fee for Hosting and Support 7/1/20 - 12/31/20	7/1/2020	6/30/2021
0.5	Department Header Package Semi-Annual Fee 7/1/20 - 12/31/20	7/1/2020	6/30/2021

Total \$5,484.73

Due **\$5,484.73**

A finance charge of 1.5% per month will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If you have any questions, please contact accounting@civicplus.com or 888-228-2233 ext. 291. Please retain this statement for your records. Thank you!



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
Calix Annual Maintenance Renewal**

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	This is the yearly support renewal for our Calix system that we use to deliver fiber optic internet service to our customers. The renewal charge is \$5,995 and is recommended for your approval.
City Manager's Remarks:	Your approval of the Calix annual maintenance renewal is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Calix Network Configuration & Quotation

Customer Name:	City of Cartersville	Quote Reference Number:	620840A - 1
Project Name:	CSP for City of Cartersville - 2020	Quote Type:	Support Programs
Quote Description:	Calix Support Program	Date Created:	June 25, 2020
Author Name:	Matt Graves	Date Modified:	June 25, 2020
Contact Name:	Steven Grier	Quote Expiration:	September 23, 2020

Professional Services Summary		
Calix Part #	Part Description	Price
Services - Hardware		
110-01430	Essential Support Entitlement <500	\$5,995.00
Professional Services Total		\$5,995.00
Grand Total		\$5,995.00

Notes & Optional Equipment and Services

All prices are being quoted in US \$ (Dollars).

Due to rounding, some totals may not correspond with the sum of the separate figures.

Calix Warranty - See Purchase Agreement.

Special Terms:

1. Renewal Period July 13, 2020 - July 12, 2021.

Important Ordering Instructions:

Please include the Calix quote number (found in the upper right hand corner) on your PO. You may also provide an internal PO number to be used with your order. Orders received without an internal PO number will use the Calix quote number by default.

Include contact information (Name, Email & Tel) for the person who will receive the order acknowledgements and shipping notifications as well as the required billing and shipping addresses for your order.

Send Purchase Orders to Calix Order Management:

Email: om@calix.com

Fax: 707-283-3771

You may check the status of your order at any time on our website. (www.calix.com, click Login)

Item # 14



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
Bartow County Radio Quarterly Invoice**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Bartow County has submitted an invoice for Motorola Radios for the first quarter of 2020 in the amount of \$31,445.47. This invoice is recommended for your approval.
City Manager's Remarks:	This is the quarterly invoice from Bartow County for the Motorola Radios. Your approval of the radio quarterly invoice is recommended.
Financial/Budget Certification:	This expenditure is a budgeted item.
Legal:	
Associated Information:	

**STEVE TAYLOR, COMMISSIONER
BARTOW COUNTY
P.O. BOX 543
135 W. CHEROKEE AVE., SUITE 251
CARTERSVILLE, GEORGIA 30120
770-387-5030**

Invoice Date: June 9, 2020

Due Date: June 24, 2020

TO: City of Cartersville
PO Box 1390
Cartersville, GA 30120

Please mail payment
Attn: Alecia Hendrix

To bill for **Motorola Radios** for **1st Quarter 2020**

Agency	# of Radios	Cost per Radio	Total
Police	135	\$104.47	\$14,103.45
Fire	85	\$104.47	\$8,879.95
Fibercom	1	\$104.47	\$104.47
Gas	30	\$104.47	\$3,134.10
Public Works, Rec, etc	10	\$104.47	\$1,044.70
Electric	40	\$104.47	\$4,178.80

Total Due: \$31,445.47

CP Dan
JUN 10 2020



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
Croy Engineering Invoices for Airport**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Croy Engineering is continuing to conduct work at the airport for the Airport Authority and has submitted three invoices for work completed through June 30, 2020 for the Runway Repavement Rehab, Land Acquisition - Phase 2 and Runway RSA Grading Projects. The total of these three invoices is \$45,767.85 and if approved will be paid from the FY 19-20 budget with Bartow County paying their 50% share on future invoices. I recommend approval to pay these invoices.
City Manager's Remarks:	Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



INVOICE

Croy Engineering, LLC
P. O. Box 6097
Marietta, GA 30065-0097
Phone 770.971.5407
Fax 770.971.0620

City of Cartersville
PO Box 1390
Cartersville, GA 30120

Invoice number 21529
Date 06/30/2020

Project **1350.014 Runway Pavement Rehab**

Professional Services: May 16th - June 15th, 2020

Task Order #15
Amendment No. 2

Description	Contract Amount	Percent Complete	Total Billed	Current Billed
Element 10 - Project Formulation	9,700.00	100.00	9,700.00	0.00
Element 11 - Configuration Services	159,500.00	5.00	7,975.00	7,975.00
Element 12 - Construction Plans	28,105.00	75.00	21,078.75	21,078.75
Element 13 - Contract Documents	1,575.00	0.00	0.00	0.00
Element 14 - Engineers/Design Report	17,315.00	0.00	0.00	0.00
Element 15 - Coordination, Review, Comments	7,890.00	0.00	0.00	0.00
Element 16 - Bid Phase Services	8,760.00	0.00	0.00	0.00
Total	232,845.00	16.64	38,753.75	29,053.75

Invoice total **29,053.75**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21529	06/30/2020	29,053.75	29,053.75				
	Total	29,053.75	29,053.75	0.00	0.00	0.00	0.00

PLEASE REMIT TO: Croy Engineering, LLC P O Box 6097 Marietta, GA 30065-0097

Terms: Net cash upon receipt of invoice. A finance charge of 1-1/2% per month may be added to accounts after 30 days.

PLEASE REFERENCE INVOICE NUMBER ON YOUR REMITTANCE

Item # 16



INVOICE

Croy Engineering, LLC
P. O. Box 6097
Marietta, GA 30065-0097
Phone 770.971.5407
Fax 770.971.0620

City of Cartersville
PO Box 1390
Cartersville, GA 30120

Invoice number 21528
Date 06/30/2020

Project **1350.013 Land Acq - Phase 2**

Professional Services: May 16th - June 15th, 2020

Avigation Easement Acquisition Services for Obstruction Removal for Runway 1 Approach

Description	Contract Amount	Percent Complete	Total Billed	Current Billed
Design				
Element 1 - Project Formulation	6,390.00	100.00	6,390.00	0.00
Element 2 - Survey Work	19,180.00	100.00	19,180.00	3,644.20
Element 3 - Appraisal	27,915.00	100.00	27,915.00	0.00
Element 4 - Negotiations and Documentation	19,460.00	74.00	14,400.40	0.00
Element 5 - Exhibit 'A' Update	2,320.00	6.00	139.20	0.00
Subtotal	75,265.00	90.38	68,024.60	3,644.20
Amendment 1				
Element 2 - Survey Work	3,604.00	100.00	3,604.00	3,604.00
Element 6 - Environmental Services	5,650.00	100.00	5,650.00	0.00
Subtotal	9,254.00	100.00	9,254.00	3,604.00
Total	84,519.00	91.43	77,278.60	7,248.20

Invoice total **7,248.20**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21528	06/30/2020	7,248.20	7,248.20				
	Total	7,248.20	7,248.20	0.00	0.00	0.00	0.00

PLEASE REMIT TO: Croy Engineering, LLC P O Box 6097 Marietta, GA 30065-0097

Terms: Net cash upon receipt of invoice. A finance charge of 1-1/2% per month may be added to accounts after 30 days.

PLEASE REFERENCE INVOICE NUMBER ON YOUR REMITTANCE

Item # 16



INVOICE

Croy Engineering, LLC
P. O. Box 6097
Marietta, GA 30065-0097
Phone 770.971.5407
Fax 770.971.0620

City of Cartersville
PO Box 1390
Cartersville, GA 30120

Invoice number 21527
Date 06/30/2020

Project **1350.012 Cartersville - Runway 19 RSA
Grading**

Professional Services: May 16th - June 15th, 2020

Task Order #16

Description	Contract Amount	Percent Complete	Total Billed	Current Billed
Construction				
Project Formulation	2,009.00	100.00	2,009.00	0.00
Construction Administration Services	54,163.00	100.00	54,163.00	0.00
Construction Materials Testing Services	27,968.60	55.00	15,382.73	0.00
Construction Inspection/Observation Services	105,351.00	100.00	105,351.00	0.00
ALP Update, Record Drawings and Final Engineer's Report	7,740.00	50.00	3,870.00	0.00
Environmental	49,733.59	47.29	23,520.36	0.00
Subtotal	246,965.19	82.72	204,296.09	0.00
Construction Amendment No. 1				
Construction Administration Services	38,696.00	65.00	25,152.40	5,804.40
Construction Inspection/Observation Services	73,230.00	45.00	32,953.50	3,661.50
Subtotal	111,926.00	51.91	58,105.90	9,465.90
Total	358,891.19	73.11	262,401.99	9,465.90

Invoice total **9,465.90**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21527	06/30/2020	9,465.90	9,465.90				
	Total	9,465.90	9,465.90	0.00	0.00	0.00	0.00

PLEASE REMIT TO: Croy Engineering, LLC P O Box 6097 Marietta, GA 30065-0097

Terms: Net cash upon receipt of invoice. A finance charge of 1-1/2% per month may be added to accounts after 30 days.

PLEASE REFERENCE INVOICE NUMBER ON YOUR REMITTANCE

Item # 16



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
Travelers Insurance Deductible Invoice**

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Travelers Insurance has submitted a deductible invoice for auto accidents where the city was at fault. The total amount due at this time for these two claims is \$27,508.26 and is recommended for your approval.
City Manager's Remarks:	Your approval of the Travelers Insurance invoice is recommended.
Financial/Budget Certification:	This is a budgeted item to be paid from the city's property and casualty insurance fund.
Legal:	
Associated Information:	

DEDUCTIBLE / SELF-INSURED INVOICE

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
1H538911-810	5001C3085	06/30/2020	000579682	07/15/2020	27,508.26

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

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

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



PAGE 1

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
1H538911-810	5001C3085	06/30/2020	000579682	07/15/2020	27,508.26

CURRENT CHARGES

CLAIM#: FAD7375 **DATE OF LOSS:** 12/14/2017
DESCRIPTION: ID OFFICER J.N. SINIARD REAR-ENDED CV.

CLAIMANT: SALOME K NDEGWA

LOSS 22,826.71
CLAIM TOTAL 22,826.71

CLAIM#: FMA6881 **DATE OF LOSS:** 05/09/2020
DESCRIPTION: SHAWN EVANS STATED ID RAN RED LIGHT AND HE HIT THE OV
 ON THE DRIVER'S

CLAIMANT: SHAWN EVANS

LOSS 4,681.55
CLAIM TOTAL 4,681.55

TOTAL CLAIM(S) DUE \$27,508.26

ACCOUNT SUMMARY

CURRENT CHARGES	27,508.26
PAST DUE CHARGES	0.00
UNAPPLIED PAYMENTS	0.00
TOTAL DUE	27,508.26
DISPUTED ITEMS	0.00
ACCOUNT BALANCE	27,508.26

INSURED NAME: CITY OF CARTERSVILLE
 AGENT NAME: PUBLIC RISK UNDERWRITERS
 AGENT PHONE: (770) 441-1888

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

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



City of Cartersville

City Council Meeting
7/16/2020 7:00:00 PM
Vicon Camera Replacement for Public Safety

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	A number of cameras at the Public Safety Headquarters and Fire Stations 2 and 4 are not functioning due to age and obsolescence. After reviewing the cameras that are obsolete with both the Police and Fire Chief, it is recommended to purchase 39 cameras for these locations, plus the camera license and storage that is needed. Additional purchase of 3 monitors is also necessary. The total cost for the cameras and related equipment, plus installation is \$47,280 and is recommended for your approval.
City Manager's Remarks:	Your approval of the camera purchase for the Public Safety Headquarters and Fire Stations 2 and 4 is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Public Safety Upgrade Quote

<u>Model #</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
V814B	14	\$ 380.00	\$ 5,320.00
BackBox	14	\$ 50.00	\$ 700.00
V804D-	14	\$ 460.00	\$ 6,440.00
Grounding			\$ 500.00
Camera License	28	\$ 100.00	\$ 2,800.00
Camera Storage	30 day Retention		\$ 5,000.00
Dedicated Viewing PC			\$ 1,500.00
Monitors	3	\$ 1,200.00	\$ 3,600.00
Contractor Labor			\$ 8,000.00
Total :			\$ 33,860.00

Fire Dept. Upgrade Quote

<u>Model #</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
V814B-	8	\$ 380.00	\$ 3,040.00
BackBox	8	\$ 50.00	\$ 400.00
V804D-	3	\$ 460.00	\$ 1,380.00
Grounding			\$ 500.00
Camera License	11	\$ 100.00	\$ 1,100.00
Camera Storage	30 day Retention		\$ 3,000.00
Contractor Labor			\$ 4,000.00
Total :			\$ 13,420.00

Budget Number : **\$ 47,280.00**



City of Cartersville

City Council Meeting
7/16/2020 7:00:00 PM
Bartow County Grantwriting Invoice

SubCategory:	Bid Award/Purchases
Department Name:	Administration
Department Summary Recommendation:	Bartow County has submitted an invoice for shared grantwriting services for January 1 through June 30, 2020 in the amount of \$46,733.23, which is recommended for your approval.
City Manager's Remarks:	Your approval of the Bartow County Grantwriting Invoice is recommended.
Financial/Budget Certification:	This is a budgeted expenditure.
Legal:	
Associated Information:	

STEVE TAYLOR, COMMISSIONER
 BARTOW COUNTY
 P.O. BOX 543
 135 W. CHEROKEE AVE., SUITE 251
 CARTERSVILLE, GEORIGIA 30120
 770-387-5030

June 24, 2020

TO: CITY OF CARTERSVILLE
P. O. BOX 1390
CARTERSVILLE, GA 30120

TO BILL YOU FOR CLERICAL ASSISTANT TO GRANTWRITING DEPARTMENT
 FROM JANUARY 1, 2020 THROUGH JUNE 30, 2020

SALARY	\$	25,438.40
FICA	\$	1,946.04
LONG TERM DISABILITY	\$	50.70
WORKER'S COMP INSURANCE	\$	152.64
GROUP INSURANCE	\$	10,394.64
RETIREMENT	\$	8,750.81
TOTAL	\$	46,733.23

CP Dan
 JUN 24 2020



City of Cartersville

**City Council Meeting
7/16/2020 7:00:00 PM
WPCP Nutrient Upgrade - Change Order 3**

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recommendation:	<p>Construction of the Nutrient Removal Upgrade Project at the Water Pollution Control Plant (WPCP) has been underway for approximately sixteen (16) months. The project is proceeding well with improved weather and is approximately 50 percent complete. During the last six (6) months, we have placed a new 120-foot clarifier in service, completed the construction of the new blower building, substantially completed medium voltage power improvements and completed demolition of Clarifier No. 7.</p> <p>Previous change orders have resulted in a net reduction in the cost of the project by \$743,305.53. Change Order No. 3 increases the cost by \$224,664.31 as outlined in the attached summary. This change order also adds 19 days to the contract performance period due to weather. The majority of the cost increase (\$200,022.54) is due to concrete repair work in Bioreactor No. 1 and Bioreactor No. 2 (highlighted in summary). These tanks were originally built in 1986 and have been in service since then. The extent of repairs could not be accurately quantified prior to bidding the project because most of the tank was either underwater or inaccessible for inspection. Other changes include credits for overtime inspections by the resident engineer, changes in materials, sampling equipment and rerouting of a chemical feed line.</p> <p>The net financial impact of all change orders (including Change Order No. 3) is a reduction of the original contract amount by \$518,641.22. If approved, this change order will result in a new contract amount of \$37,044,241.42.</p> <p>Your approval of this change order is recommended.</p>
City Manager's Remarks:	Your approval of this change order is recommended.
Financial/Budget Certification:	This is a bond funded project. All expenses related to the project will be allocated to account 505.3330.54.1347 Nutrient Removal Modifications.
Legal:	
Associated Information:	

Date of Issuance: 7/02/2020	Effective Date: 7/02/2020
Owner: City of Cartersville	Owner's Contract No.: N/A
Contractor: Archer Western LLC	Contractor's Project No.: 219016
Engineer: Hazen and Sawyer	Engineer's Project No.: 32407-003
Project: Cartersville WPCP Upgrade	Contract Name: (Same as Project)

The Contract is modified as follows upon execution of this Change Order:

Description:

Changes to the Contract per the attached WCDs are described below.

1. WCD 013-05 – Credit for overtime hours and Saturday work by resident project representative. See attached WCD 013-05 for clarification. This change decreases the amount of the Contract by \$6,710.00.
2. WCD 013-06 – Credit for overtime hours and Saturday work by resident project representative. See attached WCD 013-06 for clarification. This change decreases the amount of the Contract by \$7,480.00.
3. WCD 023 – Delete 18" Victaulic coupling at Bioreactor 1. See attached WCD 023 for clarification. This change decreases the amount of the Contract by \$7,417.82.
4. WCD 024 – Remove, reinstall, and reroute the existing NPW line which conflict with the 42"/48" ML line. See attached WCD 024 for clarification. This change increases the amount of the Contract by \$14,115.22.
5. **WCD 025 - Furnish and install additional Stamford baffle plates at Final Clarifier #3. See attached WCD 025 for clarification. This change increases the amount of the Contract by \$41,995.10.**
6. WCD 026 – Replace existing sodium bisulfite line with a hose and casing system as specified in RFP #022 Rev01. See attached WCD 026 for clarification. This change increases the amount of the Contract by \$21,234.01.
7. WCD 027 – Modify the light fixture photocells at the Solids Storage canopy. See attached WCD 027 for clarification. This change increased the amount of the Contract by \$1,869.00.
8. **WCD 028 – Add concrete repairs to Bioreactor #1 initial scope as specified in the submitted Summary of Work. See attached WCD 028 for clarification. This change increases the amount of the Contract by \$44,445.48.**
9. WCD 029 – Delete influent and effluent composite samplers from scope of work. See attached WCD 029 for clarification. This change decreases the amount of the Contract by \$35,226.65.
10. WCD 030 – Change specified material for anti-fouling coating at Clarifiers #1, #2, and #3 to an alternate product. See attached WCD 030 for clarification. This change decreases the amount of the Contract by \$8,400.00.
11. WCD 031 – Modify the weir plates' heights, thickness, and material type in Bioreactors #1 and #2. See attached WCD 031 for clarification. This change increases the amount of the Contract by \$7,394.69.
12. **WCD 032 – Add concrete repairs to Bioreactor #2 initial scope as specified in the submitted scope of work and in PCO 43. Remove sludge from Bioreactors #1 and #2 to 2-11-2020 as specified in PCO 27. See attached WCD 032 for clarification. In total, these changes increase the amount of the Contract by \$81,361.25.**
13. WCD 033 – Change disk filter wiring. See attached WCD 033 for clarification. This change increases the amount of the Contract by \$3,268.22.
14. **WCD 035 – Repair Bioreactor #1 slab and remove sludge from Bioreactors #1 and #2 after 2-11-2020 as specified in PCO 35. See attached WCD 035 for clarification. This change increases the amount of the Contract by \$74,215.81.**

15. Add 19 days to the Contract for all subsequent milestones for weather delays for January-April 2020.

Attachments: *[List documents supporting change]*

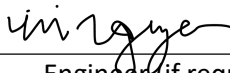
WCDs 013-05, 013-06, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 035

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>37,562,882.64</u>	Original Contract Times: Milestone 1: <u>300 Days</u> Milestone 2: <u>540 Days</u> Substantial Completion: <u>900 Days</u> Ready for Final Payment: <u>960 Days</u> <div style="text-align: right;">days or dates</div>
[Decrease] from previously approved Change Orders No. 1 and No. 2: \$ <u>743,305.53</u>	[Increase] from previously approved Change Orders No. 1 and No. 2: Milestone 1: <u>25 Days</u> Milestone 2: <u>14 Days</u> Substantial Completion: <u>14 Days</u> Ready for Final Payment: <u>14 Days</u> <div style="text-align: right;">days</div>
Contract Price prior to this Change Order: \$ <u>36,819,577.11</u>	Contract Times prior to this Change Order: Milestone 1: <u>325 Days</u> Milestone 2: <u>554 Days</u> Substantial Completion: <u>914 Days</u> Ready for Final Payment: <u>974 Days</u> <div style="text-align: right;">days or dates</div>
[Increase] of this Change Order: \$ <u>224,664.31</u>	[Increase] of this Change Order: Milestone 1: <u>0 Days</u> Milestone 2: <u>19 Days</u> Substantial Completion: <u>19 Days</u> Ready for Final Payment: <u>19 Days</u> <div style="text-align: right;">days</div>
Contract Price incorporating this Change Order: \$ <u>37,044,241.42</u>	Contract Times with all approved Change Orders: Milestone 1: <u>325 Days</u> Milestone 2: <u>573 Days</u> Substantial Completion: <u>933 Days</u> Ready for Final Payment: <u>993 Days</u> <div style="text-align: right;">days or dates</div>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Senior Principal Engineer</u>	Title _____	Title _____
Date: <u>7/02/2020</u>	Date _____	Date _____

Approved by Funding Agency (if applicable)

 By: _____ Date: _____
 Title: _____