



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 – 1/16/2020
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. January 2, 2019 (Pages 1 - 10)

[Attachments](#)

B. Appointments

1. Appointment and Swearing in of Municipal Court Judge (Page 11)

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2. Appointment and Swearing in of Assistant Municipal Court Judge (Page 12)

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3. Appointment and Swearing in of Assistant Municipal Court Judge (Page 13)

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4. Planning Commission (Page 14)

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C. Presentations

1. 2019 Audit Presentation (Pages 15 - 59)

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D. Second Reading of Ordinances

1. Tennis Court Reservations (Page 60 - 61)

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E. Resolutions

1. Anheuser-Busch LLC MOU (Pages 62 - 96)

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F. Contracts/Agreements

1. Farmers Market Coordinator Position (Pages 97 - 100)

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G. Change Order

1. WPCP Nutrient Upgrade – Change Order No. 2 (Pages 101 - 183)

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H. Bid Award/Purchases

1. Etowah Drive Water Main Relocation (Pages 184 - 188)

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2. Five Patrol Vehicles (Pages 189 - 194)

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3. Three Undercover Vehicles (Pages 195 - 200)

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4. 1000kVA Transformer (Pages 201 - 202)

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5. 2500kVA Transformer (Pages 203 - 204)

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6. Decorative Christmas Lighting (Pages 205 - 206)

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7. New World Software Maintenance Costs (Pages 207 - 208)

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8. Barracuda Annual Maintenance (Pages 209 - 211)

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9. Residential Meters (Pages 212 - 214)

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I. Other

1. Monroe County, MS Taxes (Pages 215 - 217)

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2. Request for Placement of Toni Morrison Memorial Bench (Pages 218 - 222)

[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
1/16/2020 7:00:00 PM
January 2, 2019

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
January 2, 2019
8:00 A.M. – Work Session
9:00 A.M. – Council Meeting

I. Opening Meeting

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Wren.

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; 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 David Archer, City Attorney.

Absent: Cary Roth, Council Member Ward Three

II. Regular Agenda

A. Council Meeting Minutes

1. December 19, 2019

A motion to approve the December 19, 2019 City Council Meeting Minutes as presented was made by Council Member Cooley and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0.

Motion to add three items to the agenda was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

Added Items:

1. Swearing in of Officials

Matt Santini, Jayce Stepp, Calvin Cooley and Taff Wren were sworn in by Meredith Ulmer, City Clerk.

2. Mayor Pro Tem

Council Member Stepp made a motion to nominate Calvin Cooley to be Mayor Pro Tem. The motion was seconded by Council Member Wren and was carried unanimously. Vote: 5-0.

3. City Manager Contract Renewal

Council Member Fox made a motion to renew the City Manager contract for Tamara Brock. The motion was seconded by Council Member Stepp and carried unanimously. Vote: 5-0.

B. Resolutions

1. Annual Update of CIE & STWP in Accordance with Impact Fee Requirements

Randy Mannino, Planning and Development Department Head stated Cartersville adopted Impact Fees in the last quarter of 2006 which went into effect in January 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan as we collect said impact fees and/or have an adopted impact fee ordinance. As you are aware, we held the required public hearing for the updated information on November 7, 2019, and Council approved a resolution allowing this item to be transmitted to the Northwest Georgia Regional Commission (NWGRC) and the Department of Community Affairs (DCA) for their review and approval. They approved the document, and we are required to formally adopt it.

Staff recommends that Council approve this resolution adopting the Annual Update.

Motion to approve Annual Update of CIE & STWP in Accordance with Impact Fee Requirements was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0.

Resolution No.

ADOPTION RESOLUTION

Capital Improvements Element

WHEREAS, The City of Cartersville adopted a Capital Improvements Element as an amendment to the *Cartersville Comprehensive Plan*; and

WHEREAS, The City of Cartersville has prepared an Annual Update to the adopted Capital Improvements Element and Short Term Work Program; and

WHEREAS, the Capital Improvements Element Annual Update was prepared, submitted, and reviewed in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and an advertised Public Hearing was held on November 7, 2019 at 7:00 P.M. in the City Council meeting room at Cartersville City Hall; and

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby approve and adopt the Capital Improvements Element Annual Update attached

hereto and incorporated herein as Exhibit "A" as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED THIS DAY, THE 2nd OF JANUARY, 2020.

Mayor, City of Cartersville, Georgia

ATTEST:

City Clerk

2. Transfer of Old Fire Station, 19 North Erwin St

David Archer, City Attorney stated this resolution authorizes the transfer of the old fire station at 19 North Erwin Street to the Cartersville Building Authority as the Authority is willing to coordinate the rehabilitation of the property. The resolution states that an intergovernmental agreement be entered between the City and the Authority in regard to the City's and Authority's responsibilities for the property.

Motion to approve the transfer of Old Fire Station, 19 North Erwin St was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

C. Other

1. ROW Deed of Dedication Havenwood Project

Tommy Sanders, Public Works Department Head stated the right of way deed of dedication is to dedicate a 0.041 acre right of way to the City for the Havenwood project. This request is for Council to approve the deed of dedication and approval of the Mayor and City Clerk to sign the same.

A motion to approve the ROW Deed of Dedication Havenwood Project as presented was made by Council Member Stepp and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

2. Endorsement Addendum for Water Maintenance Bond, Havenwood Project

Bob Jones, Water Department Head stated the endorsement is an addendum to the maintenance bond for this project. The original maintenance bond only listed water and the endorsement corrects the maintenance bond to read both "water & sewer". This endorsement needs to be approved by Council and signed by the Mayor.

Motion to approve Endorsement Addendum for Water Maintenance Bond, Havenwood Project was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

D. Change Order

1. Historic Downtown Water Main Replacement Final Change Order

Mr. Jones stated on November 1, 2018, Council authorized the construction of the Historic Downtown Water Main Replacement Project and that project is now complete. The original construction contract was awarded to RDJE Inc. in the amount of \$1,397,102.40. This final change order will reduce the contract amount by \$338,552.61 for a final construction cost of \$1,057,473.79.

Mr. Jones recommended approval of the change order.

Motion to approve Historic Downtown Water Main Replacement Final Change Order was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

E. Contracts/Agreements

1. ARC MOA Amendment

Mr. Jones stated on August 2, 2018, Council approved a Memorandum of Agreement (MOA) with the Atlanta Regional Commission (ARC) to represent the City in legal action against the Corps of Engineers (original MOA attached). If successful, this action could result in the allocation of an additional ten (10) million gallons per day (MGD) of raw water to the City. This action represents the best chance we have had in the past 25 years to acquire additional water from the lake.

The original agreement contains language that requires an annual payment of \$200,000 (Paragraph 2d). ARC notified us two weeks ago that they have a funding balance and do not need to charge the full \$200,000 this year. Per ARC lawyers, the contract does not allow them to charge more or less thus the need for the amendment. The proposed amendment would change the MOA verbiage to allow charges up to \$200,000 per year.

The proposed change would allow us to pay less than anticipated for 2019. I recommend approval of amendment.

Motion to approve the ARC MOA Amendment was made by Council Member Fox and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

2. Floyd County Corrections

Tom Gilliam, Parks and Recreation Department Head stated this is an agreement with Floyd County Corrections to furnish three (3) full-time work details and one (1) part-time work detail to the City of Cartersville's Parks & Recreation and Public Works Departments. This agreement will be in force until December 31, 2022. The contracted price is \$237,777.99 and this is a budgeted item for both the Parks & Recreation and Public Works Departments.

Motion to approve Floyd County Corrections was made by Council Member Stepp and seconded by Council Member Cooley. Motion carried unanimously. Vote: 5-0.

3. Poolside Inc.

Mr. Gilliam stated the Parks and Rec Department is requesting approval of the listed work necessary at the Senior Aquatic Center.

Below is the scope of tile work quoted by Poolside Inc.

- Removal of all existing white 1" X 1" tile from deck, waterline, steps, benches, walls, and diamond swim lanes.
- Removal of all existing C-701/S-812 blue trim tile on benches, steps, and deck coping edge.
- Installation of new 1" X 1" tile in Color Blend approved by City staff to deck, waterline, and swim lane diamonds.
- Installation of C-701/S-812 trim tile in approved color A43-Light Smoke on bench, step, and coping edges.
- Benches and Steps will be plastered with S-812 trim only along edge.
- Peninsula will be plastered with C-701 trim only at top edge. Step walls will be plastered.

Scope of replaster work:

- Prep pool, cut and chip around fittings and underneath tile.
 - Clean pool and apply a full coverage bond coat.
 - Apply new marcite plaster, color white. Includes new white goods and main drain grates.
- Contractor will balance the water and instruct on brushing procedures and maintenance which will be handled by CPRD.

Scope of deck work:

- Remove existing coating from deck, flood entire area and check drainage, and apply leveling material if needed to facilitate proper drainage.
- Apply (2) coats of ICT Pro Color Seal with the final coat to receive a non-slip additive. Includes two new caulk joints, one between tile and deck and the other between the deck and the wall.

Motion to approve Poolside Inc was made by Council Member Cooley and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

F. First Reading of Ordinances

1. Tennis Court Reservations

Mr. Gilliam stated the Parks and Rec Department is requesting that the ordinance regarding payments for reservations of its tennis courts be updated as follows:

(1) The City of Cartersville shall allow for reservations of its tennis court, through physical, electronic, and/or web-based applications.

(2) The following fees are authorized:

a) two (2) hour court rental – Five and No/100 (\$5.00) Dollars;

b) a point of sale fee of 2.3% per court transaction, and a fee between 0.10 to 0.20 cents per transaction shall be assessed depending on the current vendor contract, if a web-based application is being used.

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

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 15. PARKS AND RECREATION. ARTICLE I. IN GENERAL. SEC. 15-16 – 15-30. RESERVED. is hereby amended by deleting said sections in their entirety and replacing them as follows:

1.

Sec. 15-16. Tennis Court Reservations.

(1) The City of Cartersville shall allow for reservations of its tennis court, through physical, electronic, and/or web-based applications.

(2) The following fees are authorized:

a) two (2) hour court rental – Five and No/100 (\$5.00) Dollars;

b) a point of sale fee of 2.3% per court transaction, and a fee between 0.10 to 0.20 cents per transaction shall be assessed depending on the current vendor contract, if a web-based application is being used.

Sec. 15-17 – 15-30. Reserved.

2.

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

G. Change Order

1. Fabric Duct Sock for Senior Aquatic Center

Mr. Gilliam stated this is a Change Order through Arrow Mechanical Inc. to replace the Fabric Duct Sock located in the pool area of the Senior Aquatic Center. When the current duct sock is running, disintegrated insulation is blowing out of the duct sock causing blockages of the supply outlets and that disintegrated insulation is falling onto the pool deck. The current duct sock will not allow the air to be evenly distributed resulting in an increase in dead spots to air flow, growth of corrosion and condensation, and will create poor air quality for our patrons. There is also evidence of wear and tear which has occurred due to the quick restart the current dehumidifier unit creates when started up. The duct sock quickly inflates after being deflated and this has caused the sock to completely detach from the duct work connected to the current dehumidifier unit a number of times. With the new system, a VFD (Variance Frequency Drive) will be installed creating a slow/gradual restart, which will alleviate this issue.

The functions of the duct sock are as follows:

- Prevents condensation
- Prevents corrosion
- Prevents temperature and humidity stratification
- Removes airborne disinfectant by-products such as chloramines (chemical by-product of chlorine binding to water contaminates, by-product is the “chlorine smell” which is hazardous to breathe and corrosive to the dehumidification system)
- Provides effective mixing throughout the space
- Delivers fresh, outdoor air to the swimmers’ breathing zone (right above the water), to the breathing zone of people on the deck and to spectators.

I recommend the purchase of this Fabric Duct Sock through Arrow Mechanical Inc. in the amount of \$38,750.00.

A motion to approve Fabric Duct Sock for Senior Aquatic Center was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

H. Other

1. Elections Invoice from Bartow County

Meredith Ulmer, City Clerk stated this is our elections invoice from Bartow County in the amount of \$11,298.94.

Motion to approve the Elections Invoice from Bartow County was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote: 5-0.

I. Bid Award/Purchases

1. Highway 411 Bore Approval

Todd Jesse, GIS Manager stated the Fiber Department was contacted by Savoy Car Museum (Anverse, Inc.) about getting electrical and communication conduits placed underground on Highway 411 to service this facility. Staff has received pricing from a contractor to conduct this work which will include three 4" conduits for power, and two 4" conduits for communications. If approved, the city will own one of the 4" communication conduits.

The proposed cost for this project is as follows:

NCI, Inc - Boring and conduits	\$17,772.00
Luffman-Byers Engineering & Permitting	\$ 2,500.00
FiberCom - Construction Management	\$ 520.00
Total Proposed Cost	\$20,792.00

I recommend approval for this Highway 411 bore that will be reimbursed by Anverse, Inc.

Motion to approve the Highway 411 Bore Approval was made by Council Member Hodge and seconded by Council Member Fox. Motion carried unanimously. Vote: 5-0.

J. Other

1. Approval for RFP for Automated Metering Infrastructure System

Tamara Brock, City Manager stated City staff from several departments have met numerous times with members of UMS, Inc. who the city contracted with to prepare a Request for Proposal (RFP) on an automated metering infrastructure program. The proposed RFP has

been prepared after reviewing the existing city utility meter database and discussing current and future uses of a meter reading system with City staff. Since this project is estimated to be approximately \$11 million dollars, we are seeking City Council approval before the RFP is issued.

Motion to for the Approval for RFP for Automated Metering Infrastructure System was made by Council Member Fox and seconded by Council Member Stepp. Motion carried unanimously. Vote: 5-0.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 5-0.

Meeting Adjourned

/s/ _____
Matthew J. Santini, Mayor

ATTEST:

/s/ _____
Meredith Ulmer, City Clerk



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
Appointment and Swearing in of Municipal Court Judge**

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This is the annual reappointment of Municipal Court Judge, Harry White, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM**

Appointment and Swearing in of Assistant Municipal Court Judge

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This is the appointment of Assistant Municipal Court Judge, Samir Patel, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this appointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM**

Appointment and Swearing in of Assistant Municipal Court Judge

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	This is the annual reappointment of Assistant Municipal Court Judge, Jay Choate, as required according to statute per Keith Lovell.
City Manager's Remarks:	Your approval of this reappointment is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
1/16/2020 7:00:00 PM
Planning Commission

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	The Planning Commission has four members whose terms are expiring. The terms of Steven Smith - Ward 2, Harrison Dean - Ward 4, Jeffrey Ross - Ward 6 and Lamar Pendley - Mayor's appointee will expire January 31, 2020. If these Board members are reappointed, the new term for Wards 2, 4 and 6 would expire on January 31, 2024. The new term for the Mayor's appointee would expire on January 31, 2022.
City Manager's Remarks:	Your approval of the Planning Commission reappointments is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
2019 Audit Presentation**

SubCategory:	Presentations
Department Name:	Finance
Department Summary Recommendation:	Adam Fraley and Christopher McKellar from Mauldin and Jenkins will present the FY 2019 audit report.
City Manager's Remarks:	No action is needed on the part of Council.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville, Georgia

Auditor's Discussion & Analysis
Financial & Compliance Audit Summary
June 30, 2019



Presented by:

**MAULDIN
& JENKINS**

City of Cartersville, Georgia

Auditor's Discussion & Analysis (AD&A)

June 30, 2019

PURPOSE OF ANNUAL AUDIT AGENDA

- ◆ Engagement Team and Firm Information.

- ◆ Overview of:
 - Independent Auditor's Report;
 - Financial Statements, Footnotes and Supplementary Information; and
 - Compliance Reports.

- ◆ Required Communications under Government Auditing Standards.

- ◆ Accounting Recommendations and Related Matters.

- ◆ Other Items and Closing Thoughts.



City of Cartersville, Georgia

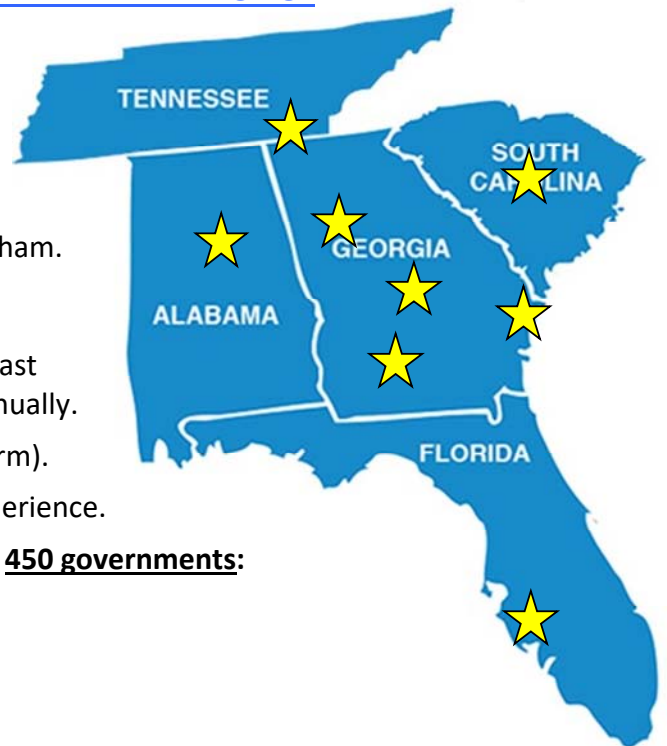
Auditor's Discussion & Analysis (AD&A)

June 30, 2019

MAULDIN & JENKINS – GOVERNMENTAL PRACTICE

General Information:

- Founded in 1918. Approx. 300 personnel. Large regional Southeastern firm.
- Offices in Macon, Atlanta, Albany, Savannah, Bradenton, Chattanooga, Columbia and Birmingham.



Governmental Sector:

- Serve more governmental entities in the Southeast than any other firm with over 100,000 hours annually.
- Largest industry niche served by Firm (28% of Firm).
- Over 100 people with current governmental experience.
- **In past three (3) years, we have served approx. 450 governments:**
 - ✓ 115 cities;
 - ✓ 55 counties;
 - ✓ 55 school systems and 40 charter schools;
 - ✓ 40 state entities;
 - ✓ 45 stand-alone business-type special purpose entities (water/sewer, transit, gas, electric, and airports, etc.);
 - ✓ 105 stand-alone governmental special purpose entities (housing, development, industrial, other educational, health & welfare, retirement, libraries, etc.);
 - ✓ 115 governments awarded the GFOA's and, or ASBO's Financial Reporting Certificates.
- Experience performing forensic audit services and information technology consultations.
- Experience performing municipal bond debt issuance attestation services serving approx. 50 clients with over \$11 billion in aggregate publicly issued debt instruments.
- Considered to be in the Top 20 total number of Single Audits conducted in U.S.A.

Engagement Team Leaders for City of Cartersville Include:

- Adam Fraley – Partner – over 20 years experience
- Wade Sansbury – Quality Assurance Partner – over 20 years experience
- Christopher McKellar – Director – 14 years experience
- Brittany Wischmeyer – Senior – 3 years experience



City of Cartersville, Georgia

Auditor's Discussion & Analysis (AD&A)

June 30, 2019

MAULDIN & JENKINS – ADDITIONAL INFORMATION

Other Industries & Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

Industries Served: Over the years our partners have developed expertise in certain industries representative of a cross section of the Georgia economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business type operations, libraries, and other special purpose entities)
- SEC Registrants
- Wholesale Distribution
- Agri-Businesses
- Manufacturing
- Professional Services
- Employee Benefit Plans
- Financial Institutions (community banks, savings & loans, thrifts, credit unions, mortgage companies, and finance companies)
- Non-Profit Organizations
- Retail Businesses
- Long-term Healthcare
- Construction & Development
- Individuals, Estates and Trusts
- Real Estate Management

Services Provided: This diversity of practice enables our personnel to experience a wide variety of business, accounting and tax situations. We provide the traditional and not-so-traditional services such as:

- Financial Audit/Review/Compilation
- Compliance Audits & Single Audits
- Agreed-Upon Procedures
- Forensic Audits
- Bond Issuance Services
- Performance Audits
- State Sales Tax Matters
- International Tax Matters
- Business & Strategic Planning
- Profitability Consulting
- Budgeting
- Buy-Sell Agreements & Business Valuation Issues
- Income Tax Planning & Preparation
- Multi-State Income Tax Issues
- Information Systems Consulting
- Cost Accounting Analysis
- Healthcare Cost Reimbursement
- Outsourced Billing Services
- Fixed Asset Inventories
- Succession & Exit Strategy Consulting
- Estate Planning
- Management Information Systems
- Employee Benefit Plan Administration
- Merger/Acquisition & Expansion Financing

City of Cartersville, Georgia

Auditor's Discussion & Analysis (AD&A)

June 30, 2019

INDEPENDENT AUDITOR'S REPORT

The independent auditor's report has specific significance to readers of the financial report.

Management's Responsibility for the Financial Statements

The financial statements are the responsibility of management.

Auditor's Responsibility

Our responsibility, as external auditors, is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We planned and performed our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Opinion

We have issued an unmodified audit report (i.e., "clean opinion"). The respective financial statements are considered to present fairly the financial position and results of operations as of, and for the year ended June 30, 2019.

Other Matters

Certain required supplementary information and other information is included in the financial report, and as directed by relevant auditing standards, we have not expressed an opinion or provided any assurance on the respective information.

Other Reporting

Government Auditing Standards require auditors to issue a report on our consideration of internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. We have issued such a report and reference to this report is included in the independent auditor's report.

City of Cartersville, Georgia

Auditor's Discussion & Analysis (AD&A)

June 30, 2019

REVIEW OF COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

General Information About the CAFR

A Comprehensive Annual Financial Report (CAFR) goes beyond the normal financial reporting required by accounting principles generally accepted in the United States. A CAFR includes at a minimum the following elements/sections:

- **Introductory Section:** general information on the City's structure and the services it provides.
 - Letter of Transmittal
 - Organizational Chart
 - Directory of Officials
 - Certificate of Achievement for Excellence in Financial Reporting
- **Financial Section:** basic financial statements, footnotes and required supplementary information along with the auditor's report.
 - Independent Auditor's Report
 - Management Discussion & Analysis (MD&A)
 - Financial Statements and Footnotes
- **Statistical Section:** broad range of financial, demographic information useful in assessing the City's economic condition, and this information covers multiple years.
 - Financial Trends Information
 - Revenue Capacity Information
 - Debt Capacity Information
 - Operating Information

A CAFR goes far beyond the basic requirements of annual financial reporting, and the City should be commended for going beyond the minimum and providing such a report.

City of Cartersville, Georgia

Auditor's Discussion & Analysis (AD&A)

June 30, 2019

OVERVIEW OF FINANCIAL STATEMENTS

The City's basic financial statements include three components:

- 1) Government-wide financial statements;
- 2) Fund financial statements; and
- 3) Notes to the financial statements.

The **government-wide financial statements** provide a broad overview of all of the City's funds, as well as its discretely presented component units – the Cartersville Building Authority and the City of Cartersville Board of Education. The *Statement of Net Position* presents information on all assets (and deferred outflows) and liabilities (and deferred inflows) of the City, with the resulting difference reported as net position. The *Statement of Activities* presents information showing how the City's net position changed during the most recent fiscal year. Revenues are categorized as program revenues or general revenues. Expenses are categorized by function.

The **fund financial statements** more closely resemble the financial statements as presented prior to the adoption of GASB Statement No. 34. All of the funds of the City can be divided into three (3) categories: governmental funds (includes the General Fund), business-type funds, and fiduciary funds.

The City also includes, as part of the CAFR, the Single Audit schedules and reports.

Government-Wide (Full-Accrual) Financial Statements

As noted above, the financial report of the Government includes two (2) entity-wide financial statements: a *Statement of Net Position*; and a *Statement of Activities*.

Highlights of the government-wide statements notes total assets (and deferred outflows of resources) of approximately \$465,000,000 offset by liabilities (and deferred inflows of resources) of approximately \$154,000,000. This results in the Government reported net position (or equity) of approximately \$311,000,000. Important to note the pension related deferred outflows and inflows along with the net pension liability (required of GASB No. 68) all of which nets to a net liability effect of \$27,000,000. It is also important to note the OPEB related deferred outflows and inflows along with the total OPEB liability (required of GASB No. 75) all of which nets to a net liability effect of \$23,000,000. A substantial element of the net position is composed of a net investment in capital assets in the approximate amount of \$243,000,000. Restricted net position amounts to approximately \$8,000,000 leaving a negative unrestricted net position of approximately \$60,000,000.

City of Cartersville, Georgia

Auditor's Discussion & Analysis (AD&A)

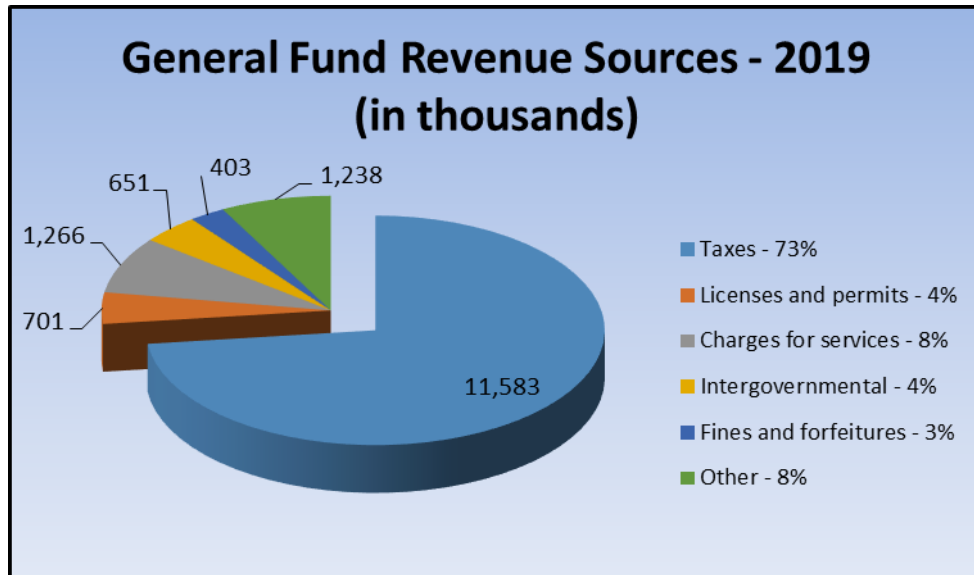
June 30, 2019

The *Statement of Activities* attempts to report expenses in the first column with direct offsetting program revenues to the adjacent columns to arrive a net cost of the functional areas of operation. General revenues (primarily property taxes and sales taxes) come to the rescue of the net cost functional areas resulting in the Government reporting a change in net position of approximately \$19,000,000 for the fiscal year ended June 30, 2019.

General Fund (in thousands)

Of primary interest to the City is the **General Fund**, which accounts for the majority of revenues received and funds expended in the operations of the City, including general government activities, judicial, public safety, public works, culture and recreation, and planning and development. The following charts present the sources of revenues and the expenditures of the General Fund for the fiscal year ended June 30, 2019:

Total General Fund revenues for the fiscal year ended June 30, 2019 were \$15,842. Revenues of the prior year were \$16,104. Below is a trending of the City's General Fund revenues over the past five (5) years.

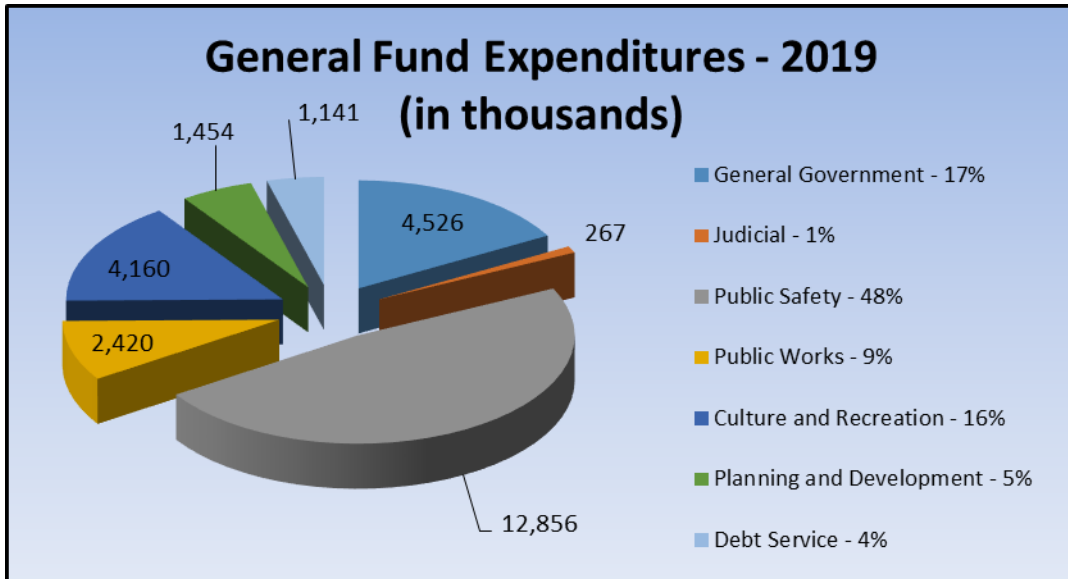


City of Cartersville, Georgia

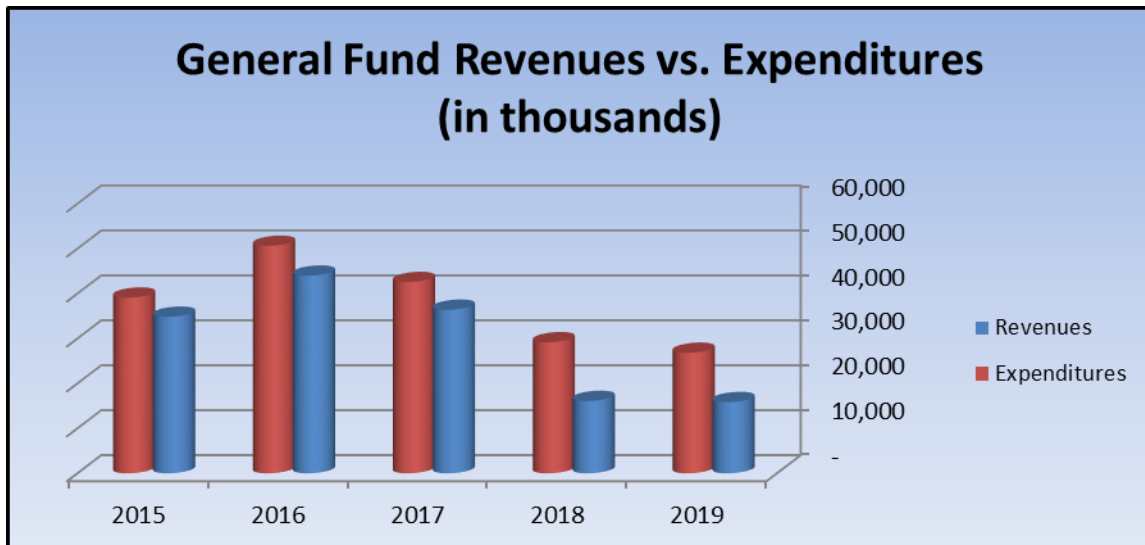
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Total expenditures during the year ended June 30, 2019 were \$26,824. Expenditures of the prior year were \$29,156. This was a decrease of \$2,332,000.



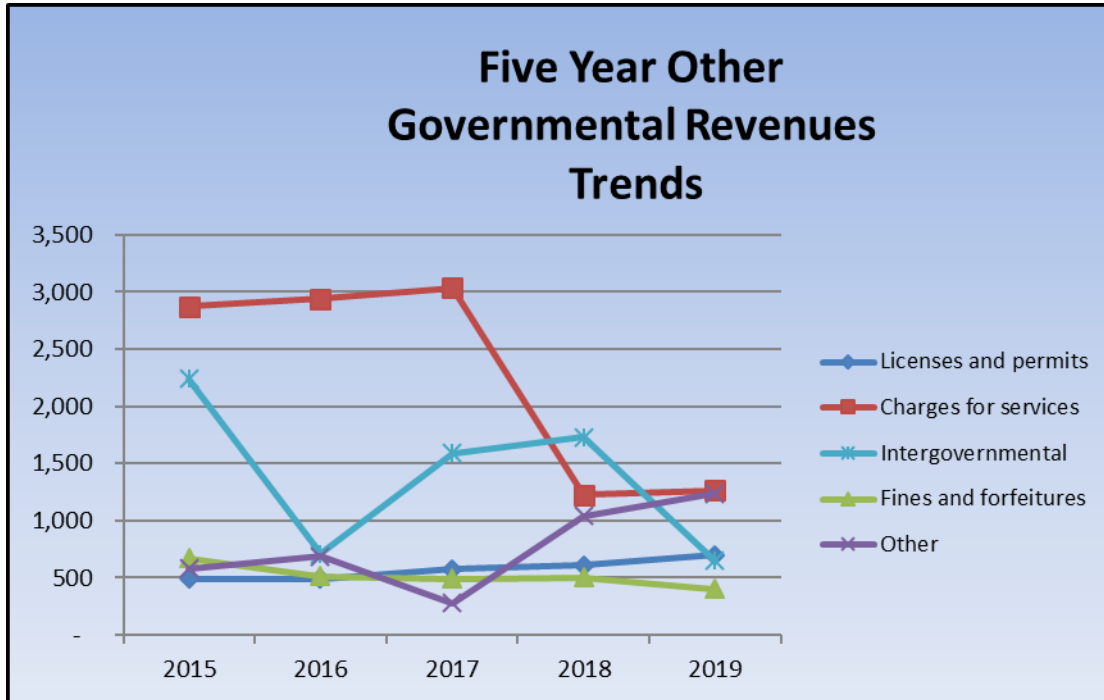
More detailed explanations of variances can be found in the Management's Discussion and Analysis section of the financial statements. An analysis of General Fund revenues and expenditures for each of the last five fiscal years is as follows.



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Other Governmental Funds

The City also maintains ten (10) *special revenue funds*. These funds account for revenues derived from specific sources which are legally restricted to finance particular functions or activities. The City also maintains one (1) *Capital projects fund* to be used to account for SPLOST revenues and expenditures related to the renovation and/or construction of major capital assets.

Proprietary Funds

The City maintains six (6) proprietary funds. These funds account for revenues derived from specific charges for services.

Footnotes

Note 1 – Accounting Policies: This footnote discusses the overall organization of the City and the nature of its operations. This note also discloses pertinent information regarding the governing body of the City.

This footnote continues by sharing with a reader of the financial statements the significant accounting policies and principles utilized in the preparation of the financial statements.

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Note 2 – Legal Compliance – Budgets: This footnote discloses the City's procedures in establishing its annual budget and discloses the City's excesses of actual expenditures over appropriations for the year.

Note 3 – Deposits and Investments: This disclosure addresses common deposit and investment risks related to credit risk, concentration of credit risk, and interest rate risk.

Note 4 – Receivables: This footnote discloses the City's property tax calendar and detailed information on various receivable (and allowances for doubtful receivables) balances.

Note 5 – Capital Assets: This footnote discloses the City's capital asset activity and its related accumulated depreciation for the year.

Note 6 – Long-Term Debt: This footnote discloses the City's long-term debt activity for the year, and other information and maturities for this long-term debt.

Note 7 – Interfund Receivables, Payables, and Transfers: This footnote discloses detailed information on the City's interfund balances and transfers and the purpose of these balances and transactions.

Note 8 – Defined Benefit Pension Plan: This footnote discloses the details of the City's Deferred Benefit Plan.

Notes 9 – Other Postemployment Benefit Plans: This footnote discloses the details of the City's Other Postemployment Benefit Plan.

Notes 10 – Joint Ventures: This footnote discloses the City's relationship with the Northwest Georgia Regional Commission.

Note 11 – Risk Management: This footnote discloses the City's various risks of loss and the measures the City has taken to mitigate those potential losses.

Notes 12 – Commitments and Contingent Liabilities: This footnote discloses the contingencies from potential litigation, claims, and assessments filed against the City and significant contractual commitments of the City at year-end.

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Note 13 – Hotel/Motel Lodging Tax: This footnote discloses the City's tax rate for hotel/motel taxes, along with the amounts and nature of these revenues and expenditures.

Note 14 – Motor Vehicle Excise Tax: This footnote discloses the City's tax rate for rental excise taxes, along with the amounts and nature of these revenues and expenditures.

Note 15 – Fund Deficits: This footnote discloses the City's funds that have a deficit fund balance or net position at year end.

Note 16 – Related Organizations: This footnote discloses different related organizations within the City and their relationship with the City.

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COMPLIANCE REPORTS

The financial report package contains one (1) compliance report.

Yellow Book Report: This compliance report is a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The tests of internal controls were those we determined to be required as a basis for designing our financial statement auditing procedures. Such tests also considered the City's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. In accordance with the respective standards, the report is **not** intended to provide an opinion, but to provide a form of negative assurance as to the City's internal controls and compliance with applicable rules and regulations.



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REQUIRED COMMUNICATIONS

The Auditor's Responsibility Under *Government Auditing Standards* and Auditing Standards Generally Accepted in the United States of America

Our audit of the financial statements of City of Cartersville, Georgia (the "City") for the year ended June 30, 2019 was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplishes that objective.

In accordance with *Government Auditing Standards*, we have also performed tests of controls and compliance with laws and regulations that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on the City's internal control or compliance with laws and regulations.

Accounting Policies

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. There are several new accounting standards which will be required to be implemented in the coming years. These are discussed later in this document.

In considering the qualitative aspects of the City's accounting policies, we did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. The City's policies relative to the timing of recording of transactions are consistent with GAAP and typical government organizations.

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Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. We considered this information and the qualitative aspects of management's calculations in evaluating the City's significant accounting policies. Estimates significant to the financial statements include such items as: the estimated lives of depreciable assets; actuarial assumptions and concepts relative to the benefit plans; deferred revenues; valuation of financial and non-financial instruments; the estimated incurred-but-not-reported liabilities; conservation commitments; extraordinary items; and the estimated allowance for uncollectible accounts.

Financial Statement Disclosures

The footnote disclosures to the financial statements are also an integral part of the financial statements. The process used by management to accumulate the information included in the disclosures was the same process used in accumulating the financial statements, and the accounting policies described above are included in those disclosures. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit and in forming our opinion on the financial statements.

Significant Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Disagreements with Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Representation from Management

We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

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Management's Consultations with Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed with Management

There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements. We are not aware of any consultations management had with us or other accountants about accounting or auditing matters. No major issues were discussed with management prior to our retention to perform the aforementioned audit.

Audit Adjustments

During our audit of the City's basic financial statements as of and for the year ended June 30, 2019, there were several adjustments proposed to the funds of the City. The detail of all proposed adjustments for each fund are included with our Audit Agenda package of information for your review and discussion. All adjustments have been discussed with management.

Uncorrected Misstatements

We proposed and passed on an audit adjustment. The proposed adjustment was to record an increase in claims liability and expense in the amount of approximately \$75,000 in the Governmental Activities. The City has elected to not make this adjustment due to the immateriality.

Independence

We are independent of the City, and all related organizations, in accordance with auditing standards promulgated by the American Institute of Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States.

Other Information in Documents Containing Audited Financial Statements

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the City.

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ACCOUNTING RECOMMENDATIONS AND RELATED MATTERS

Recommendations for Improvement and Other Matters

During our audit of the financial statements as of and for the year ended June 30, 2019, we noted some areas within the accounting and internal control systems that we believe can be improved. We have reported a couple of findings (material weakness and significant deficiency). Additionally, we noted certain items management should consider as part of its decision making process. Further, we noted other matters which we wish to communicate to you in an effort to keep the City abreast of accounting matters that could present challenges in financial reporting in future periods. Our recommendations and proactive thoughts and communications are presented in the following paragraphs.

Items Cited in the City's Financial Statements as Material Weaknesses

2019-001 Accounting for Workers' Compensation Liability

Internal controls should be in place to ensure that the workers' compensation liability of the City is properly reported in accordance with accounting principles generally accepted in the United States of America. Internal controls were not sufficient to detect misstatements in the City's workers' compensation liability for the year ended June 30, 2019. During our testing of the workers' compensation liability, we noted that the liability was understated by approximately \$40,000 at June 30, 2019. An audit entry of approximately \$40,000 was required to properly state the workers' compensation liability as of June 30, 2019. We recommend the City carefully review its calculations of all year-end liabilities during its close out procedures.

2019-002 Revenue Recognition

Internal controls should be in place to ensure that revenues are appropriately recognized, including any related receivables in accordance with generally accepted accounting principles. Internal controls were not sufficient to detect material misstatements in the reporting of the City's revenues and unavailable revenues. During our testing of revenues and related balance sheet accounts, an audit adjustment for approximately \$125,000 was required to reduce revenue and increase unavailable revenue for receivables not collected within the City's availability period. An audit adjustment totaling approximately \$125,000 was needed to correctly report revenues and unavailable revenues. We recommend the City carefully review all revenue and related receivable accounts to ensure all necessary transactions are reported in the proper period and in accordance with generally accepted accounting principles.

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Recommendations for Improvement (Management Points)

1) Records Retention, Repeat

During our testing of the census data supplied to the City's actuary as part of the annual valuation and review for its pension and OPEB plans, we noted one (1) instance where a personnel file for a retiree could not be located by the City. We recommend the City ensure that the all source documents are maintained at the City.

2) Retirees Insurance Expenditures, Repeat

During our testing of dental insurance expenditures, we noted the City is accounting for dental insurance expenditures for retirees in an internal service fund. Accounting standards require that this activity is accounted for in the general fund. We recommend that the City account for dental insurance activity of retired employees in the General Fund.

3) Journal Entry Approval, Repeat

During our testing of manual journal entries, we noted that the City does not have an approval process in place for approving and subsequently posting manual journal entries. It was noted that whoever created the entry subsequently posted that same entry without a secondary review by another person. This creates a risk due to potential error or misappropriation. We recommend that the City develop and implement an approval process by which a secondary review, preferably by the Finance Director, is conducted and shown through a physical signature of the entry before it is posted.

4) Bank Reconciliation Review and Approval, Repeat

During our walkthrough procedures, we noted that the City does not have an approval process in place for reviewing and approving bank reconciliations. It was noted that there is no formal notation of a secondary review by a person other than the preparer. This creates a risk due to potential error or misappropriation. We recommend that the City develop and implement an approval process by which a secondary review, preferably by the Finance Director, is conducted and shown through a physical signature on the bank reconciliation.

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5) Reporting Entities, Repeat

During testing of the various reporting entities, we noted the City is recording the activity of the Downtown Development Authority (“DDA”) in the General Fund. The DDA is a legally separate entity that should be reported as a discretely presented component unit and should not be combined with the General Fund. We noted that for the current fiscal year the DDA was not material to the financial statements and therefore adjustment within the financial statements was not made. However, we recommend the City set up a separate fund within the City’s accounting software to separately track the balances and activity throughout the fiscal year. We also recommend that the DDA be evaluated each year to determine whether the Authority should be included in the City’s Comprehensive Annual Financial Report as a discretely presented component unit.

6) Property Taxes, Repeat

During testing of property taxes, we noted the City reported property tax revenues at the gross amount received from Bartow County that included property tax revenues related to the City of Cartersville Board of Education’s millage rate. The City should report the net property tax revenues and related receivables. We recommend the City budget for and record the property tax revenues net of Cartersville Board of Education’s portion or set up a fiduciary fund to record the activity related to Cartersville Board of Education’s property taxes.

7) Prepaid Debt Payments

During our testing of debt service payments made in the Solid Waste Fund, an entry of \$6,190 was required to remove a principal and interest payment that was classified as a prepaid. As the debt payment was towards a capital lease, the liability should be reduced at the time of payment regardless of the payment due date. We recommend that the City review its debt service payments at year end for proper classification and expense.

8) Enterprise Accrued Interest

During our testing of interest on debt payments, an entry of \$10,414 was required to properly state the accrued interest and interest expense in the Water and Sewer Fund. We recommend the City review its accrued interest and interest expense calculations during its year end close out procedures.

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9) Pension Disbursement Procedures

During our testing of pension disbursements, we noted seventeen (17) separate instances where the signer of the "Contract Holder Directive Benefit" form was not the Human Resources Director as per the City's policy. Although the signer was a member of the City's Management, it is not in accordance with the City's policy. We recommend the City ensure that all source documents are properly signed and reviewed by the appropriate personnel.

10) Approval of US Department of Energy Invoices

During our testing of disbursements, we noted that the City does not have anyone review invoices from the US Department of Energy that relates to MEAG before they are paid. We recommend that the City begin to have someone other than the person who creates the checks review for accuracy and note their approval on the face of the invoice.

11) Information Technology Framework

The Information Technology environment is characterized by rapid change and there has been no shortage of headlines about cybersecurity attacks. While breaches of large organizations have been very high profile and have received a lot of press coverage, organizations of all sizes face the same types of threats and are experiencing similar breaches. Many organizations are still struggling to effectively address cybersecurity issues; however, they are no longer ignoring them. During the performance of our audit of the financial statements of the City of Cartersville, we noted that the organization is lacking the elements of a Cybersecurity Framework or Cybersecurity Risk Management Program (CRMP). A functioning CRMP will assist the City with comprehensively identifying cybersecurity weaknesses, potential threats and risks, and controls used to safeguard information and systems. We recommend that the entity investigate and consider implementation of a Cybersecurity Risk Management Program.

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Other Matters for Communication to the Board and Management

During our audit of the financial statements as of and for the year ended June 30, 2018, we noted other matters which we wish to communicate to you in an effort to keep the City abreast of accounting matters that could present challenges in financial reporting in future periods.

1) New Governmental Accounting Standards Board (GASB) Pronouncements



As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards:

- a) **Statement No. 84, *Fiduciary Activities*** was issued in January 2017 and is effective for the first reporting period beginning after December 15, 2018. This statement establishes criteria for identifying fiduciary activities with a focus on: 1) whether a government is controlling the assets of the fiduciary activity; and, 2) the beneficiaries with whom a fiduciary relationship exists.

Further, this statement describes four (4) fiduciary funds that should be reported, if applicable: 1) pension and other employee benefit trust funds; 2) investment trust funds; 3) private-purpose trust funds; and, 4) custodial funds. Custodial funds generally should report fiduciary activities that are not held in a trust or equivalent arrangement that meets specific criteria.

- b) **Statement No. 87, *Leases*** was issued in June 2017 and is effective for the first reporting period beginning after December 15, 2019. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the principle that a lease is the financing of the right to use an underlying asset.

Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

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Definition of a Lease: A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. Any contract that meets this definition should be accounted for under the leases guidance, unless specifically excluded in this Statement.

Lease Term: The lease term is defined as the period during which a lessee has a non-cancelable right to use an underlying asset, plus the following periods, if applicable:

- Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option;
- Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option;
- Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option;
- Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.

A fiscal funding or cancellation clause should affect the lease term only when it is reasonably certain that the clause will be exercised. Lessees and lessors should reassess the lease term only if one or more of the following occur:

- The lessee or lessor elects to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would not exercise that option;
- The lessee or lessor elects not to exercise an option even though it was previously determined that it was reasonably certain that the lessee or lessor would exercise that option;
- An event specified in the lease contract that requires an extension or termination of the lease takes place.

Short-Term Leases: A short-term lease is defined as a lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised. Lessees and lessors should recognize short-term lease payments as outflows of resources or inflows of resources, respectively, based on the payment provisions of the lease contract.

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Lessee Accounting: A lessee should recognize a lease liability and a lease asset at the commencement of the lease term, unless the lease is a short-term lease or it transfers ownership of the underlying asset. The lease liability should be measured at the present value of payments expected to be made during the lease term (less any lease incentives). The lease asset should be measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs.

A lessee should reduce the lease liability as payments are made and recognize an outflow of resources (for example, expense) for interest on the liability. The lessee should amortize the lease asset in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset. The notes to financial statements should include a description of leasing arrangements, the amount of lease assets recognized, and a schedule of future lease payments to be made.

Lessor Accounting: A lessor should recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term, with certain exceptions for leases of assets held as investments, certain regulated leases, short-term leases, and leases that transfer ownership of the underlying asset. A lessor should not derecognize the asset underlying the lease. The lease receivable should be measured at the present value of lease payments expected to be received during the lease term. The deferred inflow of resources should be measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods.

A lessor should recognize interest revenue on the lease receivable and an inflow of resources (for example, revenue) from the deferred inflows of resources in a systematic and rational manner over the term of the lease. The notes to financial statements should include a description of leasing arrangements and the total amount of inflows of resources recognized from leases.

Contracts with Multiple Components and Contract Combinations: Generally, a government should account for the lease and non-lease components of a lease as separate contracts. If a lease involves multiple underlying assets, lessees and lessors in certain cases should account for each underlying asset as a separate lease contract. To allocate the contract price to different components, lessees and lessors should use contract prices for individual components as long as they do not appear to be unreasonable based on professional judgment, or use professional judgment to determine their best estimate if there are no stated prices or if stated prices appear to be unreasonable. If determining a best estimate is not practicable, multiple components in a lease contract should be accounted for as a single lease unit. Contracts that are entered into at or near the same time with the same counterparty and that meet certain criteria should be considered part

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of the same lease contract and should be evaluated in accordance with the guidance for contracts with multiple components.

Lease Modifications and Terminations: An *amendment* to a lease contract should be considered a lease modification, unless the lessee's right to use the underlying asset decreases, in which case it would be a partial or full lease termination. A lease termination should be accounted for by reducing the carrying values of the lease liability and lease asset by a lessee, or the lease receivable and deferred inflows of resources by the lessor, with any difference being recognized as a gain or loss. A lease modification that does not qualify as a separate lease should be accounted for by re-measuring the lease liability and adjusting the related lease asset by a lessee and re-measuring the lease receivable and adjusting the related deferred inflows of resources by a lessor.

Subleases and Leaseback Transactions: Subleases should be treated as transactions separate from the original lease. The original lessee that becomes the lessor in a sublease should account for the original lease and the sublease as separate transactions, as a lessee and lessor, respectively.

A transaction qualifies for sale-leaseback accounting only if it includes a sale. Otherwise, it is a borrowing. The sale and lease portions of a transaction should be accounted for as separate sale and lease transactions, except that any difference between the carrying value of the capital asset that was sold and the net proceeds from the sale should be reported as a deferred inflow of resources or a deferred outflow of resources and recognized over the term of the lease.

A lease-leaseback transaction should be accounted for as a net transaction. The gross amounts of each portion of the transaction should be disclosed.

- c) **Statement 89, Accounting for Interest Cost Incurred Before the End of a Construction Period** was issued in June 2018 and is effective for reporting periods beginning after December 15, 2019 (meaning June 30, 2021). This standard eliminates the requirement/ability to capitalize construction period interest costs as part of the cost of a capital asset in enterprise funds. This standard should be applied prospectively with no restatement. This standard can be early implemented as part of fiscal year 2019.

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- d) **Statement 90, Majority Equity Interests – An Amendment of GASB's No. 14 and 61** was issued in August 2018, and is effective for reporting periods beginning after December 15, 2018 (meaning June 30, 2020). Under this standard, an equity interest is: a) a financial interest in a legally separate organization by the ownership shares of the organization's stock; or, b) by otherwise having an explicit, measurable right to the net resources of the organization that is usually based on an investment of financial or capital resources by a government. An equity interest is explicit and measurable if: a) the government has a present or future claim to the net resources of the entity, and b) the method for measuring the government's share of the entity's net resources is determinable.

If the interest is deemed to be an investment under GASB No. 72, paragraph 64, then the interest should be reported as an investment and measured using the equity method. If the interest is held by a special-purpose government engaged in fiduciary activities, a fiduciary fund, or an endowment or permanent fund, then amount should be measured at fair value. If interest is 100% of entity, then it is a component unit. We do not expect this new standard to have a significant effect on the City.

- e) **Statement 91, Conduit Debt** was issued in May 2019, and is effective for reporting periods beginning after December 15, 2020 (meaning June 30, 2022). Under this standard, GASB has re-defined conduit debt and clarified the circumstances under which it is to be recorded as well as the related disclosures that are required.
- f) **Other Pending or Current GASB Projects.** As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:
- **Re-Examination of the Financial Reporting Model.** GASB has added this project to its technical agenda to make improvements to the existing financial reporting model (established via GASB 34). Improvements are meant to enhance the effectiveness of the model in providing information for decision-making and assessing a government's accountability. GASB anticipates issuing an initial due process document on this project by the end of 2021.
 - **Conceptual Framework** is a constant matter being looked at by GASB. Current measurement focus statements (for governmental funds) to change to near-term financial resources measurement. May dictate a period (such as 60 days) for revenue and expenditure recognition. May expense thing such as supplies and prepaid assets at acquisition. Will look into which balances (at all statement levels) are measured at acquisition and which need to be re-measured at year-end. Project placed on hold for now.

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- **Economic Condition Reporting** is another long-term matter being looked into by GASB. Includes presentation of information on fiscal sustainability (including projections). Tabled for now pending resolution to issues raised on GASBs scope.

Summations of Thoughts Noted Above

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures.



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FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS FOR GOVERNMENTAL CLIENTS

Free Continuing Education. We provide free continuing education (quarterly is the goal and objective) for all of our governmental clients. Each quarter we pick a couple of significant topics tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100 people per quarter. We obtain the input and services of experienced outside speakers along with providing the instruction utilizing our in-house professionals. We hope City staff and officials have been able to participate in this opportunity, and that it has been beneficial to you. Examples of subjects addressed in the past few quarters include:

- Accounting for Debt Issuances
- American Recovery & Reinvestment Act (ARRA) Updates
- Best Budgeting Practices, Policies and Processes
- CAFR Preparation (several times including a two (2) day hands-on course)
- Capital Asset Accounting Processes and Controls
- Collateralization of Deposits and Investments
- Evaluating Financial and Non-Financial Health of a Local Government
- GASB No. 51, Intangible Assets
- GASB No. 54, Governmental Fund Balance (subject addressed twice)
- GASB No. 60, Service Concession Arrangements (webcast)
- GASB No. 61, the Financial Reporting Entity (webcast)
- GASB No.'s 63 & 65, Deferred Inflows and Outflows (webcast)
- GASB No.'s 67 & 68, New Pension Stds. (presented several occasions)
- GASB Updates (ongoing and several sessions)
- Grant Accounting Processes and Controls
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Internal Revenue Service (IRS) Issues, Primarily Payroll Matters
- Legal Considerations for Debt Issuances & Disclosure Requirements
- Policies and Procedures Manuals
- Segregation of Duties
- Single Audits for Auditees
- Special Purpose Local Option Sales Tax (SPLOST) Accounting, Reporting & Compliance
- Uniform Grant Reporting Requirements and the New Single Audit

City of Cartersville, Georgia

Auditor's Discussion & Analysis (AD&A)

June 30, 2019

Governmental Newsletters. We periodically produce newsletters tailored to meet the needs of governments. The newsletters have addressed a variety of subjects and are intended to be timely in their subject matter. The newsletters are authored by Mauldin & Jenkins partners and managers, and are not purchased from an outside agency. The newsletters are intended to keep you informed of current developments in the government finance environment.

Communication. In an effort to better communicate our free continuing education plans and newsletters, please email Paige Vercoe at pvercoe@micpa.com, and provide to her individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.

CLOSING

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures. If you have any questions regarding any comments, suggestions or recommendations set forth in this memorandum, we will be pleased to discuss it with you at your convenience.

This information is intended solely for the use of the City's management, and others within the City's organization and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the opportunity to serve City of Cartersville, Georgia and look forward to serving the City in the future. Thank you.



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Client: **03013814 - City of Cartersville, Georgia**
 Engagement: **FY 2019 - City of Cartersville, Georgia**
 Period Ending: **6/30/2019**
 Trial Balance: **0200.100 - General Fund Database**
 Workpaper: **0204.100 - General Fund AJE Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 3				
To reclass securities recorded as cash to investments and record interest income on the securities				
100-1000-11-1360MJ	Investments in US Bank		59,586.00	
100-1000-36-4197	Interest Income		260.00	
100-1000-11-1360	Temporary Cash Investments			59,846.00
Total			59,846.00	59,846.00
Adjusting Journal Entries JE # 5				
to move expenses from closed fund				
100-1100-52-3545	Employee Wellness Program Expenses		750.00	
100-1000-12-2320	Accounts Payable			750.00
Total			750.00	750.00
Adjusting Journal Entries JE # 6				
to reclass AR				
100-1000-11-1401	Taxes Receivable - Prior Years		2,624.90	
100-1000-11-1400	Taxes Receivable - Current Year			2,624.90
Total			2,624.90	2,624.90
Adjusting Journal Entries JE # 7				
to record fuel purchases				
PBC699-95				
100-1300-53-1260	Fuel Expense		52.61	
100-2400-53-1260	Fuel Expense		34.27	
310-1518-11-1310	Cash In Bank Purchasing			86.88
Total			86.88	86.88
Adjusting Journal Entries JE # 8				
PBC 699-89 & 699-90 and 699-91 correcting entry				
100-1000-31-1100	Real Property, Current Year		902.51	
100-1000-31-1102	Real Property, Previous Years		2,978.46	
100-1000-31-1140	City Property Taxes - Current Year		1,828.78	
100-3100-54-1300	Buildings		37,434.00	
100-5100-54-1300	Buildings		86,495.34	
100-1000-11-1310	Cash in Bank - Purchasing Account			123,929.34
100-1000-11-1400	Taxes Receivable - Current Year			902.51
100-1000-11-1401	Taxes Receivable - Prior Years			2,978.46
100-1000-12-2532	Deferred Revenues			1,828.78
Total			129,639.09	129,639.09
Adjusting Journal Entries JE # 9				
PBC 699-89 & 699-90 to record taxes & 699-91 correcting entry				
310-1518-31-1140	Property Taxes-Current Year		79.27	
310-1518-31-1140	Property Taxes-Current Year		1,334.46	
310-1518-31-1141	Recr Bond Taxes - Previous Years		76.45	
310-1518-11-1400	Taxes Receivable - Current Year			79.27
310-1518-11-1401	Taxes Receivable - Prior Year			76.45
310-1518-12-2532	Deferred Revenues			1,334.46
Total			1,490.18	1,490.18
Adjusting Journal Entries JE # 10				
to remove school portions of revenue				
100-1000-12-1610	Due to Component Unit-School Board		3,527.41	
100-1000-31-1100	Real Property, Current Year		14,935,542.31	
100-1000-31-1102	Real Property, Previous Years		118,383.23	
100-1000-31-1210	Real Estate Transfer (School)		52,489.76	
100-1000-31-1219	TAVT Collections Current Year		1,033,489.34	
100-1000-31-1220	Motor Vehicle Taxes		149,238.98	
100-1000-31-1222	Railroad Equipment Tax		18,653.11	
100-1000-31-1230	Mobile Home		185.19	
100-1000-31-1300	Recording Intangible Taxes (School)		139,597.80	
100-1000-31-9100	Penalties & Int. on Delinquent Taxes		13,787.25	
100-1100-57-1010	School Board Appropriations			16,464,894.38
Total			16,464,894.38	16,464,894.38
Adjusting Journal Entries JE # 11				
PBC #699-98 to remove cash deficit				
100-1300-61-1000	Operating Transfers Out		3,002.19	
100-1510-61-1000	Operating Transfers Out		5,132.50	
100-1520-61-1000	Operating Transfers Out		1,180.82	
100-2100-61-1000	Operating Transfers Out		84,921.56	
100-2400-61-1000	Operating Transfers Out		56,573.55	
100-3100-61-1000	Operating Transfers Out		31,416.71	

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100-5100-61-1000	Operating Transfers Out		20,120.62	
100-6100-61-1000	Operating Transfers Out		5,670.52	
100-1000-11-1310	Cash in Bank - Purchasing Account			208,018.47
Total			208,018.47	208,018.47
Adjusting Journal Entries JE # 12				
PBC699-100 - To remove negative cash.				
100-1000-11-1437	Due from Solid Waste		155,000.00	
100-1000-11-1458	Due from Stormwater		643,000.00	
100-1000-11-1460	Advances to other funds		128,320.00	
100-1000-11-1310	Cash in Bank - Purchasing Account			155,000.00
100-1000-11-1310	Cash in Bank - Purchasing Account			643,000.00
100-1000-11-1438	Due From Other Funds			128,320.00
Total			926,320.00	926,320.00
Total Adjusting Journal Entries				
			17,793,669.90	17,793,669.90
Reclassifying Journal Entries				
Reclassifying Journal Entries JE # 1				
To net lease pool payments to zero				
100-2400-58-1150	Lease Pool Principal		15,183.97	
100-2400-58-2150	Lease Interest Expense			15,183.97
Total			15,183.97	15,183.97
Reclassifying Journal Entries JE # 2				
to recals negative cash from Garage				
100-1300-61-1000	Operating Transfers Out		1,827,337.71	
100-1000-11-1310	Cash in Bank - Purchasing Account			1,827,337.71
Total			1,827,337.71	1,827,337.71
Reclassifying Journal Entries JE # 4				
to reclass negative cash for presentation purposes				
100-1000-11-1438	Due From Other Funds		6,685.10	
100-1000-11-1310	Cash in Bank - Purchasing Account			6,685.10
Total			6,685.10	6,685.10
Total Reclassifying Journal Entries				
			1,849,206.78	1,849,206.78
Total All Journal Entries				
			19,642,876.68	19,642,876.68

Client: **03013814 - City of Cartersville, Georgia**
 Engagement: **FY 2019 - City of Cartersville, Georgia**
 Period Ending: **6/30/2019**
 Trial Balance: **0200.255 - CDBG Fund Database**
 Workpaper: **0204.255 - CDBG Fund AJE Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
To record the amount of unavailable revenue for portion of receivable not collected within 60 days.				
255-5115-37-4414	Mortgage Payments from Habitat for Humanity		105,025.80	
255-5115-38-9000	Miscellaneous Income		19,802.87	
255-5115-12-2532	Deferred Revenue-Habitat for Humanity			124,828.67
Total			124,828.67	124,828.67
Total Adjusting Journal Entries			124,828.67	124,828.67
Total All Journal Entries			124,828.67	124,828.67

Client: **03013814 - City of Cartersville, Georgia**
 Engagement: **FY 2019 - City of Cartersville, Georgia**
 Period Ending: **6/30/2019**
 Trial Balance: **0200.272 - Business Improvement District Fund Database**
 Workpaper: **0204.272 - Business Improvement District Fund AJE Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
PBC 699-89 & 699-90 to record tax adj and 699-91 correcting entry				
272-6130-12-2532	Deferred Revenue		496.76	
272-6130-31-1130	Business Improve Dist Tax Revenues		496.76	
272-6130-11-1400	Taxes Receivable - Current Year			496.76
272-6130-31-1130	Business Improve Dist Tax Revenues			496.76
Total			<u><u>993.52</u></u>	<u><u>993.52</u></u>
Total Adjusting Journal Entries			<u><u>993.52</u></u>	<u><u>993.52</u></u>
Total All Journal Entries			<u><u>993.52</u></u>	<u><u>993.52</u></u>

Client: **03013814 - City of Cartersville, Georgia**
 Engagement: **FY 2019 - City of Cartersville, Georgia**
 Period Ending: **6/30/2019**
 Trial Balance: **0200.280 - Vehicle Rental Excise Tax Fund Database**
 Workpaper: **0204.280 - VehicleRental Excise Tax Fund AJE Report**

Account	Description	W/P Ref	Debit	Credit
Reclassifying Journal Entries				
Reclassifying Journal Entries JE # 1				
To reclass negative cash for presentation purposes				
280-1150-11-1310	Cash in Bank - Motor Vehicle Rental Tax		6,685.10	
280-1150-12-2338	Due to General Fund			6,685.10
Total			6,685.10	6,685.10
Total Reclassifying Journal Entries			6,685.10	6,685.10
Total All Journal Entries			6,685.10	6,685.10

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Client: 03013814 - City of Cartersville, Georgia
 Engagement: FY 2019 - City of Cartersville, Georgia
 Period Ending: 6/30/2019
 Trial Balance: 0200.321 - Capital Projects Fund Database
 Workpaper: 0204.321 - Capital Projects Fund AJE Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 2				
To correct AP				
321-9100-12-2320	Accounts Payable		6,900.00	
321-9100-54-1601	Douthit Multi-Lane			6,900.00
Total			6,900.00	6,900.00
Total Adjusting Journal Entries			6,900.00	6,900.00
Reclassifying Journal Entries				
Reclassifying Journal Entries JE # 1				
to reclass interest				
323-9400-61-1117MJ	Interest on CBA Debt		34,320.00	
323-9400-61-1117	Transfer Out to CBA Fund			34,320.00
Total			34,320.00	34,320.00
Total Reclassifying Journal Entries			34,320.00	34,320.00
Total All Journal Entries			41,220.00	41,220.00

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Client: **03013814 - City of Cartersville, Georgia**
 Engagement: **FY 2019 - City of Cartersville, Georgia**
 Period Ending: **6/30/2019**
 Trial Balance: **0200.505 - Water and Sewer Fund Database**
 Workpaper: **0204.505 - Water and Sewer Fund AJE Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
3001.000				
To reclass securities recorded as cash to investments and record interest income on the securities				
505-3300-11-1360MJ	Investments in US Bank		4,241,210.00	
505-3300-71-4190	Interest on Investments		19,316.00	
505-3300-11-1242	Renewal & Extension Investments			408.00
505-3300-11-1360	Temporary Cash Investments			4,260,118.00
Total			4,260,526.00	4,260,526.00
Adjusting Journal Entries JE # 2				
5002.000				
To true up accrued interest				
505-3320-58-2151	Debt Service - Interest		10,414.98	
505-3300-12-2246	2018 Bonds Payable-Accrued Interest Payabl			10,317.94
505-3300-12-2333	Accrued Interest Payable CBA			97.04
Total			10,414.98	10,414.98
Adjusting Journal Entries JE # 3				
PBC				
PBC 699-96 Record OPEB				
505-3300-11-1851	Deferred Outflow-OPEB		45,175.07	
505-3310-51-2700	Other Post Employment Benefits		5,085.41	
505-3320-51-2700	Other Post Employment Benefits		23,053.87	
505-3330-51-2700	Other Post Employment Benefits		5,763.47	
505-3300-12-2575	OPEB Liability			48,725.89
505-3300-12-2578	Deferred Inflows OPEB			30,351.93
Total			79,077.82	79,077.82
Adjusting Journal Entries JE # 4				
PBC				
to record pension activity for the CY for both plans				
505-3300-11-1850	Deferred Outflows-Pension		47,979.00	
505-3300-11-1852	Net Pension Asset		1,868.00	
505-3300-12-2577	Deferred Inflows-Pension		171,551.00	
505-3310-51-2300	Retirement Contributions		18,043.00	
505-3320-51-2300	Retirement Contributions		18,043.00	
505-3330-51-2300	Retirement Contributions		18,042.00	
505-3300-12-2576	Net Pension Liability			275,526.00
Total			275,526.00	275,526.00
Adjusting Journal Entries JE # 5				
PBC				
PBC 699-98 to remove cash deficit				
505-3310-61-1000	Operating Transfers Out		3,244.06	
505-3320-61-1000	Operating Transfer Out		17,055.03	
505-3330-61-1000	Operating Transfers Out		16,335.07	
505-3300-11-1310	Cash In Bank - Purchasing			36,634.16
Total			36,634.16	36,634.16
Total Adjusting Journal Entries			4,662,178.96	4,662,178.96
Total All Journal Entries			4,662,178.96	4,662,178.96

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Client: **03013814 - City of Cartersville, Georgia**
 Engagement: **FY 2019 - City of Cartersville, Georgia**
 Period Ending: **6/30/2019**
 Trial Balance: **0200.506 - Stormwater Fund Database**
 Workpaper: **0204.506 - Stormwater Fund AJE Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
PBC				
PBC 699-96	record OPEB			
PBC 699-92	redistribute GL allocation			
PBC 699-92	transfer portion of land used			
PBC 699-93	adjust CIP			
PBC 699-94	adjust CIP			
506-4320-11-1013	Buildings		208,519.44	
506-4320-11-1016	Land Improvements		51,116.76	
506-4320-11-1050	Infrastructure		1,017,625.64	
506-4320-11-1070	Construction Work in Progress		1,272,482.89	
506-4320-11-1851	Deferred Outflow-OPEB		5,235.26	
506-4320-51-2700	Other Post Employment Benefits		25,033.93	
506-4320-54-1300	Buildings		1,260,225.49	
506-4320-61-2000	Loss on Disposition of Assets		45,614.91	
506-4320-11-1015	Land & Easements			45,614.91
506-4320-11-1070	Construction Work in Progress			1,272,261.84
506-4320-11-1310	Cash In Bank - Purchasing			1,260,225.49
506-4320-12-2575	OPEB Liability			20,882.53
506-4320-12-2578	Deferred Inflows OPEB			9,386.66
506-4320-54-1300	Buildings			1,272,482.89
Total			3,885,854.32	3,885,854.32
Adjusting Journal Entries JE # 2				
PBC				
to record pension activity for CY for both plans				
506-4320-11-1850	Deferred Outflows-Pension		431.00	
506-4320-11-1852	Net Pension Asset		1,127.00	
506-4320-12-2576	Net Pension Liability		13,614.00	
506-4320-12-2577	Deferred Inflows-Pension		31,275.00	
506-4320-51-2300	Retirement Contributions			46,447.00
Total			46,447.00	46,447.00
Adjusting Journal Entries JE # 3				
PBC				
PBC699-98 to remove cash deficit				
506-4320-61-1000	Operating Transfer Out		47,590.17	
506-4320-11-1310	Cash In Bank - Purchasing			47,590.17
Total			47,590.17	47,590.17
Adjusting Journal Entries JE # 4				
PBC				
PBC699-100 - To remove negative cash.				
506-4320-11-1310	Cash In Bank - Purchasing		643,000.00	
506-4320-12-2339	Due to General Fund			643,000.00
Total			643,000.00	643,000.00
Total Adjusting Journal Entries			4,622,891.49	4,622,891.49
Total All Journal Entries			4,622,891.49	4,622,891.49

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Client: 03013814 - City of Cartersville, Georgia
 Engagement: FY 2019 - City of Cartersville, Georgia
 Period Ending: 6/30/2019
 Trial Balance: 0200.510 - Electric Fund Database
 Workpaper: 0204.510 - Electric Fund AJE Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
To reclassify securities recorded as cash to investments and record June interest income on securities				
510-3500-11-1360MJ	Investments in US Bank		485,782.00	
510-3500-71-4190	Interest on Investments		2,119.00	
510-3500-11-1360	Temporary Cash Investments			487,901.00
Total			487,901.00	487,901.00
Adjusting Journal Entries JE # 2				
to record OPEB				
PBC 699-96				
510-3500-11-1851	Deferred Outflow-OPEB		9,725.05	
510-3500-51-2700	Other Post Employment Benefits		23,303.25	
510-3500-12-2575	OPEB Liability			24,362.95
510-3500-12-2578	Deferred Inflows OPEB			8,665.35
Total			33,028.30	33,028.30
Adjusting Journal Entries JE # 3				
PBC 699-93 adjust CIP				
PBC 699-92 redistribute CY posting for classification				
PBC 699-94 adjust CIP				
PBC 699-95 to record fuel expense				
510-3500-11-1015	Utility Plant In Service - Land & Easement		3,828.00	
510-3500-11-1016	Land Improvements		56,053.69	
510-3500-11-1020	Plant Purchased		233,227.10	
510-3500-11-1070	Construction Work in Progress		266,726.84	
510-3500-53-1260	Fuel Expense		408.14	
510-3500-54-1300	Buildings		254,469.44	
510-3500-11-1070	Construction Work in Progress			289,280.79
510-3500-11-1310	Cash In Bank - Purchasing			254,469.44
510-3500-11-1310	Cash In Bank - Purchasing			408.14
510-3500-54-1300	Buildings			266,726.84
510-3500-71-9000	Contributed Capital			3,828.00
Total			814,713.21	814,713.21
Adjusting Journal Entries JE # 4				
to record CY activity for both pension plans				
510-3500-11-1850	Deferred Outflows-Pension		32,600.00	
510-3500-11-1852	Net Pension Asset		1,302.00	
510-3500-12-2577	Deferred Inflows-Pension		121,076.00	
510-3500-51-2300	Retirement Contributions		30,379.00	
510-3500-12-2576	Net Pension Liability			185,357.00
Total			185,357.00	185,357.00
Adjusting Journal Entries JE # 5				
PBC 699-98 to remove cash deficit				
510-3500-61-1000	Operating Transfer Out		78,851.85	
510-3500-11-1310	Cash In Bank - Purchasing			78,851.85
Total			78,851.85	78,851.85
Total Adjusting Journal Entries			1,599,851.36	1,599,851.36
Total All Journal Entries			1,599,851.36	1,599,851.36

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Client: 03013814 - City of Cartersville, Georgia
 Engagement: FY 2019 - City of Cartersville, Georgia
 Period Ending: 6/30/2019
 Trial Balance: 0200.515 - Gas Fund Database
 Workpaper: 0204.515 - Gas Fund AJE Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
To reclass securities recorded as cash to investments and record June interest income on the securities				
515-3600-11-1360MJ	Investments in US Bank		66,744.00	
515-3600-71-4190	Interest on Investments		291.00	
515-3600-11-1360	Temporary Cash Investments			67,035.00
Total			67,035.00	67,035.00
Adjusting Journal Entries JE # 2				
PBC 699-96 record OPEB				
PBC 699-92 record retainage, reclass maint charges, redistriute GL allocation, transfer portion of land				
PBC 699-93 adjust CIP				
PBC 699-94 adjust CIP				
PBC adjust fuel exp				
515-3600-11-1015	Utility Plant In Service - Land & Easement		35,437.91	
515-3600-11-1016	Land Improvements		587,995.44	
515-3600-11-1020	Plant Purchased		6,627,932.67	
515-3600-11-1070	Construction Work in Progress		5,037,813.37	
515-3600-11-1310	Cash In Bank - Purchasing		2,570.00	
515-3600-11-1310	Cash In Bank - Purchasing		666,779.20	
515-3600-11-1851	Deferred Outflow-OPEB		8,724.50	
515-3600-51-2700	Other Post Employment Benefits		31,929.14	
515-3600-53-1260	Fuel Expense		1,244.32	
515-3600-54-1300	Buildings		21,064.00	
515-3600-11-1070	Construction Work in Progress			7,215,928.11
515-3600-11-1310	Cash In Bank - Purchasing			1,244.32
515-3600-12-2329	Retainage Payable			21,064.00
515-3600-12-2575	OPEB Liability			27,843.37
515-3600-12-2578	Deferred Inflows OPEB			12,810.27
515-3600-54-1300	Buildings			2,570.00
515-3600-54-1300	Buildings			666,779.20
515-3600-54-1300	Buildings			5,037,813.37
515-3600-71-9000	Contributed Capital			35,437.91
Total			13,021,490.55	13,021,490.55
Adjusting Journal Entries JE # 3				
to record CY activity for both pension plans				
515-3600-11-1850	Deferred Outflows-Pension		42,852.00	
515-3600-11-1852	Net Pension Asset		1,085.00	
515-3600-12-2577	Deferred Inflows-Pension		94,338.00	
515-3600-51-2300	Retirement Contributions		148,601.00	
515-3600-12-2576	Net Pension Liability			286,876.00
Total			286,876.00	286,876.00
Adjusting Journal Entries JE # 4				
PBC 699-98 to remove cash deficit				
515-3600-61-1000	Operating Transfer Out		36,293.76	
515-3600-11-1310	Cash In Bank - Purchasing			36,293.76
Total			36,293.76	36,293.76
Total Adjusting Journal Entries			13,411,695.31	13,411,695.31
Total All Journal Entries			13,411,695.31	13,411,695.31

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Client: 03013814 - City of Cartersville, Georgia
 Engagement: FY 2019 - City of Cartersville, Georgia
 Period Ending: 6/30/2019
 Trial Balance: 0200.540 - Solid Waste Fund Database
 Workpaper: 0204.540 - Solid Waste Fund AJE Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 2				
to remove prepaid for Capital lease early payment to net against the liability & record interest expense				
540-3200-12-2311	Leases Payable		4,891.98	
540-3200-58-2150	Lease Interest Expense		1,300.42	
540-3200-11-1630	Prepaid Expenses			6,192.40
Total			6,192.40	6,192.40
Adjusting Journal Entries JE # 3				
PBC 699-96 record OPEB				
540-3200-11-1851	Deferred Outflow-OPEB		34,469.93	
540-3200-51-2700	Other Post Employment Benefits		26,568.17	
540-3200-12-2575	OPEB Liability			41,765.05
540-3200-12-2578	Deferred Inflows OPEB			19,273.05
Total			61,038.10	61,038.10
Adjusting Journal Entries JE # 4				
to record CY activity for pension for both plans				
540-3200-11-1850	Deferred Outflows-Pension		561.00	
540-3200-11-1852	Net Pension Asset		536.00	
540-3200-12-2576	Net Pension Liability		1,875.00	
540-3200-12-2577	Deferred Inflows-Pension		38,493.00	
540-3200-51-2300	Retirement Contributions			41,465.00
Total			41,465.00	41,465.00
Adjusting Journal Entries JE # 5				
PBC 699-98 to remove cash deficit				
540-3200-61-1000	Operating Transfer Out		184,399.06	
540-3200-11-1310	Cash In Bank - Purchasing			184,399.06
Total			184,399.06	184,399.06
Adjusting Journal Entries JE # 6				
PBC699-100 - To remove negative cash.				
540-3200-11-1310	Cash In Bank - Purchasing		155,000.00	
540-3200-12-2325	Due to General Fund			155,000.00
Total			155,000.00	155,000.00
Total Adjusting Journal Entries			448,094.56	448,094.56
Reclassifying Journal Entries				
Reclassifying Journal Entries JE # 1				
to reclass principal and interest expense				
540-3200-58-1150	Lease Principal		13,257.36	
540-3200-58-2150	Lease Interest Expense			13,257.36
Total			13,257.36	13,257.36
Total Reclassifying Journal Entries			13,257.36	13,257.36
Total All Journal Entries			461,351.92	461,351.92

12/16/2019
8:04 PM

Client: **03013814 - City of Cartersville, Georgia**
 Engagement: **FY 2019 - City of Cartersville, Georgia**
 Period Ending: **6/30/2019**
 Trial Balance: **0200.570 - Fiber Optic Fund Database**
 Workpaper: **0204.570 - Fiber Optic Fund AJE Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
PBC 699-92 transfer portion of land, redistribute GL allocation, reclass main charges				
570-3900-11-1013	Utility Plant In Service - Buildings		236,757.32	
570-3900-11-1015	Land		3,828.00	
570-3900-11-1016	Land Improvements		56,726.14	
570-3900-11-1070	Construction Work in Progress		270,910.00	
570-3900-52-2380	Maintenance - Fiber System		3,212.50	
570-3900-53-1260	Fuel Expense		200.30	
570-3900-54-1300	Buildings		258,652.58	
570-3900-11-1070	Construction Work in Progress			293,483.46
570-3900-11-1310	Cash In Bank - Purchasing			3,212.50
570-3900-11-1310	Cash In Bank - Purchasing			258,652.58
570-3900-11-1310	Cash In Bank - Purchasing			200.30
570-3900-54-1300	Buildings			270,910.00
570-3900-71-9000	Contributed Capital			3,828.00
Total			830,286.84	830,286.84
Adjusting Journal Entries JE # 2				
to record CY activity for both pension plans				
570-3900-11-1852	Net Pension Asset		681.00	
570-3900-12-2576	Net Pension Liability		28,448.00	
570-3900-12-2577	Deferred Inflows-Pension		37,695.00	
570-3900-11-1850	Deferred Outflows-Pension			900.00
570-3900-51-2300	Retirement Contributions			65,924.00
Total			66,824.00	66,824.00
Adjusting Journal Entries JE # 3				
PBC 699-98 to remove cash deficit				
570-3900-61-1000	Operating Transfer Out		2,470.45	
570-3900-11-1310	Cash In Bank - Purchasing			2,470.45
Total			2,470.45	2,470.45
Total Adjusting Journal Entries			899,581.29	899,581.29
Total All Journal Entries			899,581.29	899,581.29

12/16/2019
8:05 PM

Client: 03013814 - City of Cartersville, Georgia
 Engagement: FY 2019 - City of Cartersville, Georgia
 Period Ending: 6/30/2019
 Trial Balance: 0200.605 - Self-Insurance Fund Database
 Workpaper: 0204.605 - Self-Insurance Fund AJE Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
to adjust workers comp payable per testing				
605-1555-55-2200	Workers Comp Insurance Claims		39,841.32	
605-1555-12-2320	Accounts Payable - Workers Comp SI Fund			39,841.32
Total			39,841.32	39,841.32
Adjusting Journal Entries JE # 2				
to remove expenses from closed fund				
605-1555-55-2100	Work Comp-Administrative Fees		750.00	
605-1558-55-2105	Medical Insurance - Wellness Program			750.00
Total			750.00	750.00
Total Adjusting Journal Entries			40,591.32	40,591.32
Total All Journal Entries			40,591.32	40,591.32

12/16/2019
8:05 PM

Client: 03013814 - City of Cartersville, Georgia
 Engagement: FY 2019 - City of Cartersville, Georgia
 Period Ending: 6/30/2019
 Trial Balance: 0200.610 - Garage Fund Database
 Workpaper: 0204.610 - Garage Fund AJE Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 2				
PBC				
PBC 699-96 record OPEB				
PBC 699-93 adjust CIP				
PBC 699-92 reclass main charges, redistribute GL allocation, transfer portion of land				
PBC 699-94 adjust CIP				
PBC 699-95 record fuel exp				
610-1591-11-1012	Equipment		224,158.94	
610-1591-11-1013	Buildings		280,936.80	
610-1591-11-1015	Land & Easements		2,521.00	
610-1591-11-1016	Land Improvements		101,243.21	
610-1591-11-1070	Construction Work in Progress		208,221.54	
610-1591-11-1310	Cash in Bank - Purchasing Account		642.50	
610-1591-11-1310	Cash in Bank - Purchasing Account		1,230,497.65	
610-1591-11-1310	Cash in Bank - Purchasing Account		86.88	
610-1591-11-1310	Cash in Bank - Purchasing Account		1,852.76	
610-1591-11-1851	Deferred Outflow-OPEB		13,921.93	
610-1591-51-2700	Other Post Employment Benefits		13,636.71	
610-1591-53-1260	Fuel Expense		46.14	
610-1591-11-1070	Construction Work in Progress			606,338.95
610-1591-12-2575	OPEB Liability			17,402.11
610-1591-12-2578	Deferred Inflows OPEB			10,156.53
610-1591-34-9204	Fuel Revenue Genl Fd			86.88
610-1591-34-9206	Fuel Revenue Enterprise Fds			1,852.76
610-1591-39-9000	Contributed Capital			2,521.00
610-1591-53-1261	Fuel - Purchased			46.14
610-1591-54-1300	Buildings			208,221.54
610-1591-54-1300	Buildings			642.50
610-1591-54-1300	Buildings			1,230,497.65
Total			2,077,766.06	2,077,766.06
Adjusting Journal Entries JE # 3				
to record CY activity for both pension plans				
PBC				
610-1591-11-1850	Deferred Outflows-Pension		6,152.00	
610-1591-11-1852	Net Pension Asset		193.00	
610-1591-12-2577	Deferred Inflows-Pension		24,549.00	
610-1591-51-2300	Retirement Contributions		2,333.00	
610-1591-12-2576	Net Pension Liability			33,227.00
Total			33,227.00	33,227.00
Adjusting Journal Entries JE # 4				
PBC 699-98 to remove cash deficit				
PBC				
610-1591-11-1310	Cash in Bank - Purchasing Account		594,257.92	
610-1591-39-1014	Transfer In From Other Funds			594,257.92
Total			594,257.92	594,257.92
Total Adjusting Journal Entries			2,705,250.98	2,705,250.98
Reclassifying Journal Entries				
Reclassifying Journal Entries JE # 1				
reclass until Client provides entry for materiality purposes				
PBC				
610-1591-11-1310	Cash in Bank - Purchasing Account		1,827,337.71	
610-1591-39-1014	Transfer In From Other Funds			1,827,337.71
Total			1,827,337.71	1,827,337.71
Total Reclassifying Journal Entries			1,827,337.71	1,827,337.71
Total All Journal Entries			4,532,588.69	4,532,588.69

Client: **03013814 - City of Cartersville, Georgia**
 Engagement: **FY 2019 - City of Cartersville, Georgia**
 Period Ending: **6/30/2019**
 Trial Balance: **0200.700 - Pension Trust Fund Database**
 Workpaper: **0204.700 - Pension Trust Fund AJE Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
to add cash & due to broker (net to zero)				
700-9000-11-1310	Cash in Bank - Pension Fund		33,605.98	
700-9000-12-2222	Due to Broker MJ			33,605.98
Total			33,605.98	33,605.98
Total Adjusting Journal Entries			33,605.98	33,605.98
Total All Journal Entries			33,605.98	33,605.98

Client: **03013814 - City of Cartersville, Georgia**
 Engagement: **FY 2019 - City of Cartersville, Georgia**
 Period Ending: **6/30/2019**
 Trial Balance: **0200.325 - CBA Fund Database**
 Workpaper: **0204.325 - CBA Fund AJE Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1				
To record June interest income.				
325-9500-36-4198	Interest Revenue - 2004 Funds		3,861.89	
325-9500-11-1360	Temporary Cash Investments			3,861.89
Total			3,861.89	3,861.89
Total Adjusting Journal Entries			3,861.89	3,861.89
Total All Journal Entries			3,861.89	3,861.89



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
Tennis Court Reservations**

SubCategory:	Second Reading of Ordinances
Department Name:	Parks and Recreation
Department Summary Recommendation:	<p>The Parks and Rec Department is requesting that the ordinance regarding payments for reservations of its tennis courts be updated as follows:</p> <p>(1) The City of Cartersville shall allow for reservations of its tennis court, through physical, electronic, and/or web-based applications.</p> <p>(2) The following fees are authorized:</p> <p>a) two (2) hour court rental – Five and No/100 (\$5.00) Dollars;</p> <p>b) a point of sale fee of 2.3% per court transaction, and a fee between 0.10 to 0.20 cents per transaction shall be assessed depending on the current vendor contract, if a web-based application is being used.</p>
City Manager's Remarks:	<p>The Parks and Recreation Department would like to use a third party to collect on tennis court reservations, which requires a change to the existing section of the Code of Ordinance. This is the second reading.</p>
Financial/Budget Certification:	
Legal:	From City Attorney Keith Lovell
Associated Information:	

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 15. PARKS AND RECREATION. ARTICLE I. IN GENERAL. SEC. 15-16 – 15-30. RESERVED. is hereby amended by deleting said sections in their entirety and replacing them as follows:

1.

Sec. 15-16. Tennis Court Reservations.

(1) The City of Cartersville shall allow for reservations of its tennis court, through physical, electronic, and/or web-based applications.

(2) The following fees are authorized:

a) two (2) hour court rental – Five and No/100 (\$5.00) Dollars;

b) a point of sale fee of 2.3% per court transaction, and a fee between 0.10 to 0.20 cents per transaction shall be assessed depending on the current vendor contract, if a web-based application is being used.

Sec. 15-17 – 15-30. Reserved.

2.

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



City of Cartersville

City Council Meeting
1/16/2020 7:00:00 PM
Anheuser-Busch LLC MOU

SubCategory:	Resolutions
Department Name:	Administration
Department Summary Recommendation:	This is a Resolution of the City of Cartersville authorizing the execution of a Memorandum of Understanding (MOU) for the expansion of Anheuser-Busch, LLC.
City Manager's Remarks:	Your approval of the execution of the MOU is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

RESOLUTION NO. _____

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
CARTERSVILLE (THE "CITY") AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING AMONG THE CITY, THE DEVELOPMENT
AUTHORITY OF CARTERSVILLE, BARTOW COUNTY, THE BARTOW COUNTY
BOARD OF ASSESSORS AND ANHEUSER-BUSCH, LLC (THE "COMPANY")
RELATING TO THE EXPANSION OF THE COMPANY'S BREWERY LOCATED IN
THE CITY**

WHEREAS, the Development Authority of Cartersville (the "Issuer") has been informed by Anheuser-Busch, LLC, a Missouri limited liability company (the "Company"), that the Company is considering constructing and equipping an expansion of its brewery located in the City of Cartersville (the "Project"); and

WHEREAS, it is estimated by the Company that (i) the planning, design, expansion, construction, equipping and carrying out of the Project will require expenditures of approximately \$85,000,000 and (ii) that the Project will increase employment in the City and Bartow County, Georgia (the "County") by approximately 12 new jobs upon completion of the Project and the commencement of commercial production; and

WHEREAS, in order to induce the Company to locate and operate the Project in the City, the Issuer has agreed to (a) enter into an Inducement Agreement between the Issuer and the Company (the "Inducement Agreement") and a Memorandum of Understanding (the "MOU") among the Issuer, the Company, the City, the County, and the Bartow County Board of Assessors, (b) issue its revenue bonds in the maximum amount of \$100,000,000 for the Project (the "Bonds"), and (c) rent the Project to the Company pursuant to a Rental Agreement (the "Rental Agreement") between the Issuer and the Company in consideration of rental payments to be paid by the Company in amounts sufficient to pay the principal of, the redemption premium (if any) and the interest on said Bonds as and when due and payable; and

WHEREAS, the willingness of the Issuer to enter into the Inducement Agreement and the MOU, issue the Bonds, acquire title to the Project and rent the Project to the Company, and the willingness of the City to enter into the MOU are important factors under consideration by the Company in determining the location and economic feasibility of the Project; and

WHEREAS, the Bonds will be judicially validated prior to the issuance thereof and shall not be deemed to constitute a debt of the City, the County, the State of Georgia or any other political subdivision thereof, or a pledge of the faith and credit of the City, the County, the State of Georgia or any other political subdivision thereof, but such Bonds shall be limited obligations of the Issuer payable solely from the rent to be paid by the Company under the Rental Agreement and certain other funds, and the issuance of the Bonds shall not directly, indirectly, or contingently obligate the City, the County, the State of Georgia or any other political subdivision thereof, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for the payment therefor;

WHEREAS, the City has determined that by entering into the MOU it will be acting in furtherance of the public purposes for which it was created; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Cartersville , as follows:

Section 1. Findings. It is hereby ascertained, determined and declared that (i) the execution and delivery by the City of the MOU, (ii) the issuance and sale by the Issuer of its revenue bonds, (iii) the acquisition of title to the Project by the Issuer, and (iv) the renting of the Project to the Company pursuant to the Rental Agreement will develop trade, commerce, industry and employment opportunities within the geographical area served by the City and will increase the tax base and further the general welfare of the City residents.

Section 2. Authorization of MOU. In order to confirm the method of taxing the Company's leasehold interest in the Project for property tax purposes and to provide for certain payments in lieu of ad valorem taxes to be made by the Company with respect to Project, the execution and delivery by the Mayor or the City Manager of the City of a Memorandum of Understanding (the "MOU") among the Issuer, the Company, the City, the County and the County Board of Assessors is hereby authorized and directed; said MOU is to be in substantially the form attached hereto as Exhibit "A", subject to such changes, insertions and omissions as may be approved by the Mayor or the City Manager of the City, and the execution of said MOU by the Mayor or the City Manager of the City shall be conclusive evidence of any such approval.

Section 3. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the MOU shall be deemed to be a stipulation, obligation or agreement of the Mayor or any member, officer, director, agent or employee of the City in his or her individual capacity, and neither the Mayor nor any such member, officer, director, agent or employee shall be personally liable on any revenue bonds issued by the Issuer or be subject to personal liability for monetary damages by reason of the issuance thereof or the execution, delivery and performance of the MOU.

Section 4. General Authority. The proper officers, members, agents and employees of the City hereby are authorized, empowered and directed to take any and all further actions and execute and deliver any and all other agreements, instruments, certificates, assignments, papers and documents as may be necessary or desirable to affect the transactions contemplated by this Resolution and the MOU. The City Clerk is hereby authorized to attest the signature of the Mayor or the City Manager or any other officer of the City and impress, imprint or otherwise affix the seal of the City appearing on the MOU or any of the agreements, instruments, certificates, assignments, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the City Clerk or the City's seal on the MOU or any such other agreements, instruments, certificates, assignments, papers and documents shall not affect the validity or enforceability of the City's obligations thereunder.

Section 5. Actions Approved and Confirmed. All actions previously taken by the officers of the City which are in conformity with the purposes and intent of this Resolution and in

the furtherance of the execution, delivery and performance of the MOU hereby are in all respects approved, ratified and confirmed as actions of the City.

Section 6. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions authorized hereunder.

Section 7. Conflicts. That any and all other resolutions or parts of resolution in conflict with this resolution be, and the same hereby are, repealed, and this Resolution shall be in full force and effect from and after its adoption.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

[Remainder of page intentionally left blank]

Adopted this ____ day of January, 2020.

CITY OF CARTERSVILLE

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

[Signature Page – Anheuser-Busch 2020 City Resolution]

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

(See attached)

CLERK'S CERTIFICATE

The undersigned Clerk of the City of Cartersville, Georgia (the "City"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the resolution adopted on January __, 2020, by the members of the City Council of the City in a meeting duly called, noticed and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of record in the Minute Book of the City which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the City, this ____ day of January, 2020.

Clerk
City of Cartersville

(SEAL)

[Anheuser-Busch 2020 City Resolution]

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**Agreement**” or “**Memorandum**”) is dated January __, 2020, and is entered into by and between the Development Authority of Cartersville, a public body corporate and politic created and existing under the Constitution and laws of the State of Georgia (the “**Authority**”), Anheuser-Busch, LLC a Missouri limited liability company (said company, and each of its current and future affiliates and their respective successors and assigns are herein called the “**Company**”), Bartow County, Georgia, a political subdivision of the State of Georgia (the “**County**”), the City of Cartersville, Georgia, a municipal corporation of the State of Georgia (the “**City**”), and the Board of Assessors of Bartow County (the “**Board of Assessors**”).

I. **PURPOSE.** The Authority has been duly created and is validly existing as an instrumentality of the City and County, and is a public body corporate and politic, all as more particularly set forth in O.C.G.A. § 36-62-1 *et seq.* (the “**Development Authorities Law**”). Pursuant to the Development Authorities Law, for the public purpose of developing and promoting trade, commerce, industry, and employment opportunities for the public good and the general welfare and to promote the general welfare of the State of Georgia (the “**State**”). The purpose of this Memorandum is to reflect the understanding and intent of the parties in connection with a proposed capital investment project by the Company which would be located in the City and County, as more particularly described herein (the “**Project**”), and to describe certain inducements and incentives available with respect to such proposed Project. The Project which would represent a substantial capital investment and increase employment in the City and the County, all of which would constitute valuable, non-cash consideration to the Authority, the County, the City, and their citizens, and would further the public purposes for which the Authority was created.

II. THE PROJECT.

2.1 The Project. As used herein, references to the “**Project**” include the Building and the Equipment (as defined below), as the same may exist from time to time. The Project consists of (i) the construction of an expansion to an existing warehouse building (said building as expanded, the “**Building**”) which is to be located on a portion of the existing land in Bartow County, Georgia which is owned by the Company and operated as a brewery (the “**Brewery**”), and (ii) the acquisition and installation of certain machinery, equipment, furniture, furnishings and other tangible personal property in the Brewery. The Project shall be owned by the Authority and rented to the Company under the terms of a Rental Agreement (the “**Rental Agreement**”). The Rental Agreement shall provide that the Company shall be responsible for the acquisition, construction and installation of the Project and for conveying the same to the Authority and shall otherwise include the terms describe in Exhibit A attached hereto. The Authority shall issue and transfer to the Company a series of revenue bonds to be issued by the Authority (the “**Bonds**”) in a principal amount not to exceed \$100,000,000 for the purpose of compensating the Company for the costs of acquiring, constructing and equipping the Project (collectively, the “**Project Costs**”).

2.2 Excess Project Costs. Any costs of the Project that exceed the available proceeds of the Bonds, or any portion thereof, shall be paid by the Company and the Authority shall have no liability therefor.

2.3 Indemnity. The Company shall reimburse the Authority or otherwise pay on behalf of the Authority any and all reasonable expenses actually incurred by the Authority following notice to and approval by the Company in connection with the Project and in connection with the issuance of the Bonds. The Company shall also indemnify, hold harmless and defend the Authority and its members, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from acquisition, construction and installation activities by the Company) that may arise out of or relate to: (a) the issuance of the Bonds, (b) the execution, delivery and performance of any lease and all other documents, instruments and agreements entered into in connection therewith (including, without limitation, the Definitive Documents described below), and (c) the design, fabrication, acquisition, installation and operation of the Project, including, without limitation, the violation by the Company of any laws, rules, regulations, or permits in connection therewith. The indemnity contained in this Section 1.3 shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of, or breach of this Agreement by, such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement. This indemnity may be superseded by a similar indemnity in the Definitive Documents (defined below); otherwise, it shall remain in full force and effect, and if the Bonds are not issued and delivered, this indemnity shall survive the termination of this Agreement.

2.4 Closing. As used herein, the term “**Closing**” shall mean the date that the Bonds are issued and the related Rental Agreement and other Definitive Documents (as defined below) with respect to such Bonds are executed and delivered by the parties thereto and title to the Project, or any portion thereof, is transferred to the Authority.

2.5 Pre-Issuance Costs Relating to the Project. The Company shall be permitted to conduct activities related to the planning, developing, acquiring, constructing, fabricating, equipping and carrying out of the Project prior to (as well as after) the issuance and delivery of the Bonds applicable to the Project. The Company may expend its own funds to pay Project Costs prior to the issuance of the Bonds. Contracts or other documents for the design, acquisition, construction, fabrication, and equipping of the Project shall be let by the Company in its own name and not in the name of the Authority. The Company acknowledges and agrees that any financial liability of the Authority with respect thereto is limited to proceeds of the Bonds and that if the proceeds of the Bonds to be applied to payments under such contracts are not sufficient to fulfill the Company’s obligations under such contracts, the Company shall be the only source of payment thereof and the Company shall pay amounts due thereunder to the extent not paid from proceeds of the Bonds. If the Company elects to exercise its rights granted in this Section, it is understood and agreed that expenditures of funds by the Company in connection with the Project shall be at the entire risk of the Company, and in the event costs are incurred by the Company, reimbursement by the Authority for such costs or advances can only be made from the proceeds of the Bonds when such Bonds are issued.

III. BOND FINANCING.

3.1 The Bonds. The Authority shall issue the Bonds (the “**Bonds**”) in an amount not to exceed \$100,000,000, as and when requested by the Company (the “**Maximum Bond Amount**”), to pay or to reimburse the Company or the Authority, or both, for Project Costs as permitted by the Development Authorities Law. It is acknowledged by the parties hereto that under existing law the Bonds will not qualify for tax-exempt status under the applicable provisions of the Internal Revenue Code and, accordingly, it is the intention of the parties that the interest on such Bonds shall be includable in the gross income of the holders thereof. The Company shall be responsible for the arrangements pertaining to the sale of the Bonds. The Bonds may be acquired by the Company or an affiliate of the Company or may be sold to one or more banks, insurance companies, financial institutions or accredited investors in a private placement. The Bonds shall be sold under one or more bond purchase agreements (a “**Bond Purchase Agreement**”), to be executed by the Authority, the Company and the original purchaser(s) or underwriter(s) of the Bonds (the “**Bond Purchaser**”). If requested by the Company, any the Bonds may be issued under the terms of a trust indenture with a corporate trustee to be named by the Company which shall set forth the terms of the Bonds (an “**Indenture**”). The Bonds may be issued in the form of a draw-down obligation providing for the Bond Purchaser to purchase all or any portion of the Bonds from time to time in such amounts as shall be directed by the Company or any affiliate and as shall be required to provide for the funding of the costs of the Project. The terms of the Bonds (principal amortization, final maturity, interest rate(s), redemption provisions, and other terms) shall be as provided for in the resolution of the Authority authorizing the issuance of such series of the Bonds (the “**Bond Resolution**”) or in the related Bond Purchase Agreement or any related Indenture (as defined below), or in a combination of the foregoing, and shall be reflected in the form of the Bonds. The Bonds shall be issued and sold by the Authority at such price and upon such terms as shall be provided in the Bond Purchase Agreement.

3.2 The Rental Agreement and Definitive Documents. Title to the Project shall be held by the Authority. The Rental Agreement shall create a bailment for hire with respect to the personal property portions of the Project and a usufruct with respect to the real property portions of the Project. If an Indenture is utilized, the Authority will pledge its interest in the related Rental Agreement and the rentals, revenues and receipts due thereunder to the corporate trustee for the benefit of the holders of the Bonds, and the terms of such Indenture shall be agreed upon by the Authority, the Company and said corporate trustee. In addition, at the request of the Company, the Authority shall convey any title which it may hold in and to the Project or the portion thereof to be financed with the Bonds to said corporate trustee or directly to the holder(s) of the Bonds by a security deed, security agreement, assignment of leases and rents or other security document, or any combination thereof, for the benefit of the holders of the Bonds (collectively, the “**Security Documents**”). Notwithstanding the foregoing, it is understood and agreed that the Bonds may be structured as draw-down Bonds which would anticipate that subsequent to the issuance of the Bonds the Company may acquire and install portions of the Project and transfer title to the same to the Authority, in which case the principal amount of the Bonds shall increase. The Rental Agreement shall require the Company to make periodic payments (“**Basic Rent**”) at the times and in the amounts as are required to pay the principal of, the redemption premium (if any), and the interest on the Bonds as the same become due and payable, but shall specifically provide that if the bailee under such Rental Agreement also owns

the Bonds, payments of Basic Rent under the Rental Agreement and payments of debt service on the Bonds may be offset without the need for any actual payment thereof. Furthermore, at the request of the Company, the Authority shall enter into one or more Documents Escrow Agreements with the Company and an escrow agent to be selected by the Company (which may be the Company itself or an affiliate thereof) (a “**Documents Escrow Agreement**”) under which the Authority shall execute and deposit in escrow such limited warranty deeds, bills of sale, assignments or other documents reasonably requested by the Company for the purpose of transferring title to the property that is subject to the Rental Agreement to the Company (or any designee thereof) upon the exercise of any purchase option provided to the Company upon the expiration or termination of such Rental Agreement. The Bond Resolution, Indenture, Rental Agreement, Bond Purchase Agreement, Security Documents, Documents Escrow Agreement and other related documents executed in connection with the Bonds shall contain terms and provisions of the type generally utilized in connection with “conduit” bond issues. Such documents shall constitute the “**Definitive Documents**”. All of the Definitive Documents shall be subject to the written approval of the Company.

3.3 Preparation of Definitive Documents. The law firm of Alston & Bird LLP, Atlanta, Georgia, shall serve as Bond Counsel (“**Bond Counsel**”) with respect to the issuance and delivery of the Bonds and as counsel to the Company. Bond Counsel shall prepare the Definitive Documents for the Bonds, including the documents required in connection with the judicial validation of such Bonds, for review and comment by the parties, and provide at Closing a legal opinion regarding the validity and enforceability of such Bonds. The parties hereto acknowledge and agree that in connection with the transactions described herein (i) Archer & Lovell, P.C. shall serve as counsel to the City and co-counsel to the Authority, (ii) H. Boyd Pettit, III, P.C., Cartersville, Georgia, shall serve as counsel to the County and the Board of Assessors and as co-counsel to the Authority (said counsel, together with Archer & Lovell, P.C. shall together be called, the “**Local Counsel**”), and (iii) Alston & Bird LLP shall serve as special counsel to the Company (“**Company Counsel**”). Local Counsel shall be required to give a standard legal opinion at the closing of the issuance and sale of each series of Bonds which shall be in form and substance satisfactory to the Company and Bond Counsel relating to the due authorization, execution, delivery and enforceability of the Definitive Documents to which the Authority is a party. Company Counsel shall be required to give a standard legal opinion at the closing of the issuance and sale of each series of Bonds which shall be in form and substance satisfactory to the Authority and Bond Counsel relating to the due authorization, execution, delivery and enforceability of the Definitive Documents to which the Company is a party. The fees and expenses of Bond Counsel, Company Counsel and Local Counsel shall be payable by the Company at Closing. The fees and expenses of Local Counsel are described in Section 3.5 hereof. The fees and expenses of Bond Counsel and Company Counsel shall be paid by the Company pursuant to a separate fee agreement between the Company and such counsel. Upon the issuance and delivery of the Bonds, if there is any inconsistency between the terms of this Agreement and the terms of the Definitive Documents, the provisions of the Definitive Documents shall control.

3.4 Other Forms of Financing. Nothing herein shall prevent the Company or any of its affiliates from entering into any other mode of financing secured by any portion of the Project and the Authority agrees that at the request of the Company, it shall assign, encumber, convey or transfer its interest in the Project or any portion thereof and/or the Rental Agreement as security

for any such financing. At the request of the Company, the Authority agrees to execute and deliver such security agreements, joinders, or other documents or agreements as may be deemed by the Company to be necessary or desirable to effectuate any such assignment, encumbrance, conveyance or transfer; provided that such documents shall be reasonably satisfactory to the Authority and shall specifically provide that the Authority shall not have any pecuniary liability to the Company or any lender in connection therewith and the Authority's liability shall be limited to the interest of Authority in the property owned by the Authority and conveyed or assigned pursuant thereto.

3.5 Transaction Costs. The Company shall pay or reimburse any commercially reasonable out-of-pocket expenses of the Authority and its members, directors, officers, and agents which have either been specifically identified in this Agreement or otherwise previously authorized by the Company in writing, including, without limitation, the fees and expenses of Bond Counsel and Local Counsel, incurred in connection with the Project, the preparation and negotiation of this Agreement and any Definitive Documents and the proposed issuance and judicial validation of each series of the Bonds, regardless of whether or not the Bonds are issued (taking into account progress made, in the event the Bonds are not issued). Absent extraordinary circumstances or litigation, the fees of Local Counsel relating to the issuance of the Bonds (the "**Counsel Fees**") shall equal the sum of (i) one-eighth of one percent (0.125%) of the first Fifty Million Dollars (\$50,000,000) of the principal amount of the Bonds issued and (ii) one-thirty second of one percent (0.03125%) of the remaining principal amount of the Bonds, plus reasonable expenses actually incurred and shall be payable to Local Counsel at Closing; provided, however, if the Bonds are not issued the Counsel Fees shall be based on Local Counsel's normal hourly rate and amount of hours spent by such Counsel in connection with the Project. The Company shall also pay to the Authority a closing fee (the "**Authority Fee**") payable on the date of Closing of the Bonds in an amount equal to one-eighth of one percent (0.125%) of the Maximum Principal Amount of the Bonds issued the Project. Payment of the Authority Fee shall be contingent on the issuance of the Bonds to which such relates, but payment of the fees and expenses of Local Counsel and Bond Counsel shall not be contingent on the issuance of any Bonds and the obligation to pay such fees and expenses shall survive the termination of this Agreement;

IV AD VALOREM PROPERTY TAX PROVISIONS.

4.1 Basis for Property Taxation. The parties to this Agreement understand and agree that the Authority is not subject to *ad valorem* property taxation on its interest in the Project. The parties further acknowledge and agree that the Rental Agreement shall constitute a bailment for hire with respect to the personal property portions of the Project and a usufruct with respect to the real property portions of the Project and that the interest of the Company in the Project shall not be subject to *ad valorem* property taxation. The interest of the Company in any property that is subject to a Rental Agreement shall only be possessory in nature and such interest shall not arise until the acquisition, construction and equipping of the Project has been completed and is available to be used by the Company for commercial use (the "**Date of Beneficial Use**") at which time exclusive possession of the Project shall be delivered to the Company. In accordance with the foregoing and as shall be specified in the applicable Rental Agreement, the Rental Agreement shall be effective as of its date, but the term of such Rental Agreement (the "**Rental Agreement Term**") for purposes of calculating PILOT Payments (as

hereinafter described) pursuant to Sections 4.2 and 4.4 below shall not begin until the first day of January following the Date of Beneficial Use (the “**Term Commencement Date**”). The term of such Rental Agreement shall expire on the 31st day of December immediately before the tenth (10th) anniversary of the Term Commencement Date. The Board of Assessors acknowledges and attests to its familiarity with the form of the Rental Agreement as described herein, and expressly confirms that such will be treated as conveying a non-taxable bailment for hire with respect to the personal property portions of the Project and a usufruct with respect to the real property portions of the Project to the Company. This Agreement shall be among the documents that are judicially validated in connection with the validation of the Bonds.

4.2 Payments During Acquisition/Installation Period. The Date of Beneficial Use shall be evidenced by the Certificate of Completion to be provided by the Company to the Authority and the Board of Assessors. No *ad valorem* tax or Non-School PILOT Payments (as hereinafter defined) shall be payable with respect to the Project prior to the Date of Beneficial Use.

4.3 PILOT Payments (School Taxes). The Company expressly acknowledges and agrees that during the period commencing on first day of the Rental Agreement Term and ending on the date title to the Project is transferred to the Company (the “**PILOT Period**”), the Company shall be obligated to make annual payments in lieu of taxes with respect to all *ad valorem* property taxes that would be payable with respect to the City Schools in an amount equal to 100% of the *ad valorem* taxes with respect to City Schools that would be payable if full fee simple title to such property were held by the Company (the “**School PILOT Payments**”). Notwithstanding the foregoing, in calculating School PILOT Payments any *ad valorem* property taxes payable with respect to acquisition, construction and equipping of the Project prior to the first day of January following the Date of Beneficial Use shall be excluded.

4.4 PILOT Payments (Non-School Taxes). The Company expressly acknowledges and agrees that during the PILOT Period and following January 1 after the Date of Beneficial Use,, the Company shall be obligated to make annual payments in lieu of taxes with respect to all *ad valorem* property taxes that would be payable with respect to the City and the County (but not the City Schools) (the “**Non-School PILOT Payments**” and collectively with the School PILOT Payments, the “**PILOT Payments**”) in an amount equal to the difference between (a) the amount *ad valorem* taxes with respect to County and the City (but not the City Schools) that would be payable if full fee simple title to such property were held by the Company (the “**Pro Forma Tax Amount**”), less (b) the Pro Forma Tax Amount multiplied by the applicable annual adjustment factor (the “**PILOT Adjustment Factor**”) for the year and type of property in question as set forth on Schedule I attached hereto. No Non-School PILOT Payments shall be due or payable with respect to any property included in the Project during the period commencing on the date title to such property is transferred to the Authority and ending on December 31 of the calendar year in which the Date of Beneficial Use with respect to such property occurred. An example of the calculation of PILOT Payments is set forth on Schedule II attached hereto (and by reference incorporated herein).

4.5 Personal Property Tax Returns; Taxation of Building and Payment of PILOT Payments. In order to determine the amount of PILOT Payments payable hereunder, on an annual basis, the Company shall file a return covering the Equipment that is included in the

Project for *ad valorem* taxation purposes in the City and the County, together with and such additional documentation and information as may be necessary in order for the Board of Assessors to value the Equipment for *ad valorem* property tax purposes. Each such return shall specifically indicate which property is subject to the Rental Agreement and which property is not. The Board of Assessors agrees to value the Building for *ad valorem* property tax purposes separately from the other real property located at the Brewery and to prepare a separate property tax bill with respect to the Building which shall be sent to both the Company and the Authority. The parties hereto acknowledge and agree that the fair market value of the property included in the Project and subject to the Rental Agreement will be valued for *ad valorem* property tax purposes using the normal appraisal methods used by the Board of Assessors and in accordance with Georgia law. All PILOT Payments will be due and payable at the same time as taxes would ordinarily be payable in each year. Should the Company fail to make any PILOT Payments described herein at the times and in the manner provided for in this Agreement, the Company shall be obligated to pay to the Authority or the Tax Commissioner of the County (the “**Tax Commissioner**”) or such other entity as may be designated in writing by the Authority, in addition to such PILOT Payments an amount that shall be equal to the penalties and interest that would be assessed against the Company if such PILOT Payments were delinquent *ad valorem* taxes. The Tax Commissioner or such other entity shall provide written notice to the Company of any such penalties and interest. The PILOT Payments to be paid hereunder shall be paid by the Company to the Authority.

4.6. Raw Land. The raw land upon which the Building will be located, but not the improvements located thereon as part of the Project, shall at all times be assessed at 100% of *ad valorem* taxes for real property, and shall be payable to the Authority in the same manner as provided for the PILOT Payments.

4.7 Property Tax Audits and Company’s Right to Contest. The Board of Assessors and the Tax Commissioner shall have all of the rights (including, without limitation, audit rights) and remedies related to PILOT Payments, interest and penalties, as they would have in the case of *ad valorem* property taxes (including, without limitation, in the case of delinquent *ad valorem* property taxes). Notwithstanding the foregoing, the parties hereto acknowledge and agree that the Company shall have all of the same rights and remedies to contest the calculation, determination or payment of the amount of any PILOT Payments or any interest and penalties assessed in connection therewith, as it would have in the case of a dispute over *ad valorem* property taxes, including, without limitation, the right to contest the taxability or valuation of the Project or any portion thereof, by the Board of Assessors. Without limitation, the Company shall have the right of arbitration provided in O.C.G.A. Sec. 48-5-311(f) and the right of appeal to the Superior Court provided in O.C.G.A. Sec. 48-5-311(g).

4.8 Reversion to Normal Taxability. If title to any portion of the Project that was subject to the Rental Agreement is acquired by the Company, the portion of the Project so acquired by the Company will be taxable according to normal *ad valorem* property taxation rules that are applicable to privately-owned property.

4.9 Board of Assessors. The provisions of this Agreement relative to the assessment and taxability of the Project for *ad valorem* property tax purposes are the obligation and responsibility of the Board of Assessors. The Board of Assessors is joining in this Agreement to

acknowledge that this Agreement is consistent with applicable requirements and that the Board of Assessors intends and agrees to classify, for taxation purposes, the Company's interest in the personal property portions of the Project as a non-taxable bailment for hire and the real property portions of the Project as a usufruct, all as contemplated in this Agreement and the Rental Agreement. The County and the City also acknowledge and agree to such classification and agree that the Board of Assessors shall comply with the foregoing. A non-inclusive summary of general procedures and requirements as to the Board of Assessors and the Bartow County Tax Commissioner are included herein as Schedule III.

V. ADDITIONAL ASSISTANCE.

5.1 Permits. The appropriate officials of the City and the County will meet to expedite the plan review and permitting process for the acquisition, construction, equipping and operation of the Project, including all site disturbance permits, building permits, licenses, variances, special use permits, site plan and other approvals that the Company deems to be necessary or desirable in connection with the Project (herein collectively referred to as the "**Permits**"). The Authority shall appoint a project manager to be a liaison to assist the Company in connection with the development of the Project.

5.2 Impact Fee Waiver. The City and the County hereby waive any and all impact fees that might otherwise be payable in connection with the acquisition, construction and equipping of the Project.

VI. RECOUPMENT OF INCENTIVES:

6.1 Inducement. The Company acknowledges that an important factor in its decision where to locate the Project will be the support of the State and local community, as evidenced in part by the economic incentives being offered by the State and the parties hereto as described herein. Such incentives are being provided to induce the Company to renovate and expand its operations at the Brewery, with attendant job retention and investment on the part of the Company, all of which constitutes valuable consideration to the Authority and the citizens of the County and of the State. The parties acknowledge that the incentives provided for in this Agreement serve a public purpose through the job creation and retention and investment generation represented by the Project being acquired, installed and placed in service. The parties further acknowledge that the cost/benefit requirements applicable to the Authority while providing such incentives dictate that some measure of recovery must be applied in the event that relatively high percentage of the anticipated job creation and investment does not for any reason fully materialize. It is the intention of the parties hereto that, in the event the Company shall not achieve 80% of the investment goal set forth herein with respect to the Project during the Performance Period (as hereinafter defined), then the Company shall forego all or a portion of the property tax savings otherwise offered to the Company in this Agreement in accordance with the provisions of this Article VI. The following provisions of this Agreement, together with the Schedules attached hereto, are intended to further prescribe and define the foregoing intentions of the parties.

6.2 Community Jobs Goal. The Company shall have the goal of providing not fewer than twelve (12) new full-time jobs at the Project (the "**Community Jobs Goal**"). The number

of new “full-time jobs” shall be defined and determined as provided on Schedule B attached hereto (and by reference made a part hereof).

6.3 Community Investment Goal. The Company shall have the goal of making capital investments in connection with the Project of a total of \$85,000,000 (the “**Community Investment Goal**”). The types of investments that shall be taken into account in calculating whether the Community Investment Goal has been satisfied shall be determined as provided on Schedule C attached hereto (and by this reference made a part hereof).

6.4 Annual Reports. On or before March 1 of the year immediately following the year in which the Date of Beneficial Use occurs and continuing until the earlier of (i) the year following the year in which the Rental Agreement is terminated or (ii) the Substantial Goals Compliance (as hereinafter defined) has occurred (the “**Performance Period**”) the Company shall file with the Authority a report (each, an “**Annual Report**”) that shall contain a statement as to the cumulative amount of capital investment incurred with respect to the Project as of the end of the immediately preceding calendar year during the Performance Period calculated in accordance with the provisions of Schedule C and a calculation of the percentage of Community Investment Goal reached as of the end of the immediately preceding calendar year (the “**Community Investment Goal Percentage**”). If any Annual Report shows that the Community Investment Goal Percentage equals or exceeds 80% (the “**Substantial Goals Compliance**”), no additional Annual Reports shall be required to be filed by the Company.

The Company shall provide such supporting information regarding the information and calculations set forth in the Annual Reports reasonably requested by the Authority; provided, however, the Company shall not be required to provide any information that the Company reasonably believes would violate the privacy rights of its employees or that the Company reasonably believes constitutes a trade secret or would provide its competitors with an advantage if disclosed.

6.5 Community Recovery Payments. If no Annual Report for the Project shows that the Company has achieved Substantial Goals Compliance, then the Company shall be required to make a recovery payment (a “**Community Recovery Payment**”) calculated by multiplying (x) the difference between 100% and the highest Community Investment Goal Percentage shown in any Annual Report (the “**Recovery Percentage**”), by (y) the total amount of *ad valorem* property taxes saved by the Company during the Performance Period (the “**Recovery Amount**”); provided, however, (i) in no event shall the total of all PILOT Payments and the Recovery Payment exceed the amount of ad valorem taxes that would have been payable if the Company owned all of the property subject to Rental Agreement in its own name during the applicable period. In no event shall the Company be liable for failure to satisfy the Community Jobs Goal or the Community Investment Goal other than as specifically set forth herein.

6.6 Force Majeure. Notwithstanding anything else herein contained, the Company shall be excused for not satisfying the Community Investment Goal during any period that it certifies in an Annual Report (the “**Force Majeure Certification**”) that it was prevented from doing so due to *force majeure*. For purposes of this Agreement “*force majeure*” means the following: acts of God; strikes or other industrial disturbances; acts of public enemies; condemnation, orders or restraint of any kind of the government of the United States of America,

the State of Georgia or any of its counties or municipalities, or of any of their respective departments, agencies or officials, or of any civil or military authority; insurrections; riots; acts of terrorism, landslides; earthquakes; fires; storms; droughts; floods; explosions; and any other cause or event any unexpected event (including, without limitation, hurricane, tornado, typhoon, flooding, lightning, blizzard and other unusually severe weather, earthquake, avalanche, volcanic eruption, fire, strike, riot, civil disorder, insurrection, war, explosion, unavoidable calamity, subsurface site conditions not known to the Company and not revealed by third-party reports, moratorium on development or construction of the Project, delays in issuance of necessary permits or other governmental approvals, the unavailability or shortage of materials or equipment or unusual delays in shipping, unexpected reductions for demand of products due to general economic conditions or specific industry changes or disruptions, or other act of God which prevents or hinders the Company or its affiliates from performing its obligations under this Agreement and which act or event is (i) beyond the reasonable control, and not arising out of the fault, of such party, and (ii) such party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, other than through unbudgeted expenditures of money. Any Force Majeure Certification shall include a description of the applicable force majeure event or events, the commencement of such event or events and the date the effect of any such event or events abated. The effect of *force majeure* for such purposes shall be that for any year in which the Company is entitled to claim, and does claim, the benefit of such provision, the Company shall be considered to satisfy the Community Investment Goal and no Community Recovery Payment shall be required to be made. The Company's requirement to file Annual Reports shall resume as scheduled beginning with the year immediately following the year in which the effect of the force majeure abated and the Performance Period shall be extended for the period during which such *force majeure* event or events were in existence.

6.7 Failure to Make Required Payments; Failure to File Report. If the Company fails to pay any Community Recovery Payment when due, interest shall be paid by the Company thereon at the same rate of interest chargeable for late property tax payments from the date of the Authority's notice to the Company of a failure to make such payment until paid. If the Company fails to provide to the Authority an Annual Report for any year as required pursuant to this Article VI and such failure continues for sixty (60) days following a written notice from the Authority, the Authority may on its own and based on information furnished by the Company or otherwise available to it, calculate the Community Investment Goal Percentage, and, with respect to the last Annual Report, to determine the amount of any Community Recovery Payment due from the Company hereunder. Any such calculation and determination so made by the Authority shall be final and binding upon the Company in the absence of manifest error.

VII TERMINATION OF AGREEMENT.

7.1 Termination of Agreement Before Closing. If, despite the good faith efforts of the parties, the Closing of the issuance of the Bonds is not completed by December 31, 2020, either the Authority or the Company may terminate this Agreement by giving a written notice of termination to the other party; provided however, that the Company shall have the option, if it has reasonable cause for doing so, to extend the Closing date for a reasonable period of time, but through no later than 5:00 p.m. Eastern time on June 30, 2021, by providing written notice to the Authority of the Company's exercise of such extension option. For such purposes, "reasonable

cause” shall include, but is not necessarily limited to, anything that would constitute an event of "force majeure" (as described in Section 6.5 hereof).

7.2 Termination by the Authority. The Authority shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, upon the default or failure of the Company to comply with the provisions of Section 6.6 hereof or to make any indemnification payment pursuant to the provisions of Section 2.3 hereof by giving written notice thereof to the Company; provided, however, before any such termination notice becomes effective (i) the Company shall have sixty (60) days after receipt of written notice from the Authority of its intent to exercise the termination rights provided in this Section in addition to any other cure period specified herein to effect a cure thereof in which case no termination shall be permitted, and (ii) the Company shall have the right to contest its obligation to pay or perform any of such provisions in which case such default notice shall be suspended during the period such payment or performance is being diligently contested by the Company through appropriate legal proceedings.

7.3 Termination by the Company. The Company shall have the right to terminate this Agreement at any time prior to the Closing with respect to the issuance of the Bonds, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Authority.

7.4 Effect of Termination. If any party terminates this Agreement pursuant to a right provided herein or if this Agreement expires, this Agreement shall terminate or expire as to all parties without any further liability on the part of any party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

VIII MISCELLANEOUS.

8.1 Assignment. The Authority may not assign its rights and obligations hereunder except to another public body of the State which has the power to perform the Authority’s obligations hereunder and which assumes all the Authority’s obligations hereunder either in writing or by operation of law. All rights and benefits of the Company under this Agreement may be transferred and assigned by the Company, in whole or in part, to any one or more individuals, corporations, partnerships (general or limited), joint ventures, or other entities which propose to acquire the Project, in whole or in part, with the same effect as if such individuals, corporations, partnership, joint ventures, or other entities were named as the Company in this Agreement; provided, however, the Company shall not be released from its obligations for costs and indemnification and following any such assignment, unless the assignee of this Agreement assumes in writing the Company’s obligations hereunder. A copy of any such written assumption shall be delivered to the Authority. Notwithstanding the foregoing, the Company’s rights under this Agreement shall be deemed to have been assigned automatically and without the necessity of any further actions or consents to any assignee of the Rental Agreement in accordance with the terms of the Rental Agreement and any release of the Company from its obligations under the Rental Agreement will likewise, and to the same extent, release the Company from its obligations hereunder to the extent such obligations are assumed in writing by such assignee.

8.2 Notices. Any notice required to be given by any party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service, addressed to the appropriate party at the addresses set forth below (or to such other address as any of the parties below may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with an overnight courier service:

If to the Authority:	Development Authority of Cartersville Post Office Box 1390 1 North Erwin Street Cartersville, Georgia 30120 Attention: Chairman c/o City Manager
with a copy to:	Archer & Lovell, P.C. 336 South Tennessee Street Post Office Box 1024 Cartersville, Georgia 30120 Attention: Keith Lovell, Esq. And
If to the Board of Assessors:	Bartow County Board of Assessors 135 West Cherokee Avenue, Suite 243B Cartersville, Georgia 30120 Attention: Chief Appraiser
If to the County Commissioner:	Bartow County Commissioner 135 West Cherokee Avenue, Suite 251 Cartersville, Georgia 30120
If to the Company:	Anheuser-Busch, LLC One Busch Place St. Louis, MO 63118 Attention: Legal Dept. – Tom Larson
	and
	Anheuser-Busch, LLC One Busch Place St. Louis, MO 63118 Attention: Tax Dept

with a copy to:

Glenn R. Thomson, Esq.
Alston & Bird LLP
1201 West Peachtree Street NW
Atlanta, Georgia 30309
Telecopy: (404) 253-8266

If to the City:

City of Cartersville
P.O. Box 1390
1 North Erwin Street
Cartersville, Georgia 30120

with a copy to:

Archer & Lovell, P.C.
336 South Tennessee Street
Post Office Box 1024
Cartersville, Georgia 30120
Attention: Keith Lovell, Esq.

8.3 Confidential Information. All confidential information acquired by the Authority, the City, the County or the Board of Assessors and their respective officers, officials, employees, agents, advisors and counsel relating to the Company, shall be held in confidence by them and shall not disclose such information to any third party (other than any third party approved by the Company), subject to their legal obligations as public bodies pursuant to O.C.G.A. § 15-18-70, *et seq.* and § 50-14-1, *et seq.*; provided that the Company has provided the affidavit required by O.C.G.A. § 15-18-72(a)34. The Company and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement as confidential, and shall not disclose such information to any third party (other than officials with the State of Georgia and any other third party approved by the Authority), including, without limitation, any competing communities or States.

8.4 No Partnership or Agency. No partnership or agency relationship between or among the parties shall be created as a result of this Agreement.

8.5 Survival of MOU. This Agreement shall survive the Closing of the Bonds and the expiration or termination of the Rental Agreement but may be modified or superseded in whole or in part by the Definitive Documents to the extent that the Definitive Documents expressly so provide.

8.6 Governing Law; Jurisdiction and Venue. The transactions contemplated hereunder, and the validity and effect of this Agreement are exclusively governed by and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the state's conflict of law rules. The Company consents to jurisdiction over it and to venue in the County.

8.7 Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the parties hereto.

8.8 Entire Agreement. This Agreement, together with the Definitive Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof.

8.9 Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

8.10 No Personal Liability of Representatives of Public Bodies. No official, member, director, officer, agent, or employee of the Authority, the City, the County or the Board of Assessors shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement.

8.11 No Personal Liability of Representatives of Company. No official, member, manager, director, officer, agent, or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

8.12 Time is of the Essence. Time is of the essence for this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Authority approves and executes this Memorandum of Understanding as if the date first above written.

AUTHORITY:

**DEVELOPMENT AUTHORITY OF
CARTERSVILLE**

By: _____
Chairman

(SEAL)

Attest:

By: _____
Secretary

IN WITNESS WHEREOF, the Company approves and executes this Memorandum of Understanding as of the date first above written.

COMPANY:

ANHEUSER-BUSCH, LLC
a Missouri limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the County approves and executes this Memorandum of Understanding as of the date first above written.

BARTOW COUNTY, GEORGIA

By: _____
Steve Taylor
Sole Commissioner

(SEAL)

Attest:

By: _____
Kath Gill
County Clerk

IN WITNESS WHEREOF, the City approves and executes this Memorandum of Understanding as of the date first above written.

CITY OF CARTERSVILLE, GEORGIA

By: _____
Mathew J. Santini
Mayor

(SEAL)

Attest: _____
Meredith Ulmer
City Clerk

(SEAL)

IN WITNESS WHEREOF, the Board of Assessors approves and executes this Memorandum of Understanding as of the date first above written.

**BOARD OF ASSESSORS OF
BARTOW COUNTY**

By: _____
Name: Freddy Wehunt
Title: Chairman

EXHIBIT A

DESCRIPTION OF THE RENTAL AGREEMENT

The Rental Agreement between the Authority and the Company or one of its affiliates shall include the following general provisions:

1. Term. The Rental Agreement shall be effective as of its date (or such later date it is executed and delivered) and shall expire on the 31st day of December immediately preceding the tenth (10th) anniversary of the first day of January following the date the acquisition, construction and equipping of the Project has been completed and is available to be used by the Company for commercial use (the “**Rental Agreement Term**”), or upon earlier termination as provided therein.

2. Rent. The amounts payable under the Rental Agreement as rent will be paid directly to the Bondholders or to a corporate trustee to be selected by the Lessee for the benefit of the Bondholders, as the case may be, at such times and in such amounts as shall be timely and sufficient to pay the principal of, premium, if any, and interest on the bonds as the same shall become due and payable. The obligation of the Lessee to make all payments required under the Rental Agreement shall be absolute and unconditional after the delivery of the bonds.

3. Assessments and Charges. The Company will pay all customary assessments or utility charges which may be lawfully levied, assessed or charged upon the Company or the Project or the payments derived from the Rental Agreement if failure to pay would result in a lien or charge upon the Project or the revenues of the Authority therefrom.

4. Maintenance; Repair; Modifications; Substitutions and Additions. The Company shall agree to keep the Project in reasonably safe condition as its operations shall permit and to keep the Project in reasonably good repair and in good operating condition, subject to normal wear and tear, as is consistent with the Company’s normal operating policies. The Company shall be permitted in its sole discretion to replace, substitute, dispose of or transfer obsolete, worn-out, unsuitable or unwanted machinery, equipment and related personal property included in the Project and to make additions, modifications and improvements to the Project, so long as the Project shall continue to be a project which may be financed by the Authority under applicable law. At the request of the Company, the Authority shall execute and deliver any and all bills of sale, releases or other documents which may be required in connection with any such replacement, substitution, disposition or transfer.

5. Insurance. The Company shall keep the Project insured against loss, damage or perils, and will carry public liability insurance covering personal injury, death or property damage with respect to the Project, consistent with its normal operating policies, but the Company may at any time elect to be self-insured.

6. Compliance with Laws. The Company will agree to endeavor to acquire, install, occupy and maintain the Project in accordance with all applicable federal, state, county and

municipal laws, ordinances, rules and regulations, including, without limitation, all environmental laws; provided, however, the Company shall be permitted to contest in good faith, at its expense and in its name or in the name of the Authority, the validity or application of any such laws, ordinances, rules or regulations.

7. Limited Obligations of the Authority. The Rental Agreement shall provide that in the performance of the agreements contained therein on the part of the Authority, any obligation it may incur for the payment of money shall not be a general debt on its part or of the City, the County or the State of Georgia, but shall be payable solely from the payments received under the Rental Agreement or from bond proceeds and, under certain circumstances, insurance proceeds and condemnation awards.

8. Authority Expenses; Indemnification. The out-of-pocket expenses of the Authority shall be reimbursed by the Company as provided in Section 2.3 of the Memorandum of Understanding. The Rental Agreement and / or a separate indemnification agreement to be entered into by the Company in favor of the Authority shall contain agreements providing for the indemnification of the Authority and the individual directors, officers, agents, and employees thereof for all expenses incurred by them and for any claim of loss suffered or damage to property or any injury or death by any person incurred in connection with the planning, design, acquisition, installation, financing and carrying out of the Project or the operation of the Project, including but not limited to violations of state or federal environmental laws, except any loss resulting from the gross negligence, willful misconduct, bad faith of, or breach of the Rental Agreement or the Memorandum of Understanding by, such indemnified parties.

9. Transfer of Project. During the Rental Agreement Term the Authority shall be prohibited from transferring title to the Project or any portion thereof, except at the written direction of the Company. Upon the expiration or sooner termination of the Rental Agreement Term, the Authority shall transfer title to the Project to the Company so long as the Company shall have as the purchase price thereof (i) paid (or caused to be paid) in full the outstanding principal amount of the bonds and all accrued and unpaid interest thereon or shall have cancelled such bonds (or caused the same to be cancelled) in full, plus (ii) \$1.00. At the closing of the issuance of the Bonds, the Authority shall execute and deliver to the Company or an escrow agent appointed by the Company a bill of sale and assignment transferring title to the Project to the Company or its assigns.

SCHEDULE I**PILOT PAYMENT ADJUSTMENT FACTORS**

The PILOT Payment Adjustment Factor for each year during the Rental Agreement Term shall be set forth as follows:

Rental Agreement Term Year	Building	Machinery and Equipment (Depreciation Groups 2 and 3)	Machinery and Equipment (Depreciation Groups 1 and 4)
1	100.0000%	100.0000%	100.0000%
2	90.0000%	100.0000%	80.0000%
3	80.0000%	100.0000%	60.0000%
4	70.0000%	65.7143%	40.0000%
5	60.0000%	55.7143%	20.0000%
6	50.0000%	45.7143%	0%
7	40.0000%	35.7143%	0%
8	30.0000%	25.7143%	0%
9	20.0000%	15.7143%	0%
10	10.0000%	5.7143%	0%
11 and thereafter	0%	0%	0%

SCHEDULE II

CALCULATION OF PILOT PAYMENTS

SCHOOL PILOT PAYMENT CALCUALTION:

If for any particular year while title to the Project is held in the name of the Authority, the Fair Market Value of the real and tangible personal property included in the Project is determined to be \$85 million for ad valorem property tax purposes, the Taxable Value of the Project will be \$34 million (40% of \$85 million) and the millage rate established for the City School District (both operations and bonds) is 10 mills (0.10%), then the applicable School PILOT Payment for that year will be calculated as follows:

- Fair Market Value = \$85 million
- Taxable Value = \$34 million (40% of \$85 million)
- City School District Millage Rate = 10 mills
- School PILOT Payment Due = \$340,000 (\$34 million multiplied by 0.10%)

NON-SCHOOL PILOT PAYMENT CALCULATION:

If for the fifth year during the Rental Agreement Term for the Project, the real and tangible personal property included in the Project is determined to have the Fair Market Values for ad valorem property tax purposes as show below and the millage rates established for the City, the County and the State aggregate to 15 mills (0.15%), then the ad valorem property taxes payable by the Company with respect to its interest in the Project will be calculated as follows:

- Fair Market Value of Building = \$15 million
- Fair Market Value of Equipment in Depreciation Categories 2 and 3 = \$35 million.
- Fair Market Value of Equipment in Depreciation Categories 1 and 4 = \$35 million
- Taxable Value of Building, Equipment - Depreciation Categories 1 and 4 and Equipment - Depreciation Categories 2 and 3 (40% of Fair Market Value) = \$6 million, \$14 million and \$14 million, respectively.
- Taxable Value of the Building (\$6 million) multiplied by 40.0% (100 minus 60.0% - the applicable Adjustment Factor for Building for Rental Agreement Term Year #5) = \$2,400,000.

- Taxable Value of Equipment in Depreciation Categories 2 and 3 (\$14 million) multiplied by 44.2857% (100 minus 55.7143% - the applicable Adjustment Factor for such Equipment for Rental Agreement Term Year #5) = \$6,199,998.
- Taxable Value of Equipment in Depreciation Categories 1 and 4 (\$14 million) multiplied by 80.0% (100 minus 20.0% - the applicable Adjustment Factor for such Equipment for Rental Agreement Term Year #5) = \$11,200,000.
- Non-School PILOT Payment Due = \$19,799,998 (\$2,400,000 + \$6,199,998 + 11,200,000) multiplied by the applicable millage rate of 15 mills (total applicable millage rate less the millage rate for the City School District) or \$296,999.97.
- TOTAL PILOT PAYMENT
- Are equal to the applicable School Pilot Payment plus the Non-School Pilot Payment.
- In the above example, it would be \$636,999.97 which equals the sum of the School PILOT Payment (\$340,000) and the Non-School PILOT Payment (\$296,999.97).

SCCHEDULE III

The following is a brief summary of important dates and obligations of the Company with respect to ad valorem taxes, pursuant to State Law, these dates are subject to change, it is the Company's responsibility to comply with all State law requirements.

- Property returns for Real Estate and Personal Property are due no later than April 1 each year. The reported property is "as of" January 1 of the current year. For example: The stage of completeness of real estate on January 1 should be reported. Likewise, ALL equipment on location on January 1 is reportable.
- A detailed asset list should accompany all personal property returns and reporting forms. The lists should detail the item description, year of purchase and cost. If the property has multiple "phases" the detail should include which phase corresponds to each asset.
- Late Returns are subject to a penalty. Penalties are assessed at 10% of FMV.
- Freeport applications are due on April 1 each year. Late applications are subject to a reduced exemption or denial. Freeport exemption does not roll over from year to year. A new application must be made every year.
- Assessment notices are mailed Spring of each year. Once the assessment notice is mailed, appeals may be filed only within 45 days of the notice. Therefore, someone from the company should thoroughly review the values at this time and express any concerns in writing.

SCHEDULE B

RULES FOR SATISFYING THE COMMUNITY JOBS GOAL

1. For purposes of this Agreement, the number of new and retained “full-time jobs” shall be defined and determined, from time to time, as provided follows:

Full-time job – means a job with no predetermined end date, with a regular work week of 35 hours or more for the entire normal year of local company operations; leased, contract, or third-party jobs will, for the purposes of the satisfaction of Community Jobs Goal, be considered employees of the Company.

2. The number of full-time jobs shall be calculated as provided below.
 - a) The number of jobs shall be determined based on the monthly average number of full-time employees subject to Georgia income tax withholding for the taxable year.
 - b) The monthly average number of full-time employees in a taxable year shall be determined by the following method:
 - (i) for each month of the taxable year, count the total number of full-time employees of the business enterprise that are subject to Georgia income tax withholding as of the last payroll period of the month or as of the payroll period during each month used for the purpose of reports to the Georgia Department of Labor;
 - (ii) add the monthly totals of full-time employees; and
 - (iii) divide the result by the number of months the business enterprise was in operation during the taxable year. Transferred jobs and replacement jobs may not be included in the monthly totals.

SCHEDULE C

RULES FOR SATISFYING THE COMMUNITY INVESTMENT GOAL

1. All expenditures with respect to any real or personal property located at the Premises which may be capitalized in connection with the acquisition, construction, installation or initial operation thereof under applicable U.S. federal tax or generally accepted accounting principles, without regard to depreciation (except as provided in 3 below), shall be included in the calculation of investments for purposes of the determining whether the Community Investment Goal is met.

2. Machinery, equipment and other personal property previously used by the Company at another location which is relocated by the Company to the Project may be counted at net book value, or, if requested and substantiated by the Company to the Authority's reasonable satisfaction, at its fair market value.

3. All rent payments made or to be made by the Company under either a capital or an operating lease for machinery, equipment or other personal property located at the Project during the term of the Rental Agreement, or fifteen (15) years, whichever is less, shall be aggregated and included in the calculation of investments for purposes of the determining the amount of the Community Investment Goal.

4. All expenditures described in paragraphs 1, 2 and 3 above shall be counted whether or not the property with respect to which such expenditures have been made is titled in the name of the Authority.

SCHEDULE D

CALCULATIONS OF COMMUNITY RECOVERY PAYMENTS

The following are examples of the calculation of a Community Recovery Payment. The numbers and amounts described below are not intended to represent the actual investment goals for the Project and were selected for the purpose of preparing these examples only.

Example A – No Community Recovery Repayment Required.

The Community Investment Goal for the Project was \$100,000,000. As of end of the Performance Period for Project X, the total investment by the Company in the Project was \$65,000,000 and the total amount of the *ad valorem* property taxes saved by the Company during the Performance Period was \$100,000.

- Tax Savings Amount \$100,000
- Investment Commitment - \$100,000,000
- Actual investment made - \$82,000,000 (82% of Commitment)
- Community Investment Goal Percentage (greater than 80%)
- No repayment required

Example B – Community Recovery Repayment Required.

The Community Investment Goal for Project X was \$100,000,000. As of end of the Performance Period, the total investment by the Company in Project X as shown in any Annual Report was \$75,000,000 and the total amount of ad valorem property taxes saved by the Company during the Performance Period was \$400,000.

- Investment commitment - \$100,000,000
- Actual investment made - \$75,000,000 (75% of Commitment)
- Community Investment Goal Percentage (less than 80%)
- Repayment Percentage – (100% - 75%) = 25%
- Community Recovery Payment – 25% x \$400,000 = \$100,000.



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
Farmers Market Coordinator Position**

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	<p>This is an intergovernmental agreement between Bartow County, the City of Cartersville and the Cartersville-Bartow Convention and Visitors Bureau (CVB). The agreement states that the parties would share the cost of funding (\$5,000 each annually) a Farmers Market Coordinator position. The Coordinator will promote the market, recruit vendors, enforce market rules and collect critical data associated with the market.</p> <p>We request that the Mayor and City Clerk be authorized to execute the Agreement on behalf of the City of Cartersville.</p>
City Manager's Remarks:	Your approval of the agreement that provides for the farmers market coordinator position to be split between the City, County and CVB is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

STATE OF GEORGIA
COUNTY OF BARTOW

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between Bartow County, a political subdivision of the State of Georgia, hereinafter referred to as “County”, and the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia, (hereinafter referred to as “City”) and the Cartersville-Bartow Convention and Visitors Bureau (hereinafter referred to as “CVB”).

WITNESSETH:

WHEREAS, Bartow County, the City of Cartersville and the Cartersville-Bartow Convention and Visitors Bureau have a mutual desire to improve health outcomes in Bartow County by increasing citizens access to fresh produce and local foods; and

WHEREAS, the Cartersville Farmers Market is a community market supported by the City of Cartersville, local farmers, community members and a host of other local agencies; and

WHEREAS, the parties agree that the revitalization of the downtown Farmers Market is the first step toward increasing community awareness, recruiting new vendors, encouraging community wellness initiatives and creating a sense of community; and

WHEREAS, the parties agree to share in the cost of funding a Farmers Market Coordinator position for the purpose of revitalizing the downtown Cartersville Farmers Market, whose primary duties shall be to promote the Market, recruit vendors, enforce market rules and collect critical data associated with the operation of a successful and vital local farmers market; and

WHEREAS, Pursuant Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the parties may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, the County, the City and the CVB deem it to be in the best interest of the citizens of Bartow County to enter into an intergovernmental agreement to provide the services as described herein;

WHEREAS, the Commissioner of Bartow County has reviewed this Agreement and has adopted a resolution authorizing him to execute it on behalf of County; and the City Council of Cartersville, at the regular meeting of the City Council, has reviewed this Agreement and authorized its Mayor and City Clerk to execute the Agreement; the Cartersville-Bartow Convention and Visitors Bureau Board of Directors has reviewed this Agreement and has authorized its Chairman to execute the Agreement.

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

1.

The City of Cartersville agrees to continue providing the venue space for the “Farmers Market” in downtown Cartersville at the Founders Oak Parking Lot. The City shall delegate responsibilities to the Farmers Market Coordinator regarding the approval and/or denial of vendor permits and the collection of fees associated with the issuance of vendor permits for the market.

2.

The Bartow County Extension Office is the designated host department for the Farmers Market Coordinator position. The Coordinator shall be under the direct supervision of the Director of the Bartow County Extension Office. The Extension Office shall provide supplies, equipment, travel expenses, training and other support as deemed necessary and appropriate and shall assume responsibility for the market’s fiscal compliance and accountability transactions, including but not limited to vendor permits, donations, grants and expenses. All transactions for the operation of the Farmers Market, including vendor permits, donations, grants and expenses shall be handled through the Bartow County Extension Office 501c3 account.

3.

The County, the City and the CVB agree to equally share in the cost of the salary for the Coordinator position, each party providing \$5,000 annually toward the position.

4.

This Agreement shall be made effective as of May 1, 2019 and shall continue on an annual basis until such time as the parties determine the project is complete, the position of Market Coordinator is no longer considered to be a viable component for the success of the Farmers Market, or the parties agree that the continuation of the agreement is no longer necessary or appropriate.

5.

This Agreement contains all of the terms and conditions and represents the entire understanding of the parties.

IN WITNESS WHEREOF, County and City have caused this Agreement to be fully executed by their proper authorities and attested with their official seals affixed hereto, as set forth in triplicate originals.

SIGNATURES

CITY OF CARTERSVILLE

BARTOW COUNTY

BY: _____
Matthew Santini
Mayor

BY: _____
Steve Taylor
Commissioner

ATTEST: _____
Meredith Ulmer
City Clerk

ATTEST: _____
Kathy Gill
County Clerk

CARTERSVILLE-BARTOW CONVENTION AND VISITORS BUREAU

BY: _____
Title _____

ATTEST: _____
Title _____



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
WPCP Nutrient Upgrade – Change Order No. 2**

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 six months and is proceeding well. Because this is a multi-year construction project, I would like to update Council every 6 months at a minimum. If necessary, a change order detailing the financial impact of all project changes in the prior period will be presented at each update. If there is a need for more frequent updates, I am happy to do so.</p> <p>On October 17, 2019, Council approved Change Order Number 1 (CO#1) which decreased the original contract amount approved on January 17, 2019 by \$781,146.52. Change Order Number 2 (CO#2) details all project changes since October and amends the construction contract to add weather days incurred in the months of October and November. The net financial impact of all changes is an additional \$37,840.99. A total of eight (8) days will be added to each of the project milestone dates due to weather delays in October and November 2019. If approved, this change order will result in a new contract amount of \$36,819,577.11.</p> <p>Your approval of this change order is recommended. This is a bond funded project.</p>
City Manager's Remarks:	This change order will allow for 8 days to be added to the project milestone days due to the weather delays in October and November. The new contract amount would be \$36,819,577.11 if approved. Your approval of the change order is recommended.
Financial/Budget Certification:	All expenses related to the project will be allocated to account 505.3330.54.1347 Nutrient Removal Modifications.
Legal:	
Associated Information:	

Date of Issuance: 1/09/2020	Effective Date: 1/09/2020
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 – Credit for overtime hours and Saturday work by resident project representative. See attached WCD 013-02, -03, and -04 for clarification. This change decreases the amount of the Contract by \$7,234.00.
2. WCD 015 – Add bent plates and galvanizing steel modifications at Chemical Storage and Feed building. See attached WCD 015 for clarification. This change increases the amount of the Contract by \$3,832.76.
3. WCD 016 – Modify location of new storm drain JB A7. See attached WCD 016 for clarification. See attached WCD 016 for clarification. This change increases the amount of the Contract by \$8,597.10.
4. WCD 017 – Modify the 2 in NPW tie in location and add a gate valve and valve box for Solids Storage. See attached WCD 017 for clarification. This change increases the amount of the Contract by \$7,891.51.
5. WCD 018 – Reroute the existing 6 in NPW line underneath the proposed 42 in storm drain between DIA2 and DIA1. See attached WCD 018 for clarification. This change increases the amount of the Contract by \$5,034.76.
6. WCD 019 – Locate oil pump adjacent to screw pump gear box #3. See attached WCD 019 for clarification. The change increases the amount of the Contract by \$9,854.57.
7. WCD 020 – Delete manholes EMH-4 and CMH-1. See attached WCD 020 for clarification. The change decreases the amount of the Contract by \$10,500.00.
8. WCD 021 – Modify paving plan to use concrete instead of asphalt at east edge of solids storage, move trench drain, and update grading plan. See attached WCD 021 for clarification. The change increases the amount of the Contract by \$5,570.97.
9. WCD 022 – Replace existing 6-strand FO cable with 12-strand FO cable. See attached WCD 022 for clarification. The change increases the amount of the Contract by \$14,793.32.
10. Add 8 days to the Contract for all milestones for weather delays for October and November 2019.

Attachments: *[List documents supporting change]*


WCDs 013-02, 013-03, 013-04, 015, 016, 017, 018, 019, 020, 021, 022

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 Order No. 1: \$ <u>781,146.52</u>	[Increase] from previously approved Change Order No. 1: Milestone 1: <u>17 Days</u> Milestone 2: <u>6 Days</u> Substantial Completion: <u>6 Days</u> Ready for Final Payment: <u>6 Days</u> <div style="text-align: right;">days</div>
Contract Price prior to this Change Order: \$ <u>36,781,736.12</u>	Contract Times prior to this Change Order: Milestone 1: <u>317 Days</u> Milestone 2: <u>546 Days</u> Substantial Completion: <u>906 Days</u> Ready for Final Payment: <u>966 Days</u> <div style="text-align: right;">days or dates</div>
[Increase] of this Change Order: \$ <u>37,840.99</u>	[Increase] of this Change Order: Milestone 1: <u>8 Days</u> Milestone 2: <u>8 Days</u> Substantial Completion: <u>8 Days</u> Ready for Final Payment: <u>8 Days</u> <div style="text-align: right;">days</div>
Contract Price incorporating this Change Order: \$ <u>36,819,577.11</u>	Contract Times with all approved Change Orders: 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>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Senior Associate</u>	Title _____	Title _____
Date: <u>1/09/2020</u>	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Date of Issuance: 1/09/2020	Effective Date: 1/09/2020
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)

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Attachments: *[List documents supporting change]*


WCDs 013-02, 013-03, 013-04, 015, 016, 017, 018, 019, 020, 021, 022

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 Order No. 1: \$ <u>781,146.52</u>	[Increase] from previously approved Change Order No. 1: Milestone 1: <u>17 Days</u> Milestone 2: <u>6 Days</u> Substantial Completion: <u>6 Days</u> Ready for Final Payment: <u>6 Days</u> <div style="text-align: right;">days</div>
Contract Price prior to this Change Order: \$ <u>36,781,736.12</u>	Contract Times prior to this Change Order: Milestone 1: <u>317 Days</u> Milestone 2: <u>546 Days</u> Substantial Completion: <u>906 Days</u> Ready for Final Payment: <u>966 Days</u> <div style="text-align: right;">days or dates</div>
[Increase] of this Change Order: \$ <u>37,840.99</u>	[Increase] of this Change Order: Milestone 1: <u>8 Days</u> Milestone 2: <u>8 Days</u> Substantial Completion: <u>8 Days</u> Ready for Final Payment: <u>8 Days</u> <div style="text-align: right;">days</div>
Contract Price incorporating this Change Order: \$ <u>36,819,577.11</u>	Contract Times with all approved Change Orders: 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>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Senior Associate</u>	Title _____	Title _____
Date: <u>1/09/2020</u>	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Requested Resident Inspector Overtime**Work Change Directive No.** 013-02

Date of Issuance: 10/4/2019

Effective Date: 10/4/2019

Owner: City of Cartersville

Owner's Contract No.: N/A

Contractor: Archer Western

Contractor's Project No.: 219016-003

Engineer: Hazen and Sawyer

Engineer's Project No.: 32407-003

Project: Cartersville WPCP

Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Attached Resident Inspector Overtime monthly summary presents the Resident Inspector Overtime costs for September 2019 and total project accumulated Resident Inspector Overtime cost through the end of September 2019. The cost for this month is a credit in the amount of \$3,714.00. The total cost over the project is a credit in the amount of \$10,754.00.

Attachments: *[List documents supporting change]***Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ (3,714.00)

decrease

Contract Time 0 days

N/A


Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

By:  By: _____
 Engineer (Authorized Signature)

AUTHORIZED BY:

 By: _____
 Owner (Authorized Signature)

RECEIVED:

By:  By: _____
 Contractor (Authorized Signature)

Title: Senior Associate

Title: Assistant Director

Title: Project Manager

Date: 10/4/2019

Date: 10/4/2019

Date: 10/8/2019

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Cartersville WPCP Nutrient Removal Upgrade Resident Inspector Overtime Monthly Summary

Year	Month	Inspector	No. Hrs	Rate	Cost	Sum to Date	Date Accepted
2019	May	Tim Ball	18	\$110	\$ 1,980.00	\$ 1,980.00	9/26/2019
2019	July	Tim Ball	15	\$110	\$ 1,650.00	\$ 3,630.00	9/26/2019
2019	August	Tim Ball	31	\$110	\$ 3,410.00	\$ 7,040.00	9/26/2019
2019	September	Tim Ball	21	\$110	\$ 2,310.00	\$ 9,350.00	
2019	September	Blake Diggs	13	\$108	\$ 1,404.00	\$ 10,754.00	
2019	October				\$ -	\$ 10,754.00	
2019	November				\$ -	\$ 10,754.00	
2019	December				\$ -	\$ 10,754.00	
2020	January				\$ -	\$ 10,754.00	
2020	February				\$ -	\$ 10,754.00	
2020	March				\$ -	\$ 10,754.00	
2020	April				\$ -	\$ 10,754.00	
2020	May				\$ -	\$ 10,754.00	
2020	June				\$ -	\$ 10,754.00	
2020	July				\$ -	\$ 10,754.00	
2020	August				\$ -	\$ 10,754.00	
2020	September				\$ -	\$ 10,754.00	
2020	October				\$ -	\$ 10,754.00	
2020	November				\$ -	\$ 10,754.00	
2020	December				\$ -	\$ 10,754.00	

Requested Resident Inspector Overtime**Work Change Directive No.** 013-03

Date of Issuance: 11/13/2019

Effective Date: 11/13/2019

Owner: City of Cartersville

Owner's Contract No.: N/A

Contractor: Archer Western

Contractor's Project No.: 219016-003

Engineer: Hazen and Sawyer

Engineer's Project No.: 32407-003

Project: Cartersville WPCP

Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Attached Resident Inspector Overtime monthly summary presents the Resident Inspector Overtime costs for October 2019 and total project accumulated Resident Inspector Overtime cost through the end of October 2019. The cost for this month is a credit in the amount of \$1,980.00. The total cost over the project is a credit in the amount of \$12,734.00.

Attachments: *[List documents supporting change]***Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

 Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other Project reasons.**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ (1,980.00)

decrease

Contract Time 0 days

N/A

Basis of estimated change in Contract Price: Lump Sum Unit Price Cost of the Work Other**RECOMMENDED:****AUTHORIZED BY:****RECEIVED:**

By: 
 Engineer (Authorized Signature)

By: 
 Owner (Authorized Signature)

By: 
 Contractor (Authorized Signature)

Title: Senior Associate

Title: Assistant Director

Title: Project Manager

Date: 11/13/2019

Date: 11/13/2019

Date: 11/14/2019

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Cartersville WPCP Nutrient Removal Upgrade Resident Inspector Overtime Monthly Summary

Year	Month	Inspector	No. Hrs	Rate	Cost	Sum to Date	Date Accepted
2019	May	Tim Ball	18	\$110	\$ 1,980.00	\$ 1,980.00	9/26/2019
2019	July	Tim Ball	15	\$110	\$ 1,650.00	\$ 3,630.00	9/26/2019
2019	August	Tim Ball	31	\$110	\$ 3,410.00	\$ 7,040.00	9/26/2019
2019	September	Tim Ball	21	\$110	\$ 2,310.00	\$ 9,350.00	10/8/2019
2019	September	Blake Diggs	13	\$108	\$ 1,404.00	\$ 10,754.00	10/8/2019
2019	October	Tim Ball	18	\$110	\$ 1,980.00	\$ 12,734.00	
2019	November				\$ -	\$ 12,734.00	
2019	December				\$ -	\$ 12,734.00	
2020	January				\$ -	\$ 12,734.00	
2020	February				\$ -	\$ 12,734.00	
2020	March				\$ -	\$ 12,734.00	
2020	April				\$ -	\$ 12,734.00	
2020	May				\$ -	\$ 12,734.00	
2020	June				\$ -	\$ 12,734.00	
2020	July				\$ -	\$ 12,734.00	
2020	August				\$ -	\$ 12,734.00	
2020	September				\$ -	\$ 12,734.00	
2020	October				\$ -	\$ 12,734.00	
2020	November				\$ -	\$ 12,734.00	
2020	December				\$ -	\$ 12,734.00	



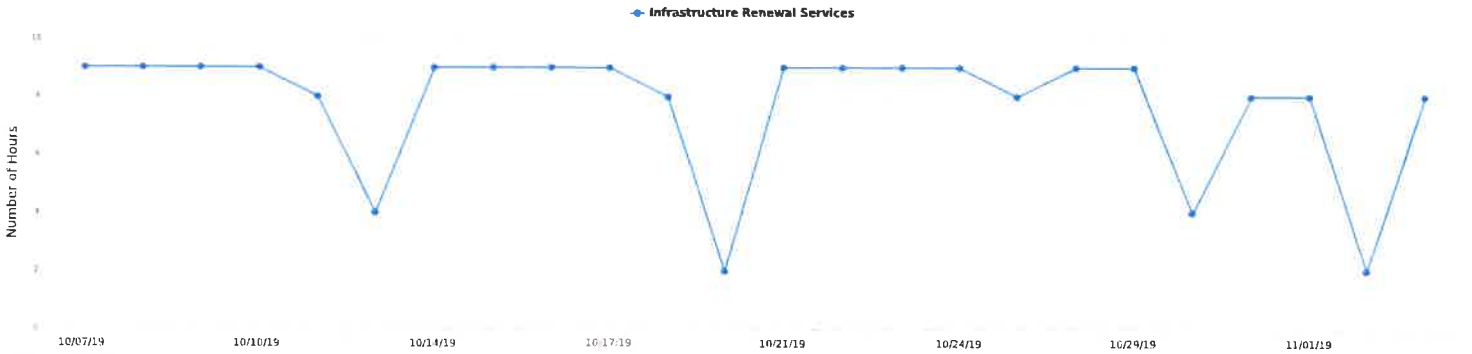
Hazen and Sawyer
5775 Peachtree Dunwoody Road, Suite D-520
Atlanta, Georgia 30342
United States

Printed on Mon Nov 4, 2019 at 03:15 pm EST

Job #: 32407-003 Cartersville WPCP Nutrient Removal Upgrade
102 Walnut Grove Road
Cartersville Georgia. 30120

Daily Log Manpower Report

Manpower Graph



Date	Created By	Company	Workers	Hours	Trade	Cost Code	Location	Comments	Attachments	Man Hours
10/06/19	Tim Ball	Infrastructure Renewal Services	1	8.0				Attend weekly project update meeting		8.0
10/07/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/08/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/09/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/10/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/11/19	Tim Ball	Infrastructure Renewal Services	1	5.0						5.0
10/12/19	Tim Ball	Infrastructure Renewal Services	1	2.0						2.0
10/13/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/14/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/15/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/16/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/17/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/18/19	Tim Ball	Infrastructure Renewal Services	1	5.0				Attend monthly project update meeting		5.0
10/19/19	Tim Ball	Infrastructure Renewal Services	1	2.0				Attend weekly project update meeting		2.0
10/20/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/21/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/22/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/23/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/24/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/25/19	Tim Ball	Infrastructure Renewal Services	1	5.0						5.0
10/26/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/27/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/28/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/29/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
10/30/19	Tim Ball	Infrastructure Renewal Services	1	5.0				Perform close up repair inspection for utility storage area retaining wall		5.0
10/31/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
11/01/19	Tim Ball	Infrastructure Renewal Services	1	8.0				Performed close up repair inspection for utility storage area retaining wall		8.0
11/02/19	Tim Ball	Infrastructure Renewal Services	1	8.0				Rescheduled Geotech for Monday at 8:00 for wet weather wait and retaining wall at utility storage		8.0
11/03/19	Tim Ball	Infrastructure Renewal Services	1	8.0				Performed close up and pre-pour video inspection for clarifier #3 utility wall segment		8.0
11/04/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0

Requested Resident Inspector Overtime**Work Change Directive No.** 013-04

Date of Issuance: 12/11/2019	Effective Date: 12/11/2019
Owner: City of Cartersville	Owner's Contract No.: N/A
Contractor: Archer Western	Contractor's Project No.: 219016-003
Engineer: Hazen and Sawyer	Engineer's Project No.: 32407-003
Project: Cartersville WPCP	Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Attached Resident Inspector Overtime monthly summary presents the Resident Inspector Overtime costs for November 2019 and total project accumulated Resident Inspector Overtime cost through the end of November 2019. The cost for this month is a credit in the amount of \$1,540.00. The total cost over the project is a credit in the amount of \$14,274.00. The credit authorized by the Owner under this WCD will be credited to the Owner Directed Work Items Cash Allowance amount under Item 3.1 in the Contract.

Attachments: November Manhours Report - Tim

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price	\$ (1,540.00)	decrease
Contract Time	0 days	N/A

Basis of estimated change in Contract Price:

- | | |
|---|---|
| <input type="checkbox"/> Lump Sum | <input type="checkbox"/> Unit Price |
| <input type="checkbox"/> Cost of the Work | <input checked="" type="checkbox"/> Other |

RECOMMENDED:

By: 
 Engineer (Authorized Signature)

Title: Senior Associate

Date: 12/10/2019

AUTHORIZED BY:

By: 
 Owner (Authorized Signature)

Title: Assistant Director

Date: 12/12/2019

RECEIVED:

By: 
 Contractor (Authorized Signature)

Title: Project Manager

Date: 12/13/2019

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Item # 10

Cartersville WPCP Nutrient Removal Upgrade Resident Inspector Overtime Monthly Summary

Year	Month	Inspector	No. Hrs	Rate	Cost	Sum to Date	Date Accepted
2019	May	Tim Ball	18	\$110	\$ 1,980.00	\$ 1,980.00	9/26/2019
2019	July	Tim Ball	15	\$110	\$ 1,650.00	\$ 3,630.00	9/26/2019
2019	August	Tim Ball	31	\$110	\$ 3,410.00	\$ 7,040.00	9/26/2019
2019	September	Tim Ball	21	\$110	\$ 2,310.00	\$ 9,350.00	10/8/2019
2019	September	Blake Diggs	13	\$108	\$ 1,404.00	\$ 10,754.00	10/8/2019
2019	October	Tim Ball	18	\$110	\$ 1,980.00	\$ 12,734.00	11/14/2019
2019	November	Tim Ball	14	\$ 110.00	\$ 1,540.00	\$ 14,274.00	
2019	December				\$ -	\$ 14,274.00	
2020	January				\$ -	\$ 14,274.00	
2020	February				\$ -	\$ 14,274.00	
2020	March				\$ -	\$ 14,274.00	
2020	April				\$ -	\$ 14,274.00	
2020	May				\$ -	\$ 14,274.00	
2020	June				\$ -	\$ 14,274.00	
2020	July				\$ -	\$ 14,274.00	
2020	August				\$ -	\$ 14,274.00	
2020	September				\$ -	\$ 14,274.00	
2020	October				\$ -	\$ 14,274.00	
2020	November				\$ -	\$ 14,274.00	
2020	December				\$ -	\$ 14,274.00	

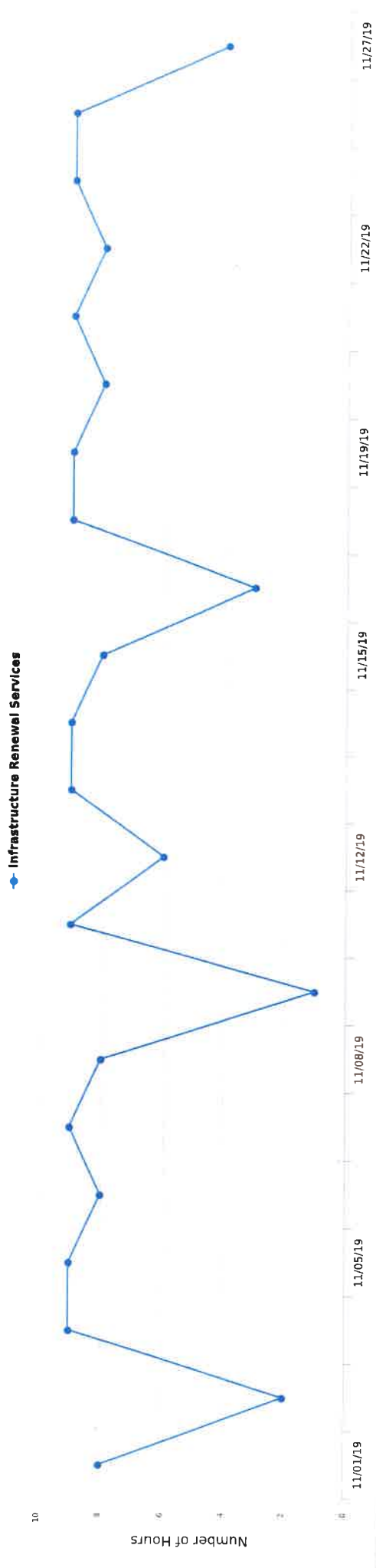


Hazen and Sawyer
 5775 Peachtree Dunwoody Road, Suite D-520
 Atlanta, Georgia 30342
 United States

Printed on Mon Dec 9, 2019 at 05:05 pm EST
 Job #: 32407-003 Cartersville WPCP Nutrient Removal Upgrade
 102 Walnut Grove Road
 Cartersville Georgia, 30120

Daily Log Manpower Report

Manpower Graph



Date	Created By	Company	Workers	Hours	Train	Cost Code	Location	Comments	Attachments	Man Hours
11/27/19	Tim Ball	Infrastructure Renewal Services	1	4.0						4.0
11/26/19	Tim Ball	Infrastructure Renewal Services	1	9.0				Made final inspection of forms and rebar for 3-trough walls and 2-trough base slabs in clarifier # 3.		9.0
11/25/19	Tim Ball	Infrastructure Renewal Services	1	9.0				Attended weekly project update meeting. Notified Scott with AW that Llamas Painting was applying chemical containment coating out of specified temperatures. Llamas Painting did not have proper equipment to measure surface temperature or dew point. Made final preparations for inspection for blower room floor slab.		9.0
11/22/19	Tim Ball	Infrastructure Renewal Services	1	8.0				Reviewed Archer's Pay Request # 9.		8.0
11/21/19	Tim Ball	Infrastructure Renewal Services	1	9.0						9.0
11/20/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
11/19/19	Tim Ball	Infrastructure Renewal Services	1	9.0				Attended weekly project update meeting. Reviewed large pipeline tie-ins that interrupt plant operations with Scott.		9.0
11/18/19	Tim Ball	Infrastructure Renewal Services	1	3.0				Verified mark numbers on stainless steel air piping.		3.0
11/16/19	Tim Ball	Infrastructure Renewal Services	1	8.0				Verified number and size of conduits in electrical duct banks south of blower building electrical room.		8.0
11/15/19	Tim Ball	Infrastructure Renewal Services	1	9.0				Rescheduled Grohydro for tomorrow at 11:00 - 2:00. Reviewed cold weather concrete with Fred. Reviewed 12-inch WAS and 4-inch plant drain lines at filter building with Maya and Blake. Scheduled shutdown of clarifiers #1 and #2 with Bart.		9.0
11/14/19	Tim Ball	Infrastructure Renewal Services	1	6.0				Attended weekly project update meeting.		6.0
11/13/19	Tim Ball	Infrastructure Renewal Services	1	9.0						9.0
11/12/19	Tim Ball	Infrastructure Renewal Services	1	9.0						9.0
11/11/19	Tim Ball	Infrastructure Renewal Services	1	1.0						1.0
11/09/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
11/08/19	Tim Ball	Infrastructure Renewal Services	1	9.0				Made pre-pour inspection of rebar for launder trough walls and base for doghouse manhole.		9.0



Hazen and Sawyer
 5775 Peachtree Dunwoody Road, Suite D-520
 Atlanta, Georgia 30342
 United States

Printed on Mon Dec 9, 2019 at 05:05 pm EST
 Job #: 32407-003 Cartersville WPCP Nutrient Removal Upgrade
 102 Walnut Grove Road
 Cartersville Georgia, 30120

Date	Created By	Company	Workers	Hours	Trade	Cost Code	Location	Comments	Attachments	Min Hours
11/06/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0
11/06/19	Tim Ball	Infrastructure Renewal Services	1	9.0				Scheduled GenHydro for retest of subgrade under blower building. Confirmed hydro test of plant drain lines under blower building.		9.0
11/06/19	Tim Ball	Infrastructure Renewal Services	1	9.0				Attended weekly project update meeting.		9.0
11/07/19	Tim Ball	Infrastructure Renewal Services	1	2.0						2.0
11/07/19	Tim Ball	Infrastructure Renewal Services	1	8.0						8.0

Work Change Directive No. 015

Date of Issuance: 11/13/2019	Effective Date: 11/13/2019
Owner: City of Cartersville	Owner's Contract No.: N/A
Contractor: Archer Western	Contractor's Project No.: 219016-003
Engineer: Hazen and Sawyer	Engineer's Project No.: 32407-003
Project: Cartersville WPCP	Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Add bent plates and galvanizing steel modifications at the Chemical Storage and Feed building, as detailed in RFP 016. The cost for this change is an increase of \$3,832.76, as presented in the attached PCO#016 from Archer Western dated 9/30/19.

Attachments: *[List documents supporting change]*
 PCO#016, RFP #16

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price	\$ 3,832.76	increase
Contract Time	0 days	N/A

Basis of estimated change in Contract Price:

- | | |
|--|-------------------------------------|
| <input type="checkbox"/> Lump Sum | <input type="checkbox"/> Unit Price |
| <input checked="" type="checkbox"/> Cost of the Work | <input type="checkbox"/> Other |

RECOMMENDED:		AUTHORIZED BY:		RECEIVED:	
By: 	By: 	By: 			
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: Senior Associate	Title: Assistant Director	Title: Project Manager			
Date: 11/13/2019	Date: 11/14/2019	Date: 11/14/19			

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

**AW 219016-031**

September 30, 2019

Kristen Smeby, PE
Hazen and Sawyer
5775 Peachtree Dunwoody Road
Suite D-520
Atlanta, GA 30342

PROJECT: Cartersville WPCP Nutrient Removal Upgrade

CONTRACT NO: 505-3330-54-1347

SUBJECT: PCO#016 - RFP#016 Chemical Building Roof Bent Plate Detail

REFERENCE: RFP#016

Dear Mrs. Smeby:

As requested in RFP#016, Archer Western Construction hereby submits pricing for PCO#016 - RFP#016 Chemical Building Roof Bent Plate Detail in the amount of \$3,832.76. This proposal reflects the cost associated with the addition of bent plates and galvanizing steel modifications at the Chemical Storage and Feed building as detailed in RFP#016.

This scope of work is only as specifically included in the attached proposal. No additional time is requested to accomplish this work if a Change Order is approved in a timely manner. This proposal is valid for 30 days from the date of this letter and is subject to change if not approved within this timeframe. Per the requirements of the Contract no work can proceed until receipt of a Change Order incorporating this change into the work.

Please provide approval of the attached proposal or any comments no later than October 14, 2019. If acceptable, provide a Change Order in accordance with Article 10 of the Contract for execution.

Sincerely,
ARCHER WESTERN CONSTRUCTION, LLC

John T. Wilson Digitally signed by John T. Wilson
Date: 2019.09.30 10:04:00-04'00'

John T. Wilson,
Project Manager

Cc: David Walker, AWC
PCO #016 File

PCO #: 16 Work Item #: RFP#016 Sheet 1 Of 1
 Date of work: TBD CONTRACTOR: Archer Western
 DESCRIPTION OF WORK: Added Galv. Bent Plates, Steel Galvanizing



DESCRIPTION	Unit of Msr.	QTY.	MATERIAL		MANHOURS		LABOR		EQUIPMENT		SUB-CONTRACT		OTHER DIRECT COST		TOTAL
			UNIT	EXT.	UNIT	EXT.	RATE	EXT.	UP	EXT.	UP	EXT.	UP	EXT.	
Labor															
SUPERINTENDENT	EA	1			1.5	1.50	\$ 70.00	\$ 105.00		\$0					\$ 105.00
CARP FOREMAN	EA	1			3	3.00	\$ 39.00	\$ 117.00		\$0					\$ 117.00
CARPENTER	EA	1			3	3.00	\$ 33.00	\$ 99.00		\$0					\$ 99.00
LABORER	EA	1			3	3.00	\$ 26.00	\$ 78.00		\$0					\$ 78.00
SUBTOTAL LABOR															\$ 369.00
Equipment / Materials/ Subcontract/ Other Direct Cost															
Galvanized Bent Plate Continuous Along Rake at East and West Exterior End Walls	LS	1.00	\$ 1,370.00	\$ 1,370.00						\$ -		\$ -		\$ -	\$ -
Sandblasting and Galvanizing Bent Plates (Detail 1&2 on A451)	LS	1.00	\$ 990.00	\$ 990.00						\$ -		\$ -		\$ -	\$ 990.00
Anchor Bolt Epoxy	EA	2.00	\$ 59.00	\$ 118.00						\$ -		\$ -		\$ -	\$ 118.00
SUBTOTAL EQUIPMENT, MATERIALS, SUB-CONTRACT AND OTHER DIRECT COST															\$ 2,478.00
SUBTOTAL 1															\$ 2,877.00
TAX @ 7%			\$ 173.46												\$ 173.46
CRAFT LABOR BURDEN @ 48%							\$ 141.12								\$ 141.12
MANAGEMENT LABOR BURDEN @ 68%							\$ 71.40								\$ 71.40
SUBTOTAL 2			\$ 2,651.46		10.50		\$ 611.52		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,262.98	
MARK UP ON LABOR, BURDEN & MATERIALS (15%)															\$ 489.45
MARK UP ON OTHER DIRECT COST (15% OF OTHER DIRECT COST)															\$ -
MARK UP ON SUBCONTRACTOR (5%)															\$ -
SUBTOTAL COST															\$ 3,752.43
SMALL TOOLS AND CONSUMABLES (5% OF LABOR)															\$ 30.58
SAFETY SUPPLIES AND EQUIPMENT (2% OF LABOR)															\$ 12.23
INSURANCE (1%)															\$ 37.52
GRAND TOTAL															\$ 3,832.76

Cartersville WPCP Nutrient Removal Upgrade



DIXIE METAL PRODUCTS, INC.

442 SW 54th Court
Ocala, Florida 34474-1893

www.dixiemetals.com

352-873-2554
Fax 873-2557

CONTRACT CHANGE PROPOSAL No. 1

Project: Cartersville WWTP

Date: August 15, 2019

Work Article: New Steel Bent Plate with Anchors added to DMP Scope of Work

Attention: Joanna Wiggins

**PURSUANT TO YOUR REQUEST, WE AGREE TO THE FOLLOWING CHANGE
IN THE CONTRACT SCOPE OF WORK:**

Proposed as mutual requested, Added cost for the additional work for Dixie Metal scope of work;

Provide bent plate continuous along the rake at the east and west exterior end walls of the Chemical Building per Detail 8 on Drawing A3.

AMOUNT OF THIS CHANGE \$ (+1,370.00)

ANTICIPATED LEAD TIME IS N/A AFTER RECEIPT OF ORDER.

THIS AMOUNT WILL BE INVOICED WITHIN 30 DAYS OF THE WORK. DIXIE METALS WILL NOT COMMENCE WITHOUT YOUR PRIOR AUTHORIZATION. KINDLY ISSUE A WRITTEN CHANGE ORDER IF WE ARE TO PROCEED.

JOB NUMBER: LB-1955000

DIXIE METAL PRODUCTS, INC

CARD NUMBER: _____

BY: _____



DIXIE METAL PRODUCTS, INC.

442 SW 54th Court
Ocala, Florida 34474-1893

www.dixiemetals.com

352-873-2554
Fax 873-2557

CONTRACT CHANGE PROPOSAL No. 2

Project: Cartersville WWTP

Date: August 22, 2019

Work Article: Revise Item 27 Finish From Prime Paint to Galvanize. Work to be added to DMP Scope

Attention: Joanna Wiggins

PURSUANT TO YOUR REQUEST, WE AGREE TO THE FOLLOWING CHANGE IN THE CONTRACT SCOPE OF WORK:

Proposed as mutual requested, Added cost for the additional work for Dixie Metal scope of work;

Item 27 originally was issued to shop with a Prime Paint Finish. A total of 12- ¼" Bent Plates by 3'-5 in length.

Per Phone Call on August 22, 2019 from Joanna Wiggins, Dixie Metal was asked to change the finish to Galvanize.

This price is for Sandblasting 12 Painted Bent Plates, (which were already painted and ready to ship) and Galvanizing them instead.

AMOUNT OF THIS CHANGE \$ (+990.00)

ANTICIPATED LEAD TIME IS N/A AFTER RECEIPT OF ORDER.

THIS AMOUNT WILL BE INVOICED WITHIN 30 DAYS OF THE WORK. DIXIE METALS WILL NOT COMMENCE WITHOUT YOUR PRIOR AUTHORIZATION. KINDLY ISSUE A WRITTEN CHANGE ORDER IF WE ARE TO PROCEED.

JOB NUMBER: LB-1955000

DIXIE METAL PRODUCTS, INC

CARD NUMBER: _____

BY: _____

HAZEN AND SAWYER

5775 Peachtree Dunwoody Road

Suite D-520

Atlanta, GA 30342

Phone: 404.459.6363

REQUEST FOR PROPOSAL #016	
Project	Cartersville WPCP Nutrient Removal Upgrade
Contractor	Archer Western, LLC
Subject	Chemical Building roof bent plate detail
Reference Spec. Section/Drawing No.	Drawing A451, A3, S451

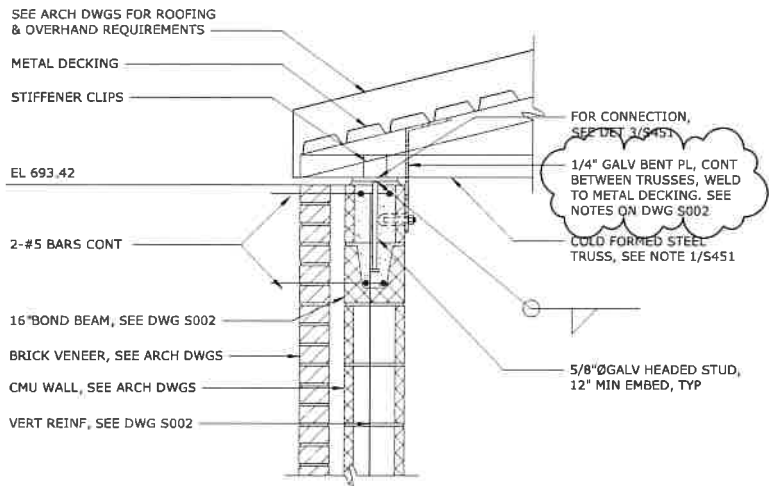
In accordance with the General Conditions of the Contract Documents, you are hereby requested to submit a cost and detailed breakdown for the following work:

- Provide galvanized bent plate continuous along the rake at the east and west exterior end walls of the chemical building per Detail 8 on Drawing A3 and as shown in the attached Sheet 3.
- Bent plate shown in Detail 8 on Drawing A3 shall be galvanized per specification 05035.
- Bent plates shown in Details 1 and 2 on Drawing S451 shall be galvanized per specification 05035 and as indicated in attached Sheets 1 and 2.

Requested By: Kristen L. Smelby
Hazen and Sawyer

Date: 8/27/2019

Cc: Sidney Forsyth (CWD)
Bob Jones (CWD)

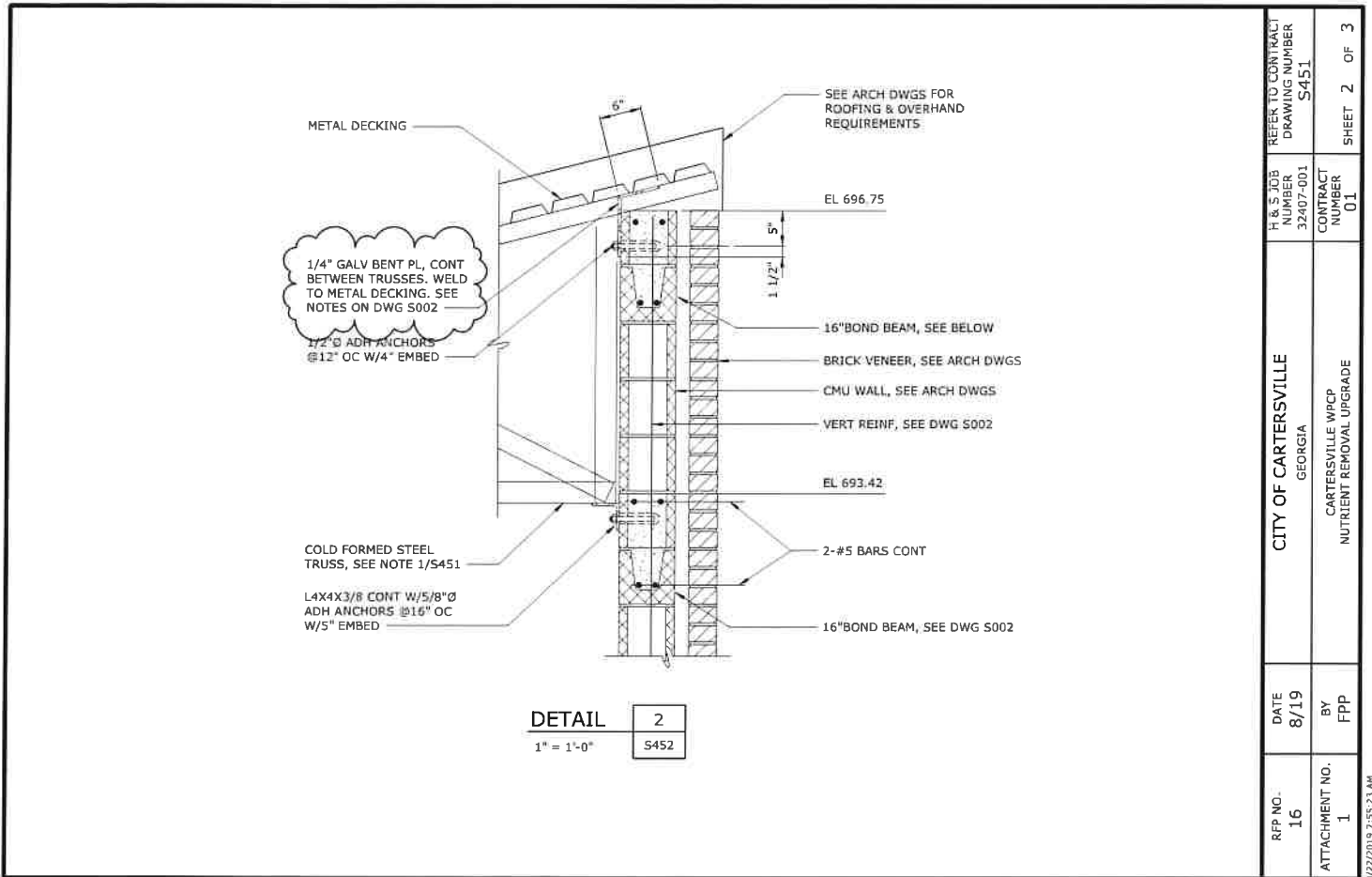


DETAIL 1
 1" = 1'-0" S452

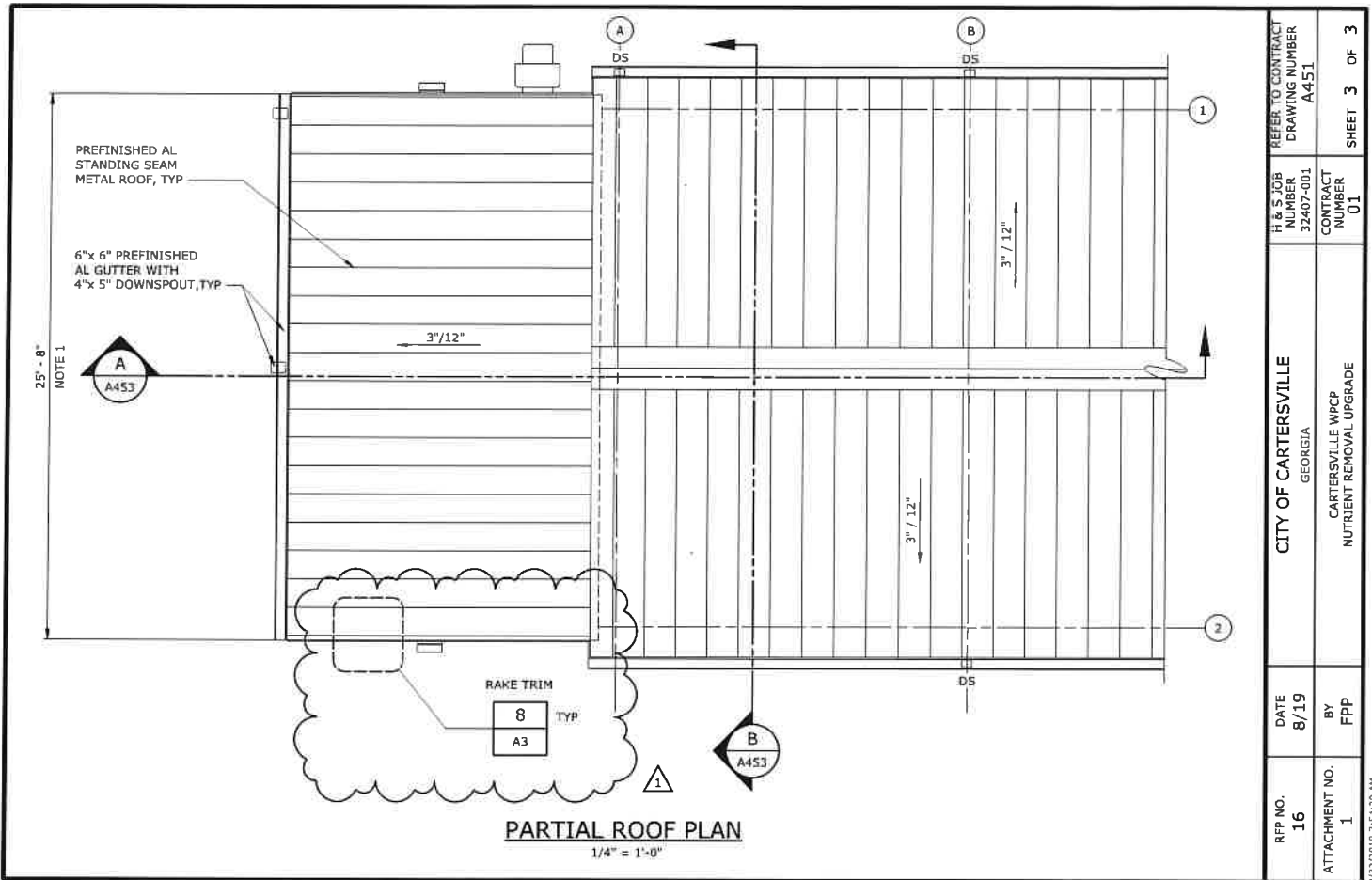
REF. NO. 16	DATE 8/19	CITY OF CARTERSVILLE GEORGIA	REFER TO CONTRACT DRAWING NUMBER S451
ATTACHMENT NO. 1	BY FPP	CARTERSVILLE WPCP NUTRIENT REMOVAL UPGRADE	U.S. JOB NUMBER 32407-001 CONTRACT NUMBER 01
			SHEET 1 OF 3

C:\Users\rdiggs\Documents\22407-001-650-S-BD\igs.rvt

8/22/2019 7:55:23 AM



C:\Users\jdg51\Documents\22407-001-450-5-BD.rgs.rvt



C:\Users\bd9951\Documents\22407-001-450-A_B0195.rvt

8/22/2019 7:54:39 AM

Work Change Directive No. 016

Date of Issuance: 11/11/2019 Effective Date: 11/11/2019
 Owner: City of Cartersville Owner's Contract No.: N/A
 Contractor: Archer Western Contractor's Project No.: 219016-003
 Engineer: Hazen and Sawyer Engineer's Project No.: 32407-003
 Project: Cartersville WPCP Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Modify the proposed location of new storm drain JB A7 10 ft west due to conflict with an existing ductbank, as detailed in PCO #19. The cost for this change is an increase of \$8,597.10, as presented in the attached PCO#019 from Archer Western dated 10/10/19.

Attachments: *[List documents supporting change]*
 PCO#019

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 8,597.10 increase
 Contract Time 0 days N/A

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

RECOMMENDED:
 By: 
 Engineer (Authorized Signature)

Title: Senior Associate
 Date: 11/11/2019

AUTHORIZED BY:
 By: 
 Owner (Authorized Signature)

Title: Assistant Director
 Date: 11/13/2019

RECEIVED:
 By: 
 Contractor (Authorized Signature)

Title: Project Manager
 Date: 11/13/2019

Approved by Funding Agency (if applicable)

By: Date:
 Title:



AW 219016-037

October 10, 2019

Kristen Smeby, PE
Hazen and Sawyer
5775 Peachtree Dunwoody Road
Suite D-520
Atlanta, GA 30342

PROJECT: Cartersville WPCP Nutrient Removal Upgrade

CONTRACT NO: 505-3330-54-1347

SUBJECT: PCO#019 -JBA7 and Existing DuctBank Conflict at Blower Building

REFERENCE: PCO#019

Dear Mrs. Smeby:

Archer Western Construction hereby submits pricing for PCO#019 -JBA7 and Existing DuctBank Conflict at Blower Building in the amount of \$8,597.10. This proposal reflects the cost associated with modifying the proposed location of new storm drain JB A7 10ft west due to conflict with an existing ductbank.

This scope of work is only as specifically included in the attached proposal. No additional time is requested to accomplish this work if a Change Order is approved in a timely manner. This proposal is valid for 30 days from the date of this letter and is subject to change if not approved within this timeframe. Per the requirements of the Contract no work can proceed until receipt of a Change Order incorporating this change into the work.

Please provide approval of the attached proposal or any comments no later than October 24, 2019. If acceptable, provide a Change Order in accordance with Article 10 of the Contract for execution.

Sincerely,
ARCHER WESTERN CONSTRUCTION, LLC

John T. Wilson  Digitally signed by John T. Wilson
Date: 2019.10.10 10:51:51-04'00'

John T. Wilson,
Project Manager

Cc: David Walker, AWC
PCO #019 File

DAILY FIELD CHARGES
ARCHER WESTERN CONSTRUCTION
Cartersville WPCP Nutrient Removal Upgrade (AWC Project # 219016)

Date Of Work: 10/23/2019 PCO / Cost Code: _____
Description Of Work: Move JB A7 10' east to avoid Ex duct bank

LABOR				
NAME	CLASSIFICATION	RATE	TTL. HRS.	AMOUNT
Philip Veitch	pipe foreman		5hr	
Brandon London	pipe labor		5hr	
Juan Cruz Rangel	labor		5hr	
Andrew Morrison	operator		5hr	
TOTAL LABOR				

MATERIALS				
ITEM	QUANTITY	U.P.	AMOUNT	
30" RCP (LF)	16			
57 Stone (TN)	37.25			
Trucking (LD)	2			
TOTAL MATERIALS				

EQUIPMENT				
ITEM	HOURS	RATE	AMOUNT	
Cat 336	5hr			
TOTAL EQUIPMENT				

Total Labor, Materials, and Equipment

Archer Western Construction
Signed by: _____
Print Name: Blake Barali
Date: 10/4/19

CM Representative
Signed by: _____
Print Name: TIM DALL
Date: 10/4/19

DAILY FIELD CHARGES
ARCHER WESTERN CONSTRUCTION
 Cartersville WPCP Nutrient Removal Upgrade (AWC Project # 219016)

Date Of Work: 9/25/19 PCO / Cost Code: _____
 Description Of Work: Storm drain conflict with deck bank at structure A07

LABOR				
NAME	CLASSIFICATION	RATE	TTL. HRS.	AMOUNT
Philip Vitell	Pipe Fitter		10.5	
Tom Cruz Rangel	Laborer		10	
Brandon London	Laborer		10	
Andrew Harrison	Excavator Operator		10	
Jason Franks	Loader Operator		3 1/2	
TOTAL LABOR				

MATERIALS			
ITEM	QUANTITY	U.P.	AMOUNT
TOTAL MATERIALS			

EQUIPMENT			
ITEM	HOURS	RATE	AMOUNT
CAT 320 Loader	3 1/2		
CAT 336 Excavator	10		
TOTAL EQUIPMENT			

Total Labor, Materials, and Equipment

Archer Western Construction
 Signed by: [Signature]
 Print Name: Blake Barabio
 Date: 10/8/19

CM Representative
 Signed by: [Signature]
 Print Name: TIM SALL
 Date: 10/8/19



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

INVOICE 784188

Invoice Date: 9/24/2019

Customer Copy

RECEIVED

SEP 30 2019

Sold to: F34096
Archer Western Contr., Ltd
2410 Paces Ferry Road SE
Suite 600
Atlanta, GA 30339

ARCHER WESTERN
ATLANTA REGIONAL OFFICE

Job Number: 19-14718
Ship to: CARTERSVILLE WPCP UPGRADE
102 Walnut Grove Road SE
CARTERSVILLE, GA 30120

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
9/24/2019	HH - ARRIVE	219016P09	NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
**AM 469751		JBF		784188

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure:		18RCP4	Type:	Station:			
56	LF	184B	18" Class 4 Concrete Pipe B-Wall Solid (8"Section)	10,360	\$16.77	<input checked="" type="checkbox"/>	\$939.12
7	Each	GSKHKPCSTM1	18" RCP Storm Gasket HK tylox SSR	0	\$0.00	<input checked="" type="checkbox"/>	\$0.00
Structure Total							\$939.12

Structure:		30RCP4	Type:	Station:			
16	LF	304BLH	30" Class 4 Concrete Pipe B-Wall w/Lift Holes (8"Section)	6,320	\$35.52	<input checked="" type="checkbox"/>	\$568.32
2	Each	GSKHKPCSTM3	30" RCP Storm Gasket HK tylox SSR	0	\$0.00	<input checked="" type="checkbox"/>	\$0.00
Structure Total							\$568.32

Structure:		42RCP4	Type:	Station:			
24	LF	424BLH	42" Class 4 Concrete Pipe B-Wall w/Lift Holes (8"Section)	15,960	\$59.80	<input checked="" type="checkbox"/>	\$1,435.20
8	LF	424BLH	42" Class 4 Concrete Pipe B-Wall w/Lift Holes (8"Section)	5,320	\$59.80	<input checked="" type="checkbox"/>	\$478.40
4	Each	GSKHKPCSTM4	42" RCP Storm Gasket HK tylox SSR	0	\$0.00	<input checked="" type="checkbox"/>	\$0.00
Structure Total							\$1,913.60

Structure:		Freight	Type:	Station:			
1	Each	FUEL	Fuel Service Charge	0	\$35.00	<input checked="" type="checkbox"/>	\$35.00
Structure Total							\$35.00

PlantID: 640 Tax Code: GA.Bartow **Total Weight** 37,960

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective July 1, 2015 we began charging a 2% processing fee for all credit card transactions.

Taxable	\$3,456.04
Non-Taxable	\$0.00
Sub Total	\$3,456.04
Tax	\$241.92
Invoice Total	\$3,697.96
Less Deposit	\$0.00
Invoice Balance	\$3,697.96

Item # 10



and Subsidiaries
VULCAN CONSTRUCTION MATERIALS, LLC

SHIP TO:
 Cartersville WPCP
 102 Walnut Grove Road
 Cartersville WPCP
 102 Walnut Grove Road
 CARTERSVILLE, GA 30120

SOLD TO:
 ARCHER WESTERN CONSTRUCTION LLC/DBA
 NORTHWEST EXPRESS ROADBUILDERS JT CK
 881 FRANKLIN RD SE STE 405
 MARIETTA, GA 30067-8043

INVOICE

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:
 Vulcan Construction Materials, LLC
 PO Box 101131
 Atlanta, GA 30392-1131, US
 Phone: 1-800-777-8762 or
 help@vymcmail.com

CUSTOMER NO: 135332-374208
INVOICE NO: 13293589
INVOICE DATE: 09/25/2019
INVOICE AMT: 1,591.70
ORDER: 1441969
DUE DATE: 10/15/2019

Item # 10

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TAXES:
 GEORGIA
 BARTOW

PERCENT:
 4.00%
 3.00%

AMOUNT: 59.50
SALES TAX: 104.13
FEES: 44.63

TOTAL PRODUCT: 1,487.57
TOTAL FREIGHT: 0.00
TOTAL OTHER: 0.00

Pay this AMOUNT: \$1,691.70

TOTAL QUANTITY:	91.03	TOTAL LOADS:	5.00
SALES REP:	11821 Adam Wint	PO NUMBER:	
INVOICE #	13293589	INVOICE DATE	09/25/2019
CUSTOMER NUMBER	135332-374208	LOCATION	1735-112
LOCATION	BARTOW	ORDER	1441969
REF		CONTRACT NO.	
PO NUMBER		BILL OF LADING	
TERMS	NET 15TH PROX - Payable in full by the 15th of each month following month of shipment		

SHIP DATE	TICKET	VEHICLE	CLASS	PRO CODE	DESCRIPTION	UCM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
09/23/2019	1184201	MR11	STANDARD	14230	15CR GRADED AGGR BASE	T	17.74	14.50													257.23
	1184224	MR11	STANDARD	14230	15CR GRADED AGGR BASE	T	17.61	14.50													265.35
	1184241	MR11	STANDARD	14230	15CR GRADED AGGR BASE	T	18.43	14.50													267.24
	1184261	MR11	STANDARD	25290	0057 NO. 57 STONE WASHED	T	18.77	19.00													356.63
	1184272	MR11	STANDARD	25290	0057 NO. 57 STONE WASHED	T	18.48	19.00													351.12
							37.26														707.76

Receive your Invoice faster and help save the environment by enrolling in our email invoicing service. With email, invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vymcmail.com or call us at 1-800-777-8752.

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

VULCAN MATERIALS COMPANY AND SUBSIDIARIES
 VULCAN CONSTRUCTION MATERIALS, LLC
 Page 1 of 1

Work Change Directive No. 017

Date of Issuance: 11/13/2019 Effective Date: 11/13/2019
 Owner: City of Cartersville Owner's Contract No.: N/A
 Contractor: Archer Western Contractor's Project No.: 219016-003
 Engineer: Hazen and Sawyer Engineer's Project No.: 32407-003
 Project: Cartersville WPCP Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Modify the 2 in NPW tie in location for Solids Storage as well as adding a gate valve and valve box at the new tie in location, as detailed in PCO #20. The cost for this change is an increase of \$7,891.51, as presented in the attached PCO#020 from Archer Western dated 10/07/19.

Attachments: *[List documents supporting change]*
 PCO#020

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 7,891.51 increase
 Contract Time 0 days N/A

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

RECOMMENDED:
 By: *Ariston deBenedictis*
 Engineer (Authorized Signature)

Title: Senior Associate
 Date: 11/13/2019

AUTHORIZED BY:
 By: *[Signature]*
 Owner (Authorized Signature)

Title: Assistant Director
 Date: 11/13/2019

RECEIVED:
 By: *[Signature]*
 Contractor (Authorized Signature)

Title: Project Manager
 Date: 11/13/2019

Approved by Funding Agency (if applicable)

By: Date:
 Title:



AW 219016-035

October 7, 2019

Kristen Smeby, PE
Hazen and Sawyer
5775 Peachtree Dunwoody Road
Suite D-520
Atlanta, GA 30342

PROJECT: Cartersville WPCP Nutrient Removal Upgrade

CONTRACT NO: 505-3330-54-1347

SUBJECT: PCO#020 -2NPW Tie in Location for Solid Storage

REFERENCE: PCO#020

Dear Mrs. Smeby:

Archer Western Construction hereby submits pricing for PCO#020 -2NPW Tie in Location for Solid Storage in the amount of \$7,891.51. This proposal reflects the cost associated with modifying the 2in NPW tie in location for Solids Storage as well as adding a gate valve and valve box at the new tie in location.

This scope of work is only as specifically included in the attached proposal. No additional time is requested to accomplish this work if a Change Order is approved in a timely manner. This proposal is valid for 30 days from the date of this letter and is subject to change if not approved within this timeframe. Per the requirements of the Contract no work can proceed until receipt of a Change Order incorporating this change into the work.

Please provide approval of the attached proposal or any comments no later than October 21, 2019. If acceptable, provide a Change Order in accordance with Article 10 of the Contract for execution.

Sincerely,
ARCHER WESTERN CONSTRUCTION, LLC

John T. Wilson

Digitally signed by John T.
Wilson
Date: 2019.10.07
13:04:35-04'00'

John T. Wilson,
Project Manager

Cc: David Walker, AWC
PCO #020 File

PCO # 020
 Date of work 9/20/2019 Thru 9/23/2019
 DESCRIPTION OF WORK:

Work Item # _____ POCO#20 _____ Sheet 1 Of 1
 CONTRACTOR: Archer Western
 2" NPW Tie in Location at Solids Storage and install gate valve with valve box

Archer Western Construction

Item # 10

DESCRIPTION	Unit of Msr.	QTY.	MATERIAL		MANHOURS		LABOR		EQUIPMENT		SUB-CONTRACT		OTHER DIRECT COST		TOTAL
			UNIT	EXT.	UNIT	EXT.	RATE	EXT.	UP	EXT	UP	EXT	UP	EXT	
Restrain Existing 12" NPW															
Equipment Operator (Excavator)	EA	1			18	18.00	\$ 34.00	\$ 612.00							\$ 612.00
Pipe Fitter	EA	1			18	18.00	\$ 33.00	\$ 594.00							\$ 594.00
Laborer	EA	1			18	18.00	\$ 26.00	\$ 468.00							\$ 468.00
Equipment Operator (Loader)	EA	1			6	6.00	\$ 34.00	\$ 204.00							\$ 204.00
SUBTOTAL LABOR															\$ 1,878.00

Equipment / Materials/ Subcontract/ Other Direct Cost															
DESCRIPTION	Unit	QTY.	UNIT	EXT.	UNIT	EXT.	RATE	EXT.	UP	EXT	UP	EXT	UP	EXT	TOTAL
Vulcan Materials-#57 Stone w/Haul	TN	36.69	\$ 19.00	\$ 697.11											\$ 697.11
Vulcan Materials-GAB w/Haul	EA	36.22	\$ 14.50	\$ 525.19											\$ 525.19
Ferguson-Gate Valve	EA	1.00	\$ 255.84	\$ 255.84											\$ 255.84
Fortline-Valve Box	EA	1.00	\$ 48.00	\$ 48.00											\$ 48.00
Dougan EX 55 Excavator w/EOE	DY	2.25	\$ -	\$ -					\$ 811.80	\$ 1,826.55					\$ 1,826.55
CAT Loader w/EOE	HR	6	\$ -	\$ -					\$ 62.57	\$ 375.42					\$ 375.42
SUBTOTAL EQUIPMENT, MATERIALS, SUB-CONTRACT AND OTHER DIRECT COST															\$ 4,056.21
SUBTOTAL 1															\$ 5,934.21

TAX @ 7%		\$ 106.83
CRAFT LABOR BURDEN @ 48%		\$ 901.44
MANAGEMENT LABOR BURDEN @ 68%		\$ -
SUBTOTAL 2		\$ 1,632.97
MARK UP ON LABOR, BURDEN & MATERIALS (15%)		\$ 244.94
MARK UP ON OTHER DIRECT COST (15% OF OTHER DIRECT COST)		\$ 2,201.97
MARK UP ON SUBCONTRACTOR (5%)		\$ 328.10
SUBTOTAL COST		\$ 6,942.47
SMALL TOOLS AND CONSUMABLES (5% OF LABOR)		\$ 16.40
SAFETY SUPPLIES AND EQUIPMENT (2% OF LABOR)		\$ 138.97
INSURANCE (1%)		\$ 76.21
GRAND TOTAL		\$ 7,891.51

Cartersville WPCP Nutrient Removal Upgrade

DAILY FIELD CHARGES
ARCHER WESTERN CONSTRUCTION
 Cartersville WPCP Nutrient Removal Upgrade (AWC Project # 219016)

Date Of Work: 9/29/19 PCO / Cost Code: _____
 Description Of Work: 2" NPW Relocation at Solid Storage

LABOR				
NAME	CLASSIFICATION	RATE	TTL. HRS.	AMOUNT
Kevin Barnett	Excavator Operator		8	
Alejandro De Leon	Pipe Fitter		8	
Aron Munoz	Laborer		8	
Jason Franklin	Loader Operator		36	
TOTAL LABOR				

MATERIALS				
ITEM	QUANTITY	U.P.	AMOUNT	
24"-36" Valve box	1			
2" Threaded Gate Valve	1			
TOTAL MATERIALS				

EQUIPMENT				
ITEM	HOURS	RATE	AMOUNT	
CAT 320 Loader	2			
Dewon EX 85	8			
TOTAL EQUIPMENT				

Total Labor, Materials, and Equipment

Archer Western Construction
 Signed by: [Signature]
 Print Name: Blake Barnett
 Date: 10/4/19

CM Representative
 Signed by: [Signature]
 Print Name: Tim Ball
 Date: 10/4/19

DAILY FIELD CHARGES
ARCHER WESTERN CONSTRUCTION
 Cartersville WPCP Nutrient Removal Upgrade (AWC Project # 219016)

Date Of Work: 9/23/19 PCO / Cost Code: _____
 Description Of Work: 2" NPW Relocation at Solid Storage

LABOR				
NAME	CLASSIFICATION	RATE	TTL. HRS	AMOUNT
Kevin Barnett	Excavator Operator		10 10	
Alexandro De Leon	Pipe Fitter		10 10	
Aron Munoz	Laborer		10 10	
Talon Franklin	Loader Operator		3 3	
TOTAL LABOR				

MATERIALS			
ITEM	QUANTITY	U.P.	AMOUNT
57 Stone (stack A10)	36.69		
Truck loads	36.22		
	4		
TOTAL MATERIALS			

EQUIPMENT			
ITEM	HOURS	RATE	AMOUNT
AT 320 Loader	3		
Dawson EX 85	10		
TOTAL EQUIPMENT			

Total Labor, Materials, and Equipment

Archer Western Construction
 Signed by: [Signature]
 Print Name: Blake Barnett
 Date: 10/4/19

Client Representative
 Signed by: [Signature]
 Print Name: TIM BALL
 Date: 10/4/19

FERGUSON
WATERWORKS
 4655 BUFORD HIGHWAY
 NORCROSS, GA 30071-2810



Please contact with Questions: 770-248-9037

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0920569	\$326.84	56878	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-GEORGIA WATERWORKS #554
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

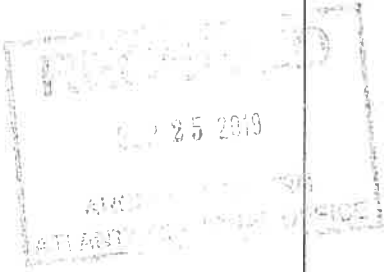
2556 1 AB 0.412 E0141X 10259 D5270988644 S2 P6736710 0001:0001



ARCHER WESTERN CONSTRUCTN LLC
 CATERSVILLE WPCP
 2410 PACES FERRY RD SE STE 600
 ATLANTA GA 30339-1821

ARCHER WESTER CONSTRUCTIN
 102 WALNUT GROVE ROAD SOUTHEAS
 CARTERSVILLE, GA 30120

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
407	407	GA008	219016-0180	010	CATERSVILLE WPCP	09/12/19	IO 119974
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
1	1	AFC2602SSOL	2 DI THRD RW OL GATE VLV		255.840	EA	255.84
2	2	P80SFAK	2 PVO 866 SXF ADPT PLEASE SHIP TODAY		18.540	EA	49.62
INVOICE SUB-TOTAL							305.46
TAX						Bartow	21.38
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH 'NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							



Thank you for your business

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$326.84
----------------------	------------------	-----------	----------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

0001:0001



a MORSOCO company

7025 Northwinds Dr. NW
 Concord, NC 28027
 Payment Inquiries 704-788-9800

INVOICE

INVOICE NUMBER: 4747343
 BILL OF LADING:
 INVOICE DATE: 9/25/19
 DUE DATE: 10/25/19

Please Remit Payment To:
 Fortiline, Inc.
 PO Box 744053
 Atlanta, GA 30384-4053
 Federal Tax ID# 57-0819190

Warehouse:
 FORTILINE CARTERSVILLE
 2321 HWY 411
 WHITE, GA 30184
 Telephone: 470-274-5086

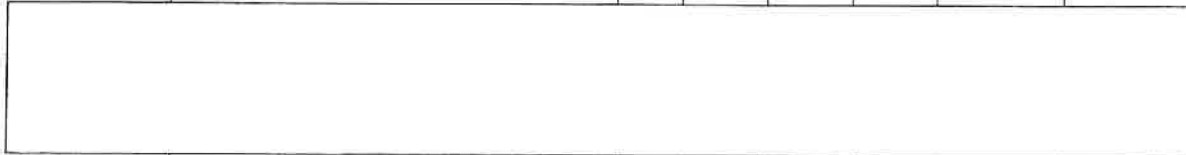
SOLD TO

SHIP TO

ARCHER WESTERN CONSTRUCTION
 2410 PACES FERRY RD
 SUITE 600
 ATLANTA, GA
 30338

ARCHER WESTERN CONSTRUCTION
 Cartersville WPCP
 148 Walnut Grove Rd SE
 Cartersville, GA 30120

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD			CUSTOMER NO		TERMS
050		4747343	Our Truck			200073		NET 30 DAYS
PO NO		JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE		
219016-0201		SHOP	SHOP	ASH	10/25/19	9/25/19		
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE	
562S	562S SCREW VB COMP 24"-36"	EA	1	1	0	48.0000	48.00	
635	6" SDR35 PVC SEWER PIPE	FT	14	14	0	2.7000	-37.80	
ROM62IP202U690	6X2 IP 202LL SDL 6 63-6.90	EA	1	1	0	38.4000	38.40	



AMOUNT DUE	\$124.20
TAX	\$8.70
FREIGHT	\$0.00
FUEL SURCHG / OTH	\$0.00
TOTAL DUE	\$132.90

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
 SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
 ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THIS PAGE AND THE BACK OF PAGE ONE.

TO VIEW AND PAY ONLINE: Fortiline.com USE THIS ENROLLMENT TOKEN: RDW MLZ WHV



SHIP TO:
 Carterville WPCP
 102 Walnut Grove Road
 Carterville WPCP
 102 Walnut Grove Road
 CARTERSVILLE, GA 30120

INVOICE

SOLD TO:
 ARCHER WESTERN CONSTRUCTION LLC/D/BA
 NORTHWEST EXPRESS ROADBUILDERS JT CK
 881 FRANKLIN RD SE STE 405
 MARIETTA, GA 30067-8043

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:
Vulcan Construction Materials, LLC
 PO Box 101131
 Atlanta, GA 30392-1131, US
 Phone: 1-800-777-8752 or
 help@vymcmail.com

CUSTOMER NO: 135332-374208
INVOICE NO: 13293589
INVOICE DATE: 09/25/2019
INVOICE AMT: 1,591.70
ORDER: 1441989
DUE DATE: 10/15/2019

Item # 10

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TAXES:
 GEORGIA
 BARTOW
PERCENT:
 4.00%
 3.00%

AMOUNT: 59.50
SALES TAX: 104.13
FEE: 44.63

TOTAL PRODUCT: 1,487.57
TOTAL FREIGHT: 0.00
TOTAL OTHER: 0.00

TOTAL QUANTITY: 91.03
TOTAL LOADS: 5.00

PO NUMBER: 11821 Adam Wnt
REF:

CONTRACT NO.:

TAX EXEMPT ID:

Pay this AMOUNT: \$1,591.70

INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	ORDER	ORDER	BILL OF LADING	PICKUP	TERMS
13293589	09/25/2019	135332-374208	1735-112	1441989				NET15THPRGX - Payable in full by the 15th of each month following month of shipment

SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
09/23/2019	1184201	MR11	STANDARD	14230	15CR GRADED AGGR BASE	T	17.74	14.50							257.23
	1184224	MR11	STANDARD	14230	15CR GRADED AGGR BASE	T	17.61	14.50							255.35
	1184241	MR11	STANDARD	14230	15CR GRADED AGGR BASE	T	18.43	14.50							267.24
	1184261	MR11	STANDARD	25290	0057 NO. 57 STONE WASHED	T	18.77	19.00							356.63
	1184272	MR11	STANDARD	25290	0057 NO. 57 STONE WASHED	T	18.48	19.00							351.12
							37.26								707.75

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, invoices are sent in one easy to open file directly to your inbox. To sign up, contact us at help@vymcmail.com or call us at 1-800-777-8752.

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

VULCAN MATERIALS COMPANY AND SUBSIDIARIES
 VULCAN CONSTRUCTION MATERIALS, LLC
 Page 1 of 1



SHIP TO:
 Cartersville WPCP
 102 Walnut Grove Road
 Cartersville WPCP
 102 Walnut Grove Road
 CARTERSVILLE, GA 30120

SOLD TO:
 ARCHER WESTERN CONSTRUCTION LLC/DBA
 NORTHWEST EXPRESS ROADBUILDERS JT CK
 881 FRANKLIN RD SE STE 405
 MARIETTA, GA 30067-8043

INVOICE

To ensure proper credit, please include remittance or list invoice numbers on your check, remittance and send to:
Vulcan Construction Materials, LLC
 PO Box 101131
 Atlanta, GA 30392-1131, US
 Phone: 1-800-777-8752 or
 help@vymail.com

CUSTOMER NO: 136332-374208
INVOICE NO: 13288428
INVOICE DATE: 09/23/2019
INVOICE AMT: 3,531.32
ORDER: 1441969
DUE DATE: 10/15/2019

Item # 10

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TAXES:
 GEORGIA
 BARTOW

PERCENT:
 4.00%
 3.00%

AMOUNT: 132.01
SALES TAX: 231.02
FEES: 99.01

TOTAL PRODUCT: 3,300.30
TOTAL FREIGHT: 0.00
TOTAL OTHER: 0.00

Pay this AMOUNT: \$3,531.32

TOTAL QUANTITY: 173.70	TOTAL LOADS: 10.00	PO NUMBER:	REF:	CONTRACT NO:	TAX EXEMPT ID:	TERMS:
SALES REP: 11821 Adam Wint			NET 15TH PROX - Payable in full by the 15th of each month following month of shipment			

INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	PICKUP
13288428	09/23/2019	135332-374208	1735-112	BARTOW	1441969		

SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	LOW	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
09/18/2019	1183848	MR25	STANDARD	25290	0057 NO. 57 STONE WASHED	T	16.08	19.00							305.52
	1183873	MR25	STANDARD	25290	0057 NO. 57 STONE WASHED	T	17.00	19.00							323.00
	1183890	MR25	STANDARD	25290	0057 NO. 57 STONE WASHED	T	17.10	19.00							324.90
							60.18								953.42
09/19/2019	1183914	MR20	STANDARD	25290	0057 NO. 57 STONE WASHED	T	16.18	19.00							307.42
	1183929	MR20	STANDARD	25290	0057 NO. 57 STONE WASHED	T	15.89	19.00							301.81
	1183951	MR20	STANDARD	25290	0057 NO. 57 STONE WASHED	T	18.50	19.00							351.50
	1183968	MR20	STANDARD	25290	0057 NO. 57 STONE WASHED	T	18.19	19.00							345.61
	1183985	MR20	STANDARD	25290	0057 NO. 57 STONE WASHED	T	18.94	19.00							359.86
	1184009	MR20	STANDARD	25290	0057 NO. 57 STONE WASHED	T	17.51	19.00							332.69
	1184033	MR20	STANDARD	25290	0057 NO. 57 STONE WASHED	T	18.31	19.00							347.89
							123.52								2,346.88

Vulcan
Materials Company
Shipping Location: **BARTOW**
6840 Hwy 20 SE
CARTERSVILLE, GA 30121
(770)806-8790

Danger
Read important health information on reverse.
Peligro
Léase la información importante para la salud en el reverso.

RECEIVED BY: CUSTOMER/CONSIGNEE:
DRIVER: JAMES JENKINS
DATE: 9/23/2019 TIME: 10:31AM PLANT: 1735-112 BARTOW TICKET NO: 1184201
EMILY PIRKLE *Emily Pirkle*

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for sold material or the specification set forth in Seller's quotation. SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is monosized, non-deteriorative, or non-reactive, or whether the material is, in conformance with any plans, other specifications, non-deteriorative, or non-reactive, or whether the material is, in conformance with any plans, other specifications, and shall be responsible for any incidental or consequential damage caused by non-compliance of the material with specification, or for any defects in the materials sold hereunder. CAUSED BY NON-COMPLIANCE OF THE ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, NET WEIGHT, GROSS WEIGHT, CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

CUSTOMER AND SELLER AGREEMENT
ARCHER WESTERN CONSTRUCTION LLC
ORDER: Cartersville WPCP 102 Walnut Grove Road
DESTINATION: Cartersville WPCP 102 Walnut Grove Road
PRODUCT: 14230 15CR GRADED AGGR BASE
PICKED UP
ZONEMILES

TRUCK: MR11 MICHAEL RYAN TRUC CARRIER: E338 MICHAEL RYAN TRANSPORT I
LICENSE Tandem Dump TRAILER ID NO
FREIGHT TYPE A AXLES 3 TARE DATE 09/23/2019 TARE EXPIRE 10/24/2019
GROSS LBS 1 TARE LBS 1 NET LBS 1
59,520 24,040 35,480 17.74 17.74 17.74 1 64,000
GROSS KG TARE KG NET KG NET MG MG TODAY IN PLANT OUT OF PLANT
26,998 10,904 16,093 16.09 16.09 10,222 am 10:31AM
CASH SALE MATERIAL HAUL TAX OTHER CHARGES GOOD TOTAL
PER TON
FREIGHT ARRIVE JOB START UNLOAD FINISH UNLOAD JOB TIME DELAY TIME
REPORT

Vulcan
Materials Company
Shipping Location: **BARTOW**
6840 Hwy 20 SE
CARTERSVILLE, GA 30121
(770)806-8790

Danger
Read important health information on reverse.
Peligro
Léase la información importante para la salud en el reverso.

RECEIVED BY: CUSTOMER/CONSIGNEE:
DRIVER: JAMES JENKINS
DATE: 9/23/2019 TIME: 10:31AM PLANT: 1735-112 BARTOW TICKET NO: 1184201
EMILY PIRKLE *Emily Pirkle*

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CUSTOMER AND SELLER AGREEMENT
ARCHER WESTERN CONSTRUCTION LLC
ORDER: Cartersville WPCP 102 Walnut Grove Road
DESTINATION: Cartersville WPCP 102 Walnut Grove Road
PRODUCT: 14230 15CR GRADED AGGR BASE
PICKED UP
ZONEMILES

TRUCK: MR11 MICHAEL RYAN TRUC CARRIER: E338 MICHAEL RYAN TRANSPORT I
LICENSE Tandem Dump TRAILER ID NO
FREIGHT TYPE A AXLES 3 TARE DATE 09/23/2019 TARE EXPIRE 10/24/2019
GROSS LBS 1 TARE LBS 1 NET LBS 1
59,520 24,040 35,480 17.74 17.74 17.74 1 64,000
GROSS KG TARE KG NET KG NET MG MG TODAY IN PLANT OUT OF PLANT
26,998 10,904 16,093 16.09 16.09 10,222 am 10:31AM
CASH SALE MATERIAL HAUL TAX OTHER CHARGES GOOD TOTAL
PER TON
FREIGHT ARRIVE JOB START UNLOAD FINISH UNLOAD JOB TIME DELAY TIME
REPORT

Vulcan
Materials Company
Shipping Location: **BARTOW**
5840 Hwy 20 SE
CARTERSVILLE, GA 30121
(770)608-9790

Danger
Read important health information on reverse.
Peligro
Léase la información importante para la salud en el reverso.

RECEIVED BY: CUSTOMER/CONSIGNEE:
 DRIVER: JAMES JENKINS
 DATE: 9/23/2019 TIME: 4:22PM PLANT: 1735-112 BARTOW TICKET NO: 1184272

EMILY PIRKLE *Emily Pirkle*

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ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EMPHATICALLY BY SIGNATURE OR DEPARTMENT FROM SELLER'S EMPLOY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS, AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK # 374208 **WEIGHTS ARE DETERMINED BY CUSTOMER PURCHASE ORDER** **GOVT CONTRACT:**
CUSTOMER: ARCHER WESTERN CONSTRUCTION LLC
ORDER: Cartersville WPCP 1441969 102 Walnut Grove Road **PICKED UP**
DESTINATION: Cartersville WPCP 01 102 Walnut Grove Road **ZONE/MILES**
PRODUCT: 25290 0057 NO. 57 STONE WASHED

COMMENTS:

TRUCK # MIR11	MICHAEL RYAN TRUC	CARRIER E838	MICHAEL RYAN TRANSPORT I
LICENSE	Tenden Dump	TRAILER ID NO	
FREIGHT TYPE A	AXLES 3	TARE DATE 09/23/2019	TARE EXPIRE 10/24/2019
GROSS LBS 1 NET LBS	TONS 1076	TODAY	LOADS TODAY
61,000	24,040	36,960	18.48
GROSS KG 27,669	TARE KG 10,904	NET KG 16,765	MG. TODAY 37.25
CASH SALE PER TON	MATERIAL	HAUL	TAX
TOTAL	MATERIAL	HAUL	TAX
FREIGHT TIME	ARRIVE JOB	START UNLOAD	FINISH UNLOAD
REMARKS	OTHER CHARGES	GOOD TOTAL	DELAY TIME

Copy 2

Vulcan
Materials Company
Shipping Location: **BARTOW**
5840 Hwy 20 SE
CARTERSVILLE, GA 30121
(770)608-9790

Danger
Read important health information on reverse.
Peligro
Léase la información importante para la salud en el reverso.

RECEIVED BY: CUSTOMER/CONSIGNEE:
 DRIVER: JAMES JENKINS
 DATE: 9/23/2019 TIME: 4:22PM PLANT: 1735-112 BARTOW TICKET NO: 1184272

EMILY PIRKLE *Emily Pirkle*

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TRUCK # 374208 **WEIGHTS ARE DETERMINED BY CUSTOMER PURCHASE ORDER** **GOVT CONTRACT:**
CUSTOMER: ARCHER WESTERN CONSTRUCTION LLC
ORDER: Cartersville WPCP 1441969 102 Walnut Grove Road **PICKED UP**
DESTINATION: Cartersville WPCP 01 102 Walnut Grove Road **ZONE/MILES**
PRODUCT: 25290 0057 NO. 57 STONE WASHED

COMMENTS:

TRUCK # MIR11	MICHAEL RYAN TRUC	CARRIER E838	MICHAEL RYAN TRANSPORT I
LICENSE	Tenden Dump	TRAILER ID NO	
FREIGHT TYPE A	AXLES 3	TARE DATE 09/23/2019	TARE EXPIRE 10/24/2019
GROSS LBS 1 NET LBS	TONS 1076	TODAY	LOADS TODAY
61,000	24,040	36,960	18.48
GROSS KG 27,669	TARE KG 10,904	NET KG 16,765	MG. TODAY 37.25
CASH SALE PER TON	MATERIAL	HAUL	TAX
TOTAL	MATERIAL	HAUL	TAX
FREIGHT TIME	ARRIVE JOB	START UNLOAD	FINISH UNLOAD
REMARKS	OTHER CHARGES	GOOD TOTAL	DELAY TIME

Copy 3

Vulcan
Materials Company
Shipping Location:
BARTOW
5840 Hwy 20 SE
CARTERSVILLE, GA 30121
(770)806-9790

Danger
Read important health information on reverse.
Peligro
Léase la información importante para la salud en el reverso.

RECEIVED BY: CUSTOMER/CONSIGNEE:
 DRIVER DEAN LALOMBE
 DATE: 9/19/2019 TIME: 9:43AM PLANT: 1735-112 BARTOW TICKET NO: 1183951
 State GA - Public weighmaster license 129729
 JESSICA SCOTT *Jessica Scott*

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TRUCK: **MR20** MICHAEL RYAN
 LICENSE: Tandem Dump
 FREIGHT TYPE: A
 GROSS KG: 61,980 TARE KG: 24,980 NET KG: 37,000
 GROSS LBS: 136,510 TARE LBS: 55,080 NET LBS: 81,430
 CASH SALE: MATERIAL HAUL TAX
 TOTAL: MATERIAL HAUL TAX
 FREIGHT: ARRIVE JOB START UNLOAD FINISH UNLOAD
 REPORT: REPORT

ORDER:	Cartersville WPCP	1441989	102 Walnut Grove Road	PICKED UP
DESTINATION:	Cartersville WPCP	01	102 Walnut Grove Road	ZONEMILES
PRODUCT:	25290	0057 NO. 57 STONE WASHED		
COMMENTS:	GOVT CONTRACT:			
TRUCK:	MR20	MICHAEL RYAN	CARRIER: E838	MICHAEL RYAN TRANSPORT I
LICENSE:	Tandem Dump		TRAILER ID NO:	
FREIGHT TYPE:	A	TARE DATE: 09/19/2019	TARE EXPIRE: 10/20/2019	
GROSS KG:	61,980	TARE KG:	24,980	NET KG:
GROSS LBS:	136,510	TARE LBS:	55,080	NET LBS:
CASH SALE:	MATERIAL	HAUL	TAX	OTHER CHARGES
TOTAL:	MATERIAL	HAUL	TAX	OTHER CHARGES
FREIGHT:	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME
REPORT:	REPORT			DELAY TIME

Vulcan
Materials Company
Shipping Location:
BARTOW
5840 Hwy 20 SE
CARTERSVILLE, GA 30121
(770)806-9790

Danger
Read important health information on reverse.
Peligro
Léase la información importante para la salud en el reverso.

RECEIVED BY: CUSTOMER/CONSIGNEE:
 DRIVER DEAN LALOMBE
 DATE: 9/19/2019 TIME: 9:43AM PLANT: 1735-112 BARTOW TICKET NO: 1183951
 State GA - Public weighmaster license 129729
 JESSICA SCOTT *Jessica Scott*

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TRUCK: **MR20** MICHAEL RYAN
 LICENSE: Tandem Dump
 FREIGHT TYPE: A
 GROSS KG: 61,980 TARE KG: 24,980 NET KG: 37,000
 GROSS LBS: 136,510 TARE LBS: 55,080 NET LBS: 81,430
 CASH SALE: MATERIAL HAUL TAX
 TOTAL: MATERIAL HAUL TAX
 FREIGHT: ARRIVE JOB START UNLOAD FINISH UNLOAD
 REPORT: REPORT

ORDER:	Cartersville WPCP	1441989	102 Walnut Grove Road	PICKED UP
DESTINATION:	Cartersville WPCP	01	102 Walnut Grove Road	ZONEMILES
PRODUCT:	25290	0057 NO. 57 STONE WASHED		
COMMENTS:	GOVT CONTRACT:			
TRUCK:	MR20	MICHAEL RYAN	CARRIER: E838	MICHAEL RYAN TRANSPORT I
LICENSE:	Tandem Dump		TRAILER ID NO:	
FREIGHT TYPE:	A	TARE DATE: 09/19/2019	TARE EXPIRE: 10/20/2019	
GROSS KG:	61,980	TARE KG:	24,980	NET KG:
GROSS LBS:	136,510	TARE LBS:	55,080	NET LBS:
CASH SALE:	MATERIAL	HAUL	TAX	OTHER CHARGES
TOTAL:	MATERIAL	HAUL	TAX	OTHER CHARGES
FREIGHT:	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME
REPORT:	REPORT			DELAY TIME

Vulcan
Materials Company
Shipping Location: **BARTOW**
5840 Hwy 20 SE
CARTERSVILLE, GA 30121
(770)606-9790

Danger
Read important health information on reverse.
Peligro
Léase la información importante para la salud en el reverso.

RECEIVED BY: CUSTOMER/CONSIGNEE:
DRIVER DEAN LALOMBE
DATE: 9/19/2019 TIME: 10:49AM PLANT: 1735-112 BARTOW TICKET NO: 1183968
State GA - Public weighmaster license 129729 JESSICA SCOTT *Jessica Scott*

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specifications and the specifications set forth in Seller's quotation. SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty, whether with respect to specific gravity, absorption, moisture content, non-dilatation, or non-contraction, or whether the material is in conformance with any particular specification, standard, ordinance, statute, or other standard applicable to customer's job or to sold material to be used by customer. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.

AS EMBODIED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, NET WEIGHT, GROSS WEIGHT, CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERTOULDED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERTOULDED.

ORDER: 1441969 Carterville WPCP
DESTINATION: 102 Walnut Grove Road
PRODUCT: 25290 0057 NO. 57 STONE WASHED
ARCHER WESTERN CONSTRUCTION LLC
CARTERSVILLE, GA 30121
GOVT CONTRACT:
PICKED UP
ZONE/MILES

TRUCK: MR20 MICHAEL RYAN CARRIER: E838 MICHAEL RYAN TRANSPORT
LICENSE Tandem Dump TRAILER ID NO TRAILER ID NO
FREIGHT TYPE A AXLES 3 TARE DATE 09/19/2019 TARE EXPIRE 10/20/2019
GROSS LBS 1 TARE LBS 0 NET LBS 3 TONS 3.000 TODAY LOADS TODAY GROSS TARE WT
61,360 24,980 36,380 NET WT 18.19 68.76 4 64.000
GROSS KG TARE KG NET KG NET MT AVG 100DAY IN PLANT OUT OF PLANT
27,832 11,331 16,502 16.50 62.38 12.00 AM 10.49AM
CASH SALE MATERIAL HAUL TAX OTHER CHARGES GOOD TOTAL
TOTAL MATERIAL HAUL TAX OTHER CHARGES GOOD TOTAL
FREIGHT PER TON ARRIVE JOB START UNLOAD FINISH UNLOAD JOB TIME DELAY TIME
REPORT

Copy 2

Vulcan
Materials Company
Shipping Location: **BARTOW**
5840 Hwy 20 SE
CARTERSVILLE, GA 30121
(770)606-9790

Danger
Read important health information on reverse.
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ORDER: 1441969 Carterville WPCP
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GOVT CONTRACT:
PICKED UP
ZONE/MILES

TRUCK: MR20 MICHAEL RYAN CARRIER: E838 MICHAEL RYAN TRANSPORT
LICENSE Tandem Dump TRAILER ID NO TRAILER ID NO
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27,832 11,331 16,502 16.50 62.38 12.00 AM 10.49AM
CASH SALE MATERIAL HAUL TAX OTHER CHARGES GOOD TOTAL
TOTAL MATERIAL HAUL TAX OTHER CHARGES GOOD TOTAL
FREIGHT PER TON ARRIVE JOB START UNLOAD FINISH UNLOAD JOB TIME DELAY TIME
REPORT

Copy 3

Work Change Directive No. 018

Date of Issuance: 11/11/2019	Effective Date: 11/11/2019
Owner: City of Cartersville	Owner's Contract No.: N/A
Contractor: Archer Western	Contractor's Project No.: 219016-003
Engineer: Hazen and Sawyer	Engineer's Project No.: 32407-003
Project: Cartersville WPCP	Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Reroute the existing 6 in NPW line underneath the proposed 42 in storm drain between DIA2 and DIA1 to alleviate the conflict, as detailed in the response to RFI#053. The cost for this change is an increase of \$5,034.76, as presented in the attached PCO#022 from Archer Western dated 10/10/19.

Attachments: *[List documents supporting change]*
 PCO#022, RFI#053

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price	\$ 5,034.76	increase
Contract Time	0 days	N/A

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

RECOMMENDED:
 By: *Kristen D. Smelby*
 Engineer (Authorized Signature)

Title: Senior Associate

Date: 11/11/2019

AUTHORIZED BY:
 By: *[Signature]*
 Owner (Authorized Signature)

Title: Assistant Director

Date: 11/13/2019

RECEIVED:
 By: *[Signature]*
 Contractor (Authorized Signature)

Title: Project Manager

Date: 11/13/2019

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



AW 219016-038

October 10, 2019

Kristen Smeby, PE
Hazen and Sawyer
5775 Peachtree Dunwoody Road
Suite D-520
Atlanta, GA 30342

PROJECT: Cartersville WPCP Nutrient Removal Upgrade

CONTRACT NO: 505-3330-54-1347

SUBJECT: PCO#022 -RFI#053 Storm Drain Conflict with Existing 6in NPW Line

REFERENCE: RFI#053

Dear Mrs. Smeby:

Archer Western Construction hereby submits pricing for PCO#022 -RFI#053 Storm Drain Conflict with Existing 6in NPW Line in the amount of \$5,034.76. This proposal reflects the cost associated with rerouting the existing 6in NPW line underneath the proposed 42in storm drain between DIA2 and DIA1 to alleviate the conflict per the response to RFI#053.

This scope of work is only as specifically included in the attached proposal. No additional time is requested to accomplish this work if a Change Order is approved in a timely manner. This proposal is valid for 30 days from the date of this letter and is subject to change if not approved within this timeframe. Per the requirements of the Contract no work can proceed until receipt of a Change Order incorporating this change into the work.

Please provide approval of the attached proposal or any comments no later than October 24, 2019. If acceptable, provide a Change Order in accordance with Article 10 of the Contract for execution.

Sincerely,
ARCHER WESTERN CONSTRUCTION, LLC

John T. Wilson Digitally signed by John T. Wilson
Date: 2019.10.10 11:09:59-04'00'

John T. Wilson,
Project Manager

Cc: David Walker, AWC
PCO #022 File



FEL GEORGIA WATERWORKS #775
6145 BUFFINGTON RD
COLLEGE PARK, GA 30349-4802

Phone: 770-774-3247
Fax: 770-774-3453

Deliver To:
From: Justin Rhodes
Comments:

09:29:48 OCT 10 2019

Page 1 of 1

FEL #775
Price Quotation
Phone: 770-774-3247
Fax: 770-774-3453

Bid No: B470116
Bid Date: 10/10/19
Quoted By: JDR

Cust Phone: 404-495-8700
Terms: NET 10TH PROX

Customer: ARCHER WESTERN CONSTRUCT
CATERSVILLE WPCP
2410 PACES FERRY RD SUITE 60
ATLANTA, GA 30339

Ship To: ARCHER WESTERN CONSTRUCT
CATERSVILLE WPCP
2410 PACES FERRY RD SUITE 60
ATLANTA, GA 30339

Cust PO#:**Job Name:** CATERSVILLE WPCP

Item	Description	Quantity	Net Price	UM	Total
MJ4LAU	6 MJ C153 45 BEND L/A	4	72.600	EA	290.40
SSLDEP6	6 DI MJ WDG REST GLND PK *ONELOK	8	43.740	EA	349.92
AFT350PU	6 CL350 CL DI FASTITE PIPE	60	14.000	FT	840.00
Net Total:					\$1480.32
Tax:					\$114.73
Freight:					\$0.00
Total:					\$1595.05

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=554&on=56878>

Item # 10



RFI #053

Hazen and Sawyer
5775 Peachtree Dunwoody Road, Suite D-520
Atlanta, Georgia 30342
Phone: (404) 459-6363

Project: 32407-003 - Cartersville WPCP Nutrient Removal Upgrade
102 Walnut Grove Road
Cartersville, Georgia 30120

Storm Drain Conflict with Existing 6" NPW Line

DATE INITIATED:	09/27/ 2019	STATUS:	Closed
LOCATION:		DUE DATE:	10/04/2019
COST CODE:		REFERENCE:	
COST IMPACT:	Yes (Unknown)	SCHEDULE IMPACT:	TBD
DRAWING NUMBER:	C41	SPEC SECTION:	
LINKED DRAWINGS:			
RECEIVED FROM:	Blake Barnhill (Archer Western)		
COPIES TO:	Tim Ball (Infrastructure Renewal Services)		

Question

Regarding the 42" Storm Drainage Line between Structures DI A2 and DI A1, it has been identified that the existing 6" NPW line shown on C41, and on the attached document, conflicts with the future drainage line, approximately 8 inches on the top of the RCP. By rerouting the 6" line over the storm drain, this pipe will only have 2' of coverage to existing grade.

AWC proposes to reroute the existing 6" NPW line underneath the storm drain using 45 degree bends to avoid the conflict. See attached as reference.

Attachments:

[RFI-053 - Storm Drain Conflict with 6in NPW Line.pdf](#)

Official Response: Kristen Smeby (Hazen and Sawyer - Atlanta) responded on Friday, October 4th, 2019 at 5:51PM EDT

It is acceptable to route the 6" NPW under the storm drain as proposed.

Attachments:

10/4/2019

John Wilson
Blake Barnhill
Sidney Forsyth
Tim Ball

BY

DATE

COPIES TO

Work Change Directive No. 019

Date of Issuance: 11/22/2019	Effective Date: 11/22/2019
Owner: City of Cartersville	Owner's Contract No.: N/A
Contractor: Archer Western	Contractor's Project No.: 219016-003
Engineer: Hazen and Sawyer	Engineer's Project No.: 32407-003
Project: Cartersville WPCP	Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Additional work for locating oil pump adjacent to screw pump gear box #3, as detailed in RFP #17. The cost for this change is an increase of \$9,854.57, as presented in the attached PCO#021 from Archer Western dated 10/21/19. The additional amount authorized by the Owner under this WCD will be paid for from the Owner Directed Work Items Cash Allowance amount under Item 3.1 in the Contract to cover the work described herein.

Attachments: *[List documents supporting change]*
 PCO#021, RFP#017

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price	\$ 9,854.57	increase
Contract Time	0 days	N/A

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

By: *Kristen L. Smalley*
 Engineer (Authorized Signature)

AUTHORIZED BY:

By: *[Signature]*
 Owner (Authorized Signature)

RECEIVED:

By: *[Signature]*
 Contractor (Authorized Signature)

Title: Senior Associate

Title: Assistant Director

Title: Project Manager

Date: 11/22/2019

Date: 11/22/2019

Date: 11/23/2019

Approved by Funding Agency (if applicable)

By:

Date:

Title:

**AW 219016-039**

October 21, 2019

Kristen Smeby, PE
Hazen and Sawyer
5775 Peachtree Dunwoody Road
Suite D-520
Atlanta, GA 30342

PROJECT: Cartersville WPCP Nutrient Removal Upgrade

CONTRACT NO: 505-3330-54-1347

SUBJECT: PCO#021 - RFP#017 Oil Pump at Screw Pump Gear Boxes

REFERENCE: RFP#017

Dear Mrs. Smeby:

As requested in RFP#017, Archer Western Construction hereby submits pricing for PCO#021 – Oil Pump at Screw Pump Gear Boxes in the amount of \$9,854.57. This proposal reflects the cost of the additional work associated with oil pump PRM-SCL-OP-3 and SEC-SCL-OP-3.

This scope of work is only as specifically included in the attached proposal. No additional time is requested to accomplish this work if a Change Order is approved in a timely manner. This proposal is valid for 30 days from the date of this letter and is subject to change if not approved within this timeframe. Per the requirements of the Contract no work can proceed until receipt of a Change Order incorporating this change into the work.

Please provide approval of the attached proposal or any comments no later than November 1, 2019. If acceptable, provide a Change Order in accordance with Article 10 of the Contract for execution.

Sincerely,
ARCHER WESTERN CONSTRUCTION, LLC

John T. Wilson Digitally signed by John T. Wilson
Date: 2019.10.21 07:37:27-0400'

John T. Wilson,
Project Manager

Cc: David Walker, AWC
PCO #021 File

PCO #: 21

Work Item #: PCO #21, RFP #17 Sheet 1 Of 1

Date of Work: CONTRACTOR: Archer Western

DESCRIPTION OF WORK: Oil Pump at Screw Pump Gear Boxes



DESCRIPTION	Unit of Msr.	QTY.	MATERIAL		MANHOURS		LABOR		EQUIPMENT		SUB-CONTRACT		OTHER DIRECT COST		TOTAL	
			UNIT	EXT.	UNIT	EXT.	RATE	EXT.	UP	EXT	UP	EXT	UP	EXT		
Labor																
Supervision and Engineering																
Project Manager	EA	1			1	1.00	\$ 70.00	\$ 70.00		\$0					\$ 70.00	
Project Superintendent	EA	1			2	2.00	\$ 70.00	\$ 140.00		\$0					\$ 140.00	
Record Drawings	EA	1			1	1.00	\$ 47.00	\$ 47.00		\$0					\$ 47.00	
SUBTOTAL LABOR															\$ 257.00	
Equipment / Materials/ Subcontract/ Other Direct Cost																
Excel Quote Dated 10/16/2019	LS	1.00		\$ -						\$ -	\$ 8,791.00	\$ 8,791.00		\$ -	\$ 8,791.00	
SUBTOTAL EQUIPMENT, MATERIALS, SUB-CONTRACT AND OTHER DIRECT COST															\$ 8,791.00	
SUBTOTAL 1															\$ 9,048.00	
TAX @ 7%			\$ -													\$ -
CRAFT LABOR BURDEN @ 48%																\$ -
MANGEMENT LABOR BURDEN @ 68%																\$ 174.76
SUBTOTAL 2			\$ -													\$ 4.00
Cartersville WPCP Nutrient Removal Upgrade			MARK UP ON LABOR, BURDEN & MATERIALS (15%)													\$ 64.76
			MARK UP ON OTHER DIRECT COST (15% OF OTHER DIRECT COST)													\$ -
			MARK UP ON SUBCONTRACTOR (5%)													\$ 439.55
			SUBTOTAL COST													\$ 9,727.07
			SMALL TOOLS AND CONSUMABLES (5% OF LABOR)													\$ 21.59
			SAFETY SUPPLIES AND EQUIPMENT (2% OF LABOR)													\$ 8.64
			INSURANCE (1%)													\$ 97.27
GRAND TOTAL															\$ 9,854.57	



October 16, 2019

Archer Western

Attention: John Wilson

Subject: RFP #17 Addition of #3 oil pumps in Primary and Secondary Lift Stations
Cartersville WPCP Nutrient Recovery Upgrade

John,

The total cost for materials and labor to incorporate the work shown in RFP #017 is **\$8,791.00**. Please see attached Recapitalization for clarification on pricing.

Please do not hesitate to contact me if you have any questions or need additional information. As mutually agreed, we will not begin this work until directed in writing.

Sincerely,

EXCEL ELECTRICAL TECHNOLOGIES, INC.

Blake Landrum
Project Manager
Direct (770) 970-4128 | blake.landrum@excelelectrical.com

This revision pricing is based on typical cost elements such as labor, material, and normal mark-ups for overhead and profit for the direct cost associated with this extra work. Not included in this proposal is compensation for disruption, delay, overtime, impact, rescheduling, extended duration cost, and/or acceleration, for which all rights are reserved.

C.P. #5

Item # 10

CHANGE PROPOSAL RECAPITULATION

Project: Cartersville WPCP Nutrient Removal Upgrade

Date: 16-Oct-19

Description: #3 Primary and Secondary Oil Pumps

Excel Project No: 1068

Excel's C.P. #: 5

Installation Materials Expense

1	Material Costs		\$	925.85
2	Expendables & Consumable Material (2.5% of direct material cost)		\$	23.15
3		7% sales tax on materials cost:		\$66.43
4		Subtotal with sales tax:	\$	1,015.43
5		15% Overhead & Profit:		\$152.31
7		Subtotal Direct Material Expense:	\$	1,167.74

Labor Expense

8	Productive Labor Hours Journeyman / Electrician @ \$65.12 p/hr.	Hours:	31.3	\$	1,851.78
9	Productive Labor Hours Journeyman / Electrician @ \$97.68 p/hr. (O.T.)	Hours:	0.0	\$	-
10	Coordination / Supervision @ \$83.00 p/hr.	Hours:	4.0	\$	332.00
11	Coordination / Supervision @ \$124.50 p/hr. (O.T.)	Hours:		\$	-
12	Project Management / Engineering @ \$95.00 p/hr.	Hours:	3.0	\$	285.00
13	Clean-up @ \$36.00 p/hr.	Hours:	1.0	\$	36.00
14		Total Hours:	39.3		
15		Total Labor Expense:			\$2,504.78

Lower Tier Subcontractors Expense

16					
17		15% Overhead & Profit:		\$0.00	
18		Subtotal Lower Tier Subcontractors Expense:		\$	-

Quotable Material Expense

19	Eaton MCC Starter (MCC1-A)		\$	2,801.25
20	ABB MCC Starter (MCC2)		\$	1,650.00
21		15% Overhead & Profit:		\$667.69
22		Subtotal Rental Equip. Expense:	\$	5,118.94

Rental Equipment Expense

23			\$	-
24		15% Overhead & Profit:		\$0.00
25		Subtotal Rental Equip. Expense:	\$	-

Total Direct Cost and Mark-ups for this Change Proposal:

			\$	8,791.45
--	--	--	-----------	-----------------

Job ID: BL CARTERSVILLE
Project: BL Cartersville Construction



CO: CO-0001: #3 oil pumps

#3 Oil Pump Takeoff

Item	Description	Q/M Size	Qty	Unit	Mat Unit	Mat Result	Labor Unit	Lab Result
Subtotal 9 : 9 - MOTOR CONTROL CENTER					0.00% of Phase Total		21.51% of Phase Total	
0700003	MOTOR CNTRL CNTR-LBR	M 800A	1	EA			6.7300	6.73
Subtotal totals:					0.00		6.73	
Subtotal 36 : 36 - INSTRUMENTATION					0.56% of Phase Total		0.64% of Phase Total	
0950039	WIRE TERMS AND ID	M	2	EA	2.6000	5.20	0.1000	0.20
Subtotal totals:					5.20		0.20	
Subtotal 77 : 77 - PVC CTD GRC BRANCH					43.92% of Phase Total		25.57% of Phase Total	
0910442	PVC COATED GRC 40 MIL Under 15'	M 3/4	100	FT	4.0662	406.62	0.0800	8.00
Subtotal totals:					406.62		8.00	
Subtotal 78 : 78 - PVC CTD GRC FITTINGS					36.72% of Phase Total		26.53% of Phase Total	
0030087	GRC/PVC CTD COUPLING	M 3/4	10	EA	4.1886	41.89	0.3500	3.50
0040130	GRC/PVC CTD LB CONDUIT BODY	M 3/4	4	EA	42.2623	169.05	0.8000	3.20
0490001	GRC/PVC CTD HUB	M 3/4	4	EA	32.2525	129.01	0.3000	1.20
0960031	CUT & THREAD PVC CTD GRC	M 3/4	2	EA			0.2000	0.40
Subtotal totals:					339.94		8.30	
Subtotal 88 : 88 - HANGERS & SUPPORTS					4.21% of Phase Total		4.60% of Phase Total	
0010173	PVC CTD GRC SUPPORT	M 3/4	10	EA	3.9000	39.00	0.1440	1.44
Subtotal totals:					39.00		1.44	
Subtotal 94 : 94 - PULL BOXES					0.00% of Phase Total		6.78% of Phase Total	
0500190	ENCLOSUR HOLE PUNCH-LABOR	M 3/4	4	EA			0.5300	2.12
Subtotal totals:					0.00		2.12	
Subtotal 107 : 107 - THHN/THWN C STANDARD					2.15% of Phase Total		3.07% of Phase Total	
0070027	THHN/THWN STR CU	M 14	192	FT	0.1039	19.94	0.0050	0.96
Subtotal totals:					19.94		0.96	
Subtotal 108 : 108 - THHN/THWN CU BRANCH					7.43% of Phase Total		8.09% of Phase Total	
0910548	THHN/THWN STR CU Industrial	M 12	316	FT	0.1657	52.35	0.0060	1.90
0910569	GREEN THHN CU WIRE Industrial	M 12	106	FT	0.1547	16.40	0.0060	0.64
Subtotal totals:					68.75		2.53	
Subtotal 130 : 130 - WIRE ACCESSORIES					5.01% of Phase Total		3.20% of Phase Total	
0100081	STAKON LUGS-MEDIUM	M INS 16-14	40	EA	1.1597	46.39	0.0250	1.00
Subtotal totals:					46.39		1.00	
					925.85		31.28	

Excel Electrical Technologies
 1990 Vaughn Rd.
 Suite 320
 Kennesaw, GA 30144

Phone: (770)514-0755
Web: www.excelelectrical.com


Applied Industrial Controls, Inc
Date 10/15/19

Number of pages 1

TO: Blake Landrum
COMPANY: Excel
REF: Contactor Change, MCC Section

FROM: GREGG MASTERS
 APPLIED IND CONTROLS
 1860 SOUTH LEE COURT
 BUFORD, GA 30518

Phone (678) 333-4836
email Blake.landrum@excelelectrical.com

E-MAIL gregg@AIC-Controls.com
Phone 770-614-7022
Fax 770-614-7025

Add Size 1 Starter @1HP for #3 Oil Pump per RFP. Submit WD pr3 Schematic IN RFP17

- **Modify schematic for #3 Screw Pump SEC-SCL-P-3 per RFP 17**
- **Modify Schematic for #3 Grease Pump SEC-SEL-GP per RFP No. 17**

Lot total CO for Parts Changes:	\$2,801.25
Lot total for Engineering and Shop Charges:	\$ 500.00
TOTAL	\$3,301.25
	\$2,801.25

FREIGHT:
TERMS:

PPD AND ADD TO INVOICE
Net 30 days



Bill of Materials

Proposal: UJH-00016076

Name: Cartersville WPCP Nutrient Removal Upgra

Date: 10/4/2019

Item	Qty	Description
1		<p>Motor Control Center, Low Voltage MCC-2 7 Section(s), NEMA 1 with Gasketing Not Suitable for Service Entrance 600 Amps, 3 Phase 3 Wire, 480 V ac, 60 Hz Minimum Interrupt Rating: 65kA Fully Rated; Bus Bracing Rating: 65 kA Incoming Feed: Top Incoming Left Feeding Right Front Only Mounting NEMA Wiring Classification II-BT "Class 2-BT (Independent units and Factory interconnecting wires, load wiring to Terminal Board (Size 1&2))" UL 845 Certified for US and Canada, NEMA ICS 18, NEC Seismic Certified IBC-2012 Enclosure Paint: ANSI-61 (Light Gray) tested to minimum withstand of 600 hours humidity and salt spray test. Customer will provide Specifications and Drawings to the Factory. Dimensions and Weight (Estimated) Section 8 "AH": Height=90 in; Width=20 in; Depth=20 in</p>

List of Materials

NEMA 1 With Gasketing Enclosure 20W
 Fully Rated COPPER Standard Tin plated Bus 600A 20 Wide
 Ground COPPER Standard Tin plated Bus 300A 20 Wide
 Vertical Ground Bus Provided 72 High
 Vertical Unit Ground Lug provided
 Vertical COPPER Standard Tin plated Bus 300A 72 High

Options

1	Structural Floor Sills
1	Rear Main Bus Barrier
1	Low Voltage Barrier
1	Seismic Rating
1	Unit Shutter Mechanism
1	Certified Test Reports
1	Double-Bolted Main Bus
1	Blank Master Nameplate White with Black Text
2	Engraved Nameplates White with Black Text
2	Screw On Nameplates
2	Internal Device Identification Labels
1	NEMA Wiring Classification: II-BT "Class 2-BT (Independent units and Factory interconnecting wires, load wiring to Terminal Board (Size 1&2))"
1	Control Wire Type: MTW VW1 (Standard)
1	Control Wire Markers: Non PVC
1	Control Wire Terminal: Stripped Wire (Standard)
1	Control Terminal Board: Hi Density Standard
	Power Wire Type: MTW VW1 (Standard)
	Power Wire Markers: Non PVC
	Power Wire Terminal: Stripped Wire (Standard)
	Power Wire Terminal Board: Standard
	Additional 6 Point Terminal Board
	Normally Open Overload Contact wired to Terminal Board

Starter

1	Full Voltage Non-Reversing, 300 Contactor Type
	1 hp; 0.75 kW, Nema Size 1, Magnetic Starter
1	Circuit Breaker, 3 A Trip, 3 Pole, Magnetic, SELI

- 1 Stationary Stab
- 1 SOLID STATE Overload Relay
- 1 Starter Surge Suppressor
- 1 Control Power Type: Control Power Transformer - 150VA
- 1 Aux Contacts
 - Used Contacts: (1) Normally Open Contact (0) Normally Closed Contact
 - Extra Auxiliary Contacts: (2) Normally Open Contacts (2) Normally Closed Contacts
- 1 Pilot Devices
 - Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
 - Lights : Run (Red), Push To Test, LED
- Custom Relays**
- 1 Control Relay: C2000 120V Auxiliary Control with 2NO 2NC
- 1 Time Delay Relay: C2000 120V Timing 0 - 30 Seconds TDAE with 1NO 1NC TD, 2NO 2NC Inst

LOT PRICE CONTRACTOR NET \$1,650.00

HAZEN AND SAWYER
 5775 Peachtree Dunwoody Road
 Suite D-520
 Atlanta, GA 30342
 Phone: 404.459.6363

REQUEST FOR PROPOSAL #017	
Project	Cartersville WPCP Nutrient Removal Upgrade
Contractor	Archer Western, LLC
Subject	Oil pump at Screw Pump Gear Boxes
Reference Spec. Section/Drawing No.	Drawing E101, E102, E103, E104, E150, E151, E152, E153 M102, M104, M152, M153

In accordance with the General Conditions of the Contract Documents, you are hereby requested to submit a cost and detailed breakdown for the following work:

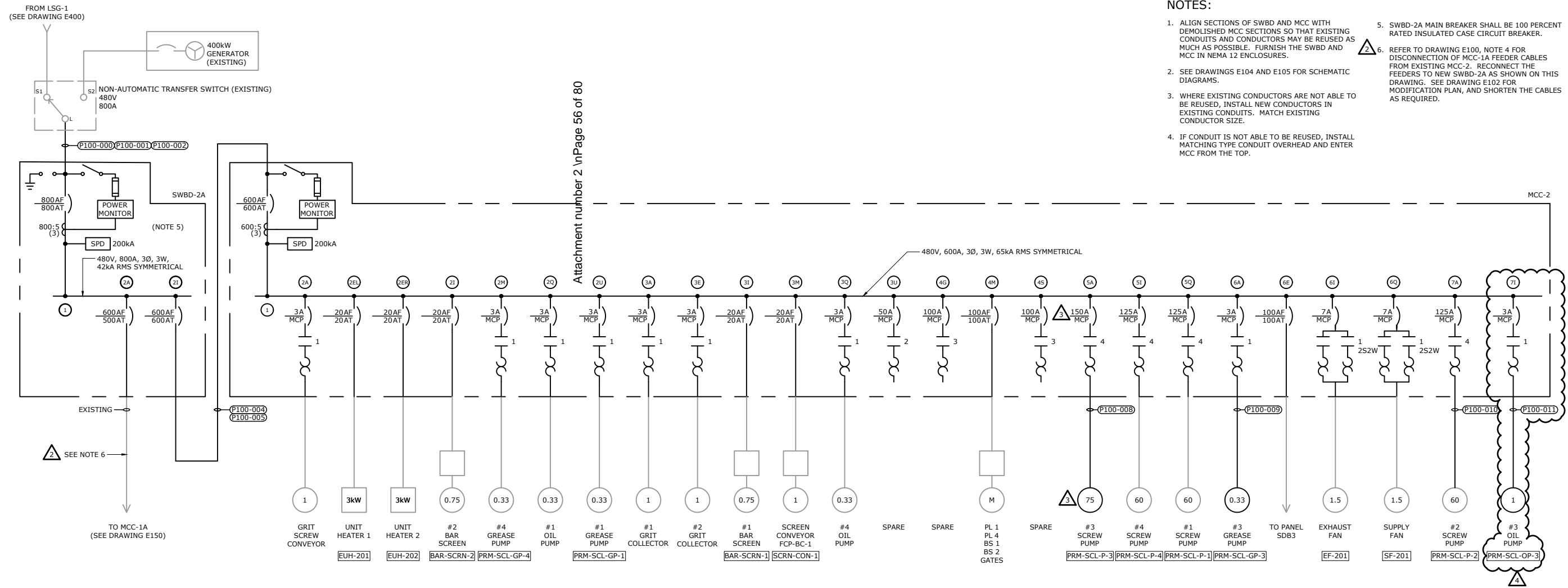
1. Drawing E101: See Attachment 1. Add a 12”H, Size 1 combination motor starter compartment to Section 7 of MCC-2.
2. Drawing E102 and M102: Locate #3 Oil Pump adjacent to gear reducer.
3. Drawing E103:
 - a. Control Block Diagram: Change the grease pressure switch from “PSL-0103” and “PRESSURE” to “LSL-0103” and “LEVEL”
 - b. Conduit No. P100-011: Delete “NOT USED” and add From “MCC-2”, To “PRM-SCL-OP-3”, Conductors “3#12; #12 GND”
 - c. Conduit No. C100-006B: Change “PSL-0103” to “LSL-0103”
4. Drawing E104: See Attachment 2. Add a 12”H, Size 1 combination motor starter compartment to Section 7 of MCC-1A.
5. Drawing E150: See Attachment 3.
6. Drawing E151 and M152: Locate #3 Oil Pump adjacent to gear reducer.
7. Drawing E152:
 - a. Control Block Diagram: Change the grease pressure switch from “PSL-0153” and “PRESSURE” to “LSL-0153” and “LEVEL”
 - b. Conduit No. P150-002: Delete “NOT USED” and add From “MCC-2”, To “SEC-SCL-OP-3”, Conductors “3#12; #12 GND”
 - c. Conduit No. C150-001B: Change “PSL-0130” to “LSL-0130”
8. Drawing E153: See Attachment 4.

Requested By: Kristen Donnelly
 Hazen and Sawyer

Date: 9/26/2019

Cc: Sidney Forsyth (CWD)
 Bob Jones (CWD)

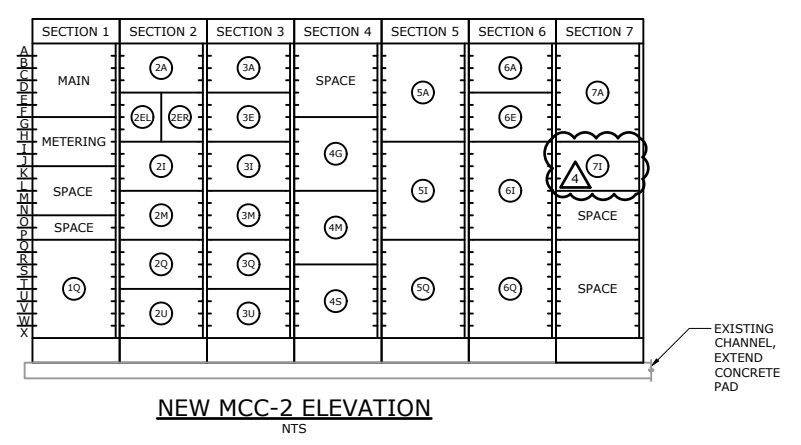
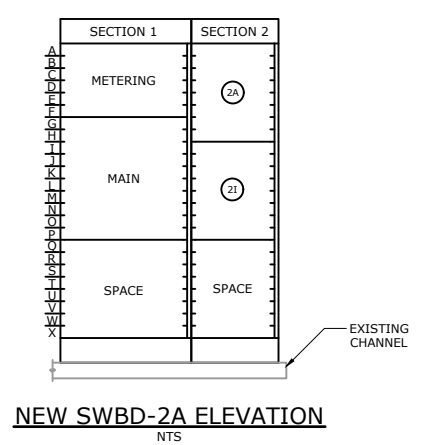
Item # 10



- NOTES:**
1. ALIGN SECTIONS OF SWBD AND MCC WITH DEMOLISHED MCC SECTIONS SO THAT EXISTING CONDUITS AND CONDUCTORS MAY BE REUSED AS MUCH AS POSSIBLE. FURNISH THE SWBD AND MCC IN NEMA 12 ENCLOSURES.
 2. SEE DRAWINGS E104 AND E105 FOR SCHEMATIC DIAGRAMS.
 3. WHERE EXISTING CONDUCTORS ARE NOT ABLE TO BE REUSED, INSTALL NEW CONDUCTORS IN EXISTING CONDUITS. MATCH EXISTING CONDUCTOR SIZE.
 4. IF CONDUIT IS NOT ABLE TO BE REUSED, INSTALL MATCHING TYPE CONDUIT OVERHEAD AND ENTER MCC FROM THE TOP.
 5. SWBD-2A MAIN BREAKER SHALL BE 100 PERCENT RATED INSULATED CASE CIRCUIT BREAKER.
 6. REFER TO DRAWING E100, NOTE 4 FOR DISCONNECTION OF MCC-1A FEEDER CABLES FROM EXISTING MCC-2. RECONNECT THE FEEDERS TO NEW SWBD-2A AS SHOWN ON THIS DRAWING. SEE DRAWING E102 FOR MODIFICATION PLAN, AND SHORTEN THE CABLES AS REQUIRED.

Attachment number 2 \nPage 56 of 80

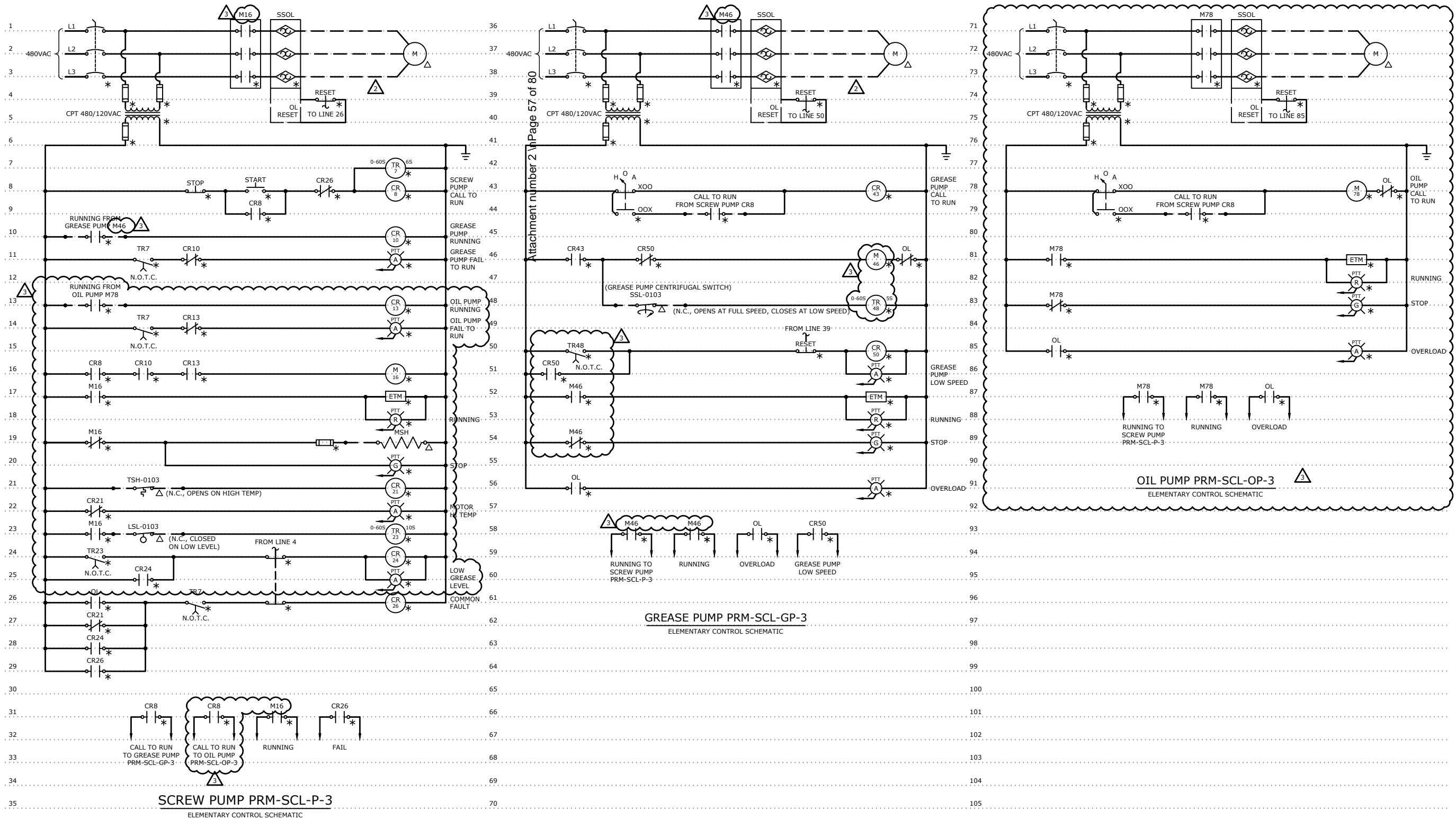
NEW SWBD-2A AND MCC-2 SINGLE LINE DIAGRAM



NEW SWBD-2A ELEVATION
NTS

NEW MCC-2 ELEVATION
NTS

RFP NO. 17	DATE 09-20-19	CITY OF CARTERSVILLE GEORGIA		HAZEN JOB NUMBER 32407-001	REFER TO CONTRACT DRAWING NUMBER E101
		CARTERSVILLE WPCP NUTRIENT REMOVAL UPGRADE		CONTRACT NUMBER 01	SHEET 1 OF 1
ATTACHMENT NO. 1	BY KLS		Item # 10		



REFER TO CONTRACT
DRAWING NUMBER
E104

HAZEN JOB
NUMBER
32407-001

CONTRACT
NUMBER
01

**CITY OF CARTERSVILLE
GEORGIA**

DATE
09-20-19

BY
KLS

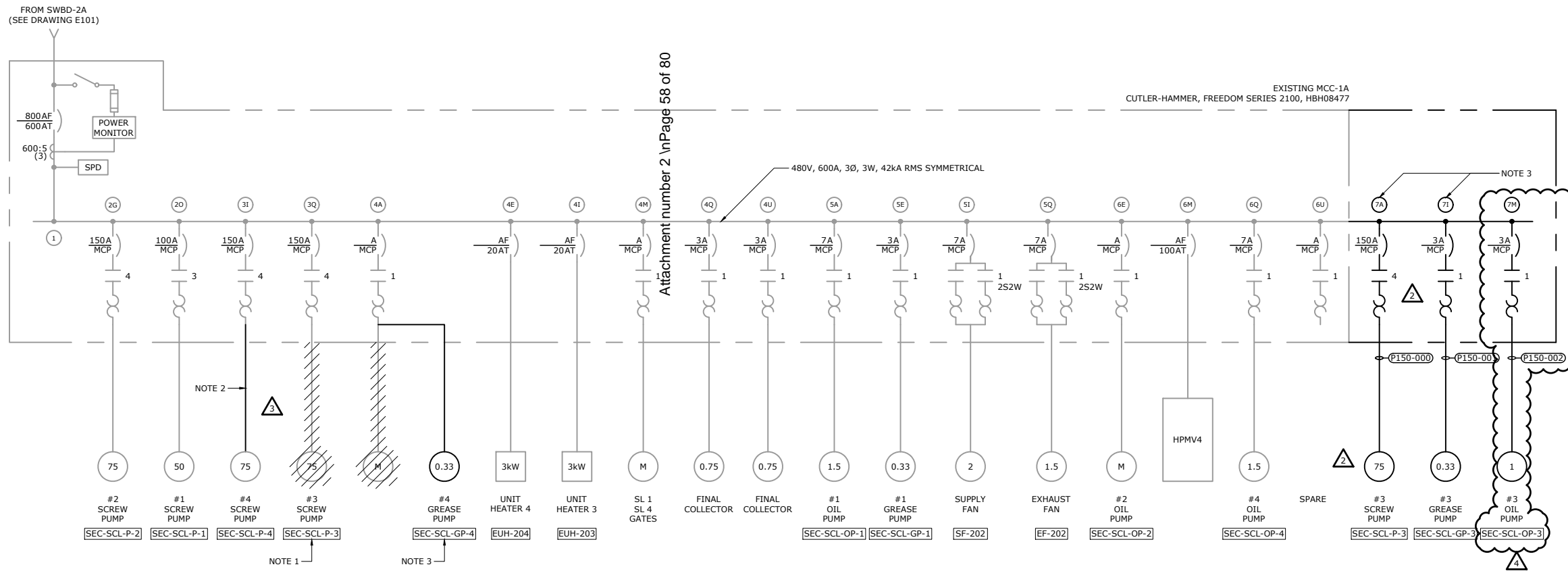
SHEET **1** OF **1**

Item #10

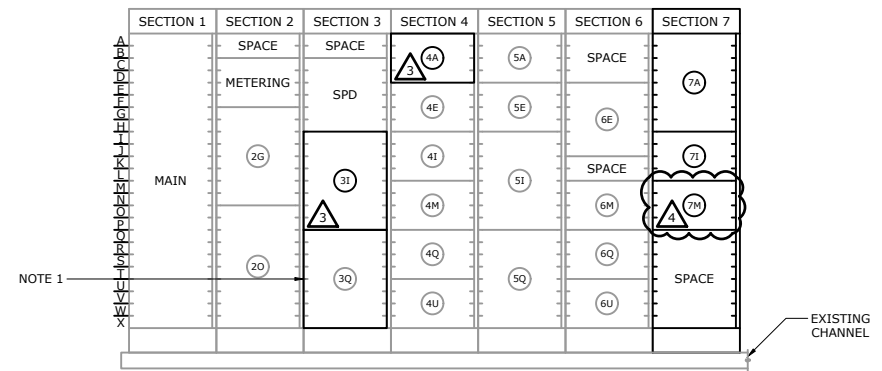
**CARTERSVILLE WPCP
NUTRIENT REMOVAL UPGRADE**

ATTACHMENT NO.
2

RFP NO.
17



EXISTING MCC-1A SINGLE LINE DIAGRAM



EXISTING MCC-1A ELEVATION
NTS

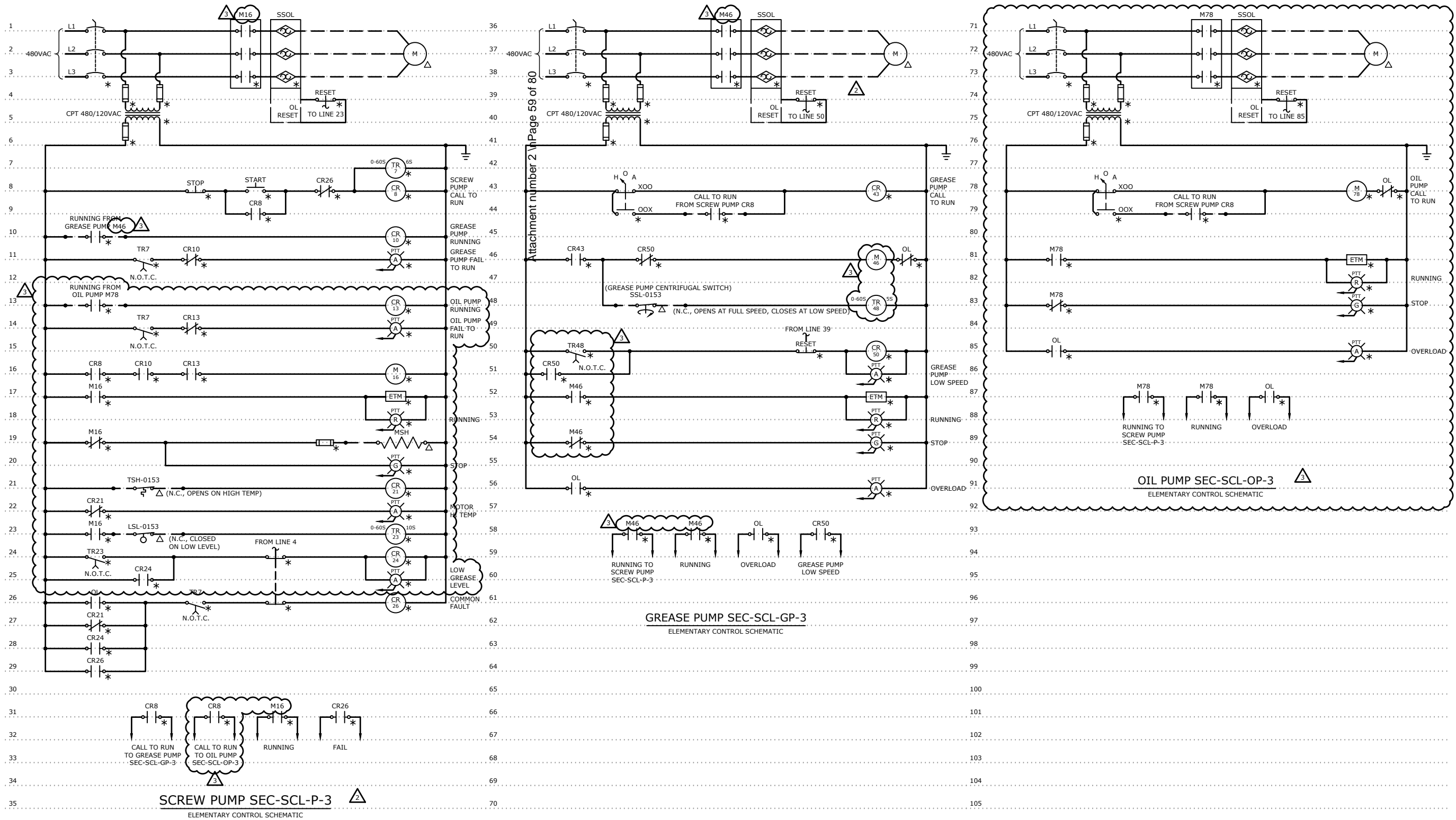


EXISTING MCC-1A PHOTO

- NOTES:**
1. REMOVE EXISTING MCC NAMEPLATE AND REPLACE WITH "SPARE".
 2. EXTEND EXISTING CONDUITS BETWEEN THE MCC AND RELOCATED PUMP MOTOR AS REQUIRED.
REPLACE CONDUCTORS FROM PUMP TO MOTOR STARTER IN MCC-1A. PROVIDE 1/0 AWG CONDUCTORS FOR THE POWER CIRCUITS AND #14 AWG FOR CONTROL CIRCUITS.
 3. EXISTING #4 GREASE PUMP IS BEING REPLACED AS PART OF THE MODIFICATIONS TO #4 SCREW PUMP.
REUSE EXISTING MOTOR STARTER IN MCC-1A WITH THE NEW GREASE PUMP. INTEGRATE PUMP CENTRIFUGAL SWITCH IN THE SCHEMATIC OF EXISTING STARTER.
EXTEND EXISTING POWER AND CONTROL CONDUITS TO NEW PUMP AS REQUIRED. REPLACE EXISTING CONDUCTORS FROM PUMP MOTOR STARTER WITH NEW CONDUCTORS. PROVIDE #12 AWG CONDUCTORS MINIMUM FOR POWER CIRCUITS AND #14 AWG FOR CONTROL.
 4. SEE DRAWING E103 FOR CONDUIT AND WIRE SCHEDULE.
 5. SEE DRAWING E153 FOR ELEMENTARY SCHEMATIC DIAGRAMS.

Attachment number 2 \n Page 58 of 80

RFP NO. 17	DATE 09-20-19	CITY OF CARTERSVILLE GEORGIA	REFER TO CONTRACT DRAWING NUMBER E150
		CARTERSVILLE WPCP NUTRIENT REMOVAL UPGRADE	HAZEN JOB NUMBER 32407-001
ATTACHMENT NO. 3	BY KLS	Item # 10	CONTRACT NUMBER 01
		SHEET 1 OF 1	



REFER TO CONTRACT
DRAWING NUMBER
E153

HAZEN JOB
NUMBER
32407-001

CITY OF CARTERSVILLE
GEORGIA

DATE
09-20-19

RFP NO.
17

SHEET **1** OF **1**

CONTRACT
NUMBER
01

CARTERSVILLE WPCP
Item #10
NUTRIENT REMOVAL UPGRADE

BY
KLS

ATTACHMENT NO.
4

Work Change Directive No. 020

Date of Issuance: 11/22/2019 Effective Date: 11/22/2019
 Owner: City of Cartersville Owner's Contract No.: N/A
 Contractor: Archer Western Contractor's Project No.: 219016-003
 Engineer: Hazen and Sawyer Engineer's Project No.: 32407-003
 Project: Cartersville WPCP Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Delete electrical manholes EMH-4 and CMH-1, as detailed in RFI #026. The credit for this change is a decrease of \$10,500, as presented in the attached PCO#026 Rev 1 from Archer Western dated 11/21/19. The credit authorized by the Owner under this WCD will be credited to the Owner Directed Work Items Cash Allowance amount under Item 3.1 in the Contract to cover the deletion of work described herein.

Attachments: [List documents supporting change]
 PCO#026Rev1, RFI#057

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 10,500.00 decrease
 Contract Time 0 days N/A

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

RECOMMENDED:		AUTHORIZED BY:		RECEIVED:	
By: <i>Kristen Schmeley</i>	By:	<i>[Signature]</i>	By:	<i>[Signature]</i>	
Engineer (Authorized Signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: Senior Associate	Title: Assistant Director		Title: Project Manager		
Date: 11/22/2019	Date: 11/22/2019		Date: 11/23/2019		

Approved by Funding Agency (if applicable)

By: Date:
 Title:

**AW 219016-049**

November 21, 2019

Kristen Smeby, PE
Hazen and Sawyer
5775 Peachtree Dunwoody Road
Suite D-520
Atlanta, GA 30342

PROJECT: Cartersville WPCP Nutrient Removal Upgrade

CONTRACT NO: 505-3330-54-1347

SUBJECT: PCO#026Rev1 - RFI#057 Delete Manholes EMH-4, CMH-1

REFERENCE: RFI#057

Dear Mrs. Smeby:

Archer Western Construction hereby submits a revised credit for PCO#026Rev1 - RFI#057 Delete Manholes EMH-4, CMH-1 in the amount of (\$10,500.00). This proposal reflects the credit associated with deleting electrical manholes EMH-4 and CMH-1 per the response to RFI#057.

This scope of work is only as specifically included in the attached proposal. No additional time is requested to accomplish this work if a Change Order is approved in a timely manner. This proposal is valid for 30 days from the date of this letter and is subject to change if not approved within this timeframe. Per the requirements of the Contract no work can proceed until receipt of a Change Order incorporating this change into the work.

Please provide approval of the attached proposal or any comments no later than December 5, 2019. If acceptable, provide a Change Order in accordance with Article 10 of the Contract for execution.

Sincerely,
ARCHER WESTERN CONSTRUCTION, LLC

John T. Wilson  Digitally signed by John T. Wilson
Date: 2019.11.21 07:47:50-05'00'

John T. Wilson,
Project Manager

Cc: David Walker, AWC
PCO #026 File

PCO #: 26Rev1

Work Item #: RFI#057 Sheet 1 Of 1

Date of work CONTRACTOR: Archer Western

DESCRIPTION OF WORK: Delete Manholes EMH-4, CMH-1 per response to RFI#057

Archer Western Construction

DESCRIPTION	Unit of Msr.	QTY.	MATERIAL		MANHOURS		LABOR		EQUIPMENT		SUB-CONTRACT		OTHER DIRECT COST		TOTAL	
			UNIT	EXT.	UNIT	EXT.	RATE	EXT.	UP	EXT	UP	EXT	UP	EXT		
Labor																
								\$ -		\$0					\$ -	
								\$ -		\$0					\$ -	
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SUBTOTAL LABOR															\$ -	
Equipment / Materials/ Subcontract/ Other Direct Cost																
Excel Quote Dated 10-31-19	LS	1.00		\$ -						\$ -		\$ -	\$ -	\$ -	\$ -	
				\$ -						\$ -	\$ (10,000)	\$ (10,000.00)	\$ -	\$ -	\$ (10,000.00)	
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SUBTOTAL EQUIPMENT, MATERIALS, SUB-CONTRACT AND OTHER DIRECT COST															\$ (10,000.00)	
SUBTOTAL 1															\$ (10,000.00)	
TAX @ 7%			\$ -												\$ -	
LABOR BURDEN @ 48%															\$ -	
SUBTOTAL 2			\$ -			0.00						\$ (10,000.00)			\$ (10,000.00)	
MARK UP ON LABOR, BURDEN & MATERIALS (5%)																\$ -
MARK UP ON OTHER DIRECT COST (5% OF OTHER DIRECT COST)																\$ -
MARK UP ON SUBCONTRACTOR (5%)																\$ (500.00)
SUBTOTAL COST															\$ (10,500.00)	
SMALL TOOLS AND CONSUMABLES (0% OF LABOR)																\$ -
SAFETY SUPPLIES AND EQUIPMENT (0% OF LABOR)																\$ -
INSURANCE (0%)																\$ -
GRAND TOTAL															\$ (10,500.00)	

Carterville WPCP Nutrient Removal Upgrade

Item # 10



October 31, 2019

Archer Western

Attention: John Wilson

Subject: RFI #57 Delete EMH-4 and CMH-1
Cartersville WPCP Nutrient Recovery Upgrade

John,

The total credit for materials and labor to incorporate the deletion of EMH-4 and CMH-1 is ~~(\$7,952.00).~~

<\$10,000-> BL
11.20.19

Please do not hesitate to contact me if you have any questions or need additional information. As mutually agreed, we will not begin this work until directed in writing.

Sincerely,

EXCEL ELECTRICAL TECHNOLOGIES, INC.

Blake Landrum
Project Manager
Direct (770) 970-4128 | blake.landrum@excelelectrical.com

This revision pricing is based on typical cost elements such as labor, material, and normal mark-ups for overhead and profit for the direct cost associated with this extra work. Not included in this proposal is compensation for disruption, delay, overtime, impact, rescheduling, extended duration cost, and/or acceleration, for which all rights are reserved.

C.P. #6

Item # 10

CHANGE PROPOSAL RECAPITULATION

Project: Cartersville WPCP Nutrient Removal Upgrade

Date: 31-Oct-19

Description: Delete Manholes EMH-4 and CMH-1

Excel Project No: 1068

Excel's C.P. #: 6

Installation Materials Expense

1	Material Costs		\$	(7,111.19)
2	Expendables & Consumable Material (2.5% of direct material cost)		\$	(177.78)
3		7% sales tax on materials cost:		(\$510.23)
4		Subtotal with sales tax:	\$	(7,799.20)
5				
7		Subtotal Direct Material Expense:	\$	(7,799.20)

Labor Expense

8	Productive Labor Hours Journeyman / Electrician @ \$65.12 p/hr.	Hours:	-9.0	\$	(532.80)
9	Productive Labor Hours Journeyman / Electrician @ \$97.68 p/hr. (O.T.)	Hours:	0.0	\$	-
10	Coordination / Supervision @ \$83.00 p/hr.	Hours:	0.0	\$	-
11	Coordination / Supervision @ \$124.50 p/hr. (O.T.)	Hours:	0.0	\$	-
12	Project Management / Engineering @ \$95.00 p/hr.	Hours:	4.0	\$	380.00
13	Clean-up @ \$36.00 p/hr.	Hours:	0.0	\$	-
14		Total Hours:	-5.0		
15		Total Labor Expense:			(\$152.80)

Lower Tier Subcontractors Expense

16					
17		15% Overhead & Profit:		\$0.00	
18		Subtotal Lower Tier Subcontractors Expense:		\$	-

Quotable Material Expense

19			\$	-
20			\$	-
21		15% Overhead & Profit:		\$0.00
22		Subtotal Rental Equip. Expense:	\$	-

Rental Equipment Expense

23			\$	-
24		15% Overhead & Profit:		\$0.00
25		Subtotal Rental Equip. Expense:	\$	-

Total Direct Cost and Mark-ups for this Change Proposal:

\$ (7,952.00)



RFI #057

Hazen and Sawyer
5775 Peachtree Dunwoody Road, Suite D-520
Atlanta, Georgia 30342
Phone: (404) 459-6363

Project: 32407-003 - Cartersville WPCP Nutrient Removal Upgrade
102 Walnut Grove Road
Cartersville, Georgia 30120

Delete Manholes EMh-4, CMH-1

DATE INITIATED: 10/10/ 2019	STATUS: Closed
LOCATION:	DUE DATE: 10/17/2019
COST CODE:	REFERENCE:
COST IMPACT: Yes (Unknown)	SCHEDULE IMPACT: TBD
DRAWING NUMBER: E005	SPEC SECTION:
LINKED DRAWINGS:	
RECEIVED FROM: Justin Hale (Archer Western)	
COPIES TO: Tim Ball (Infrastructure Renewal Services)	

Question

We would like to delete two electrical manholes as an extension of RFP No. 002. All the associated duct banks feeding into these manholes are below the legal number of degrees of bends. Duct banks C2 and C4 would be joined in a 90-degree elbow and pulled straight through. If this change is acceptable a credit can be provided for these two manholes. Please see below sketch for clarification.

Attachments:

[RFI 057 - Delete Manholes EMH-4, CMH-1.pdf](#)

Official Response: Kristen Smeby (Hazen and Sawyer - Atlanta) responded on Thursday, October 17th, 2019 at 7:50AM EDT

It is acceptable to remove manholes EMH-4 and CMH-1 as described in RFI 057. A RFP will be issued requesting a credit for this.

Attachments:

BY

10/17/2019

DATE

John Wilson
Justin Hale
Sidney Forsyth
Tim Ball

COPIES TO

Item # 10

Work Change Directive No. 021

Date of Issuance: 12/17/2019	Effective Date: 12/17/2019
Owner: City of Cartersville	Owner's Contract No.: N/A
Contractor: Archer Western	Contractor's Project No.: 219016-003
Engineer: Hazen and Sawyer	Engineer's Project No.: 32407-003
Project: Cartersville WPCP	Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Modify paving plan to use concrete instead of asphalt at east edge of solids storage, move trench drain, and update grading plan, as detailed in RFP #023. The cost for this change is \$5,570.97, as presented in the attached PCO#030 received from Archer Western on 11/22/19. The cost change authorized by the Owner under this WCD will be deducted from the Owner Directed Work Items Cash Allowance amount under Item 3.1 in the Contract to cover the addition of work described herein.

Attachments: *[List documents supporting change]*
 PCO#030, RFP#023

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 5,570.97	increase
Contract Time 0 days	N/A

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

RECOMMENDED:

By: 
 Engineer (Authorized Signature)

Title: Senior Associate

Date: 12/17/2019

AUTHORIZED BY:

By: 
 Owner (Authorized Signature)

Title: Assistant Director

Date: 12/17/2019

RECEIVED:

By: 
 Contractor (Authorized Signature)

Title: Project Manager

Date: 12/17/2019

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Item # 10



AW 219016-050

August 22, 2019

Kristen Smeby, PE
Hazen and Sawyer
5775 Peachtree Dunwoody Road
Suite D-520
Atlanta, GA 30342

PROJECT: Cartersville WPCP Nutrient Removal Upgrade

CONTRACT NO: 505-3330-54-1347

SUBJECT: PCO#030 - RFP#023 Concrete Paving Modifications at Solids Storage

REFERENCE: RFP#023

Dear Mrs. Smeby:

As requested in RFP#023, Archer Western Construction hereby submits pricing for PCO#030 - Concrete Paving Modifications at Solids Storage in the amount of \$5,570.97. This proposal reflects the cost associated with modifications to grading and paving requirements at the Solids Storage building per RFP#023.

This scope of work is only as specifically included in the attached proposal. No additional time is requested to accomplish this work if a Change Order is approved in a timely manner. This proposal is valid for 30 days from the date of this letter and is subject to change if not approved within this timeframe. Per the requirements of the Contract no work can proceed until receipt of a Change Order incorporating this change into the work.

Please provide approval of the attached proposal or any comments no later than December 6, 2019. If acceptable, provide a Change Order in accordance with Article 10 of the Contract for execution.

Sincerely,
ARCHER WESTERN CONSTRUCTION, LLC

John T. Wilson Digitally signed by John T. Wilson
Date: 2019.11.22 14:51:30-05'00'

John T. Wilson,
Project Manager

Cc: David Walker, AWC
PCO #030 File

Item # 10

Archer Western Construction

PCO #: 30 Work Item #: RFP#023 Sheet 1 Of 1
 Date of work: TBD CONTRACTOR: Archer Western
 DESCRIPTION OF WORK: Update grading plan and paving requirements at Solids Storage per RFP#023

DESCRIPTION	Unit of Msr.	QTY.	MATERIAL		MANHOURS		LABOR		EQUIPMENT		SUB-CONTRACT		OTHER DIRECT COST		TOTAL
			UNIT	EXT.	UNIT	EXT.	RATE	EXT.	UP	EXT.	UP	EXT.	UP	EXT.	
Labor															
Additional Bulkhead (12SF)															
Carpenter Foreman	EA	1				4	4.00	\$ 39.00	\$	156.00					\$ 156.00
Carpenter	EA	1				4	4.00	\$ 33.00	\$	132.00					\$ 132.00
Add Concrete Placement/Finish (25CY)															
Finisher Foreman	EA	1				5	5.00	\$ 36.00	\$	180.00					\$ 180.00
Finisher	EA	1				5	5.00	\$ 31.00	\$	155.00					\$ 155.00
Superintendent	EA	1				2	2.00	\$ 70.00	\$	140.00					\$ 140.00
SUBTOTAL LABOR															
Equipment / Materials/ Subcontract/ Other Direct Cost															
CMC Quote dated 11/21/19	LS	1.00	\$ 2,300.00	\$	2,300.00				\$						\$ 2,300.00
Sub Install Additional Rebar	TN	1.50		\$					\$		430.00	\$	645.00		\$ 645.00
Additional Concrete	CY	25.00	\$ 114.00	\$	2,850.00				\$			\$			\$ 2,850.00
Deleted Asphalt	SY	(112.00)	\$						\$		30.00	\$	(3,360.00)		\$ (3,360.00)
Additional Expansion Joint	LF	18.50	\$ 0.60	\$	11.10				\$			\$			\$ 11.10
Additional Contraction Joint Saw Cut	LF	38.00	\$						\$		2.00	\$	76.00		\$ 76.00
Additional Joint Sealants	LS	1.00	\$						\$		500.00	\$	500.00		\$ 500.00
SUBTOTAL EQUIPMENT, MATERIALS, SUB-CONTRACT AND OTHER DIRECT COST															
TAX @ 7%															
\$ 361.28															
CRAFT LABOR BURDEN @ 48%															
\$ 299.04															
MANAGEMENT LABOR BURDEN @ 68%															
\$ 95.20															
SUBTOTAL 2															
\$ 5,522.38															
MARK UP ON LABOR, BURDEN & MATERIALS (15%)															
\$ 828.36															
MARK UP ON OTHER DIRECT COST (15% OF OTHER DIRECT COST)															
\$ 1,157.24															
MARK UP ON SUBCONTRACTOR (6%)															
\$ 1,001.94															
SUBTOTAL COST															
\$ (106.95)															
SMALL TOOLS AND CONSUMABLES (5% OF LABOR)															
\$ 57.86															
SAFETY SUPPLIES AND EQUIPMENT (2% OF LABOR)															
\$ 23.14															
INSURANCE (1%)															
\$ 54.36															
GRAND TOTAL															
\$ 5,570.97															

Cartersville WPCP Nutrient Removal Upgrade



CMC Rebar Georgia
 251 Hosea Rd.
 Lawrenceville, Ga 30046
 Phone 678-287-1952
 Fax 770-339-6623

CMC Change Order #: CO1
Change Order Date: 11/21/19

CHANGE ORDER REQUEST

Customer: Archer Western Contractors
 929 W Adams St
 Chicago, IL 60607-3037

Project: Cartersville WPCP

CMC Job #: 1922300604

Subject: Site Paving Revisions

Description of Changes:

Added 1.5 tons to site paving from old documents compared to new.
 \ \$1,500.00

Added 8 hours revision detailing going thru and revising drawings.
 \ \$800.00

Amount of this Change Order (excluding taxes) \$ 2,300.00

It is mutually agreed that for such change the contract price is changed by \$ 2,300.00 , terms of payment are net 30 days. No retainage of funds will be allowed. If you have any questions regarding our Change Order, immediately contact the below signed to schedule a meeting to discuss it.

Change Order pricing is subject to market increase change if not approved within 30 days.

Archer Western Contractors
 Signature: _____

CMC Rebar
 Signature: _____
 Salesman - Danny Harrison

Date: _____

Date: _____

HAZEN AND SAWYER

5775 Peachtree Dunwoody Road
 Suite D-520
 Atlanta, GA 30342
 Phone: 404.459.6363

REQUEST FOR PROPOSAL #023	
Project	Cartersville WPCP Nutrient Removal Upgrade
Contractor	Archer Western, LLC
Subject	Grading in front of Solids Storage area
Reference Spec. Section/Drawing No.	C34

In accordance with the General Conditions of the Contract Documents, you are hereby requested to submit a cost and detailed breakdown for the following work:

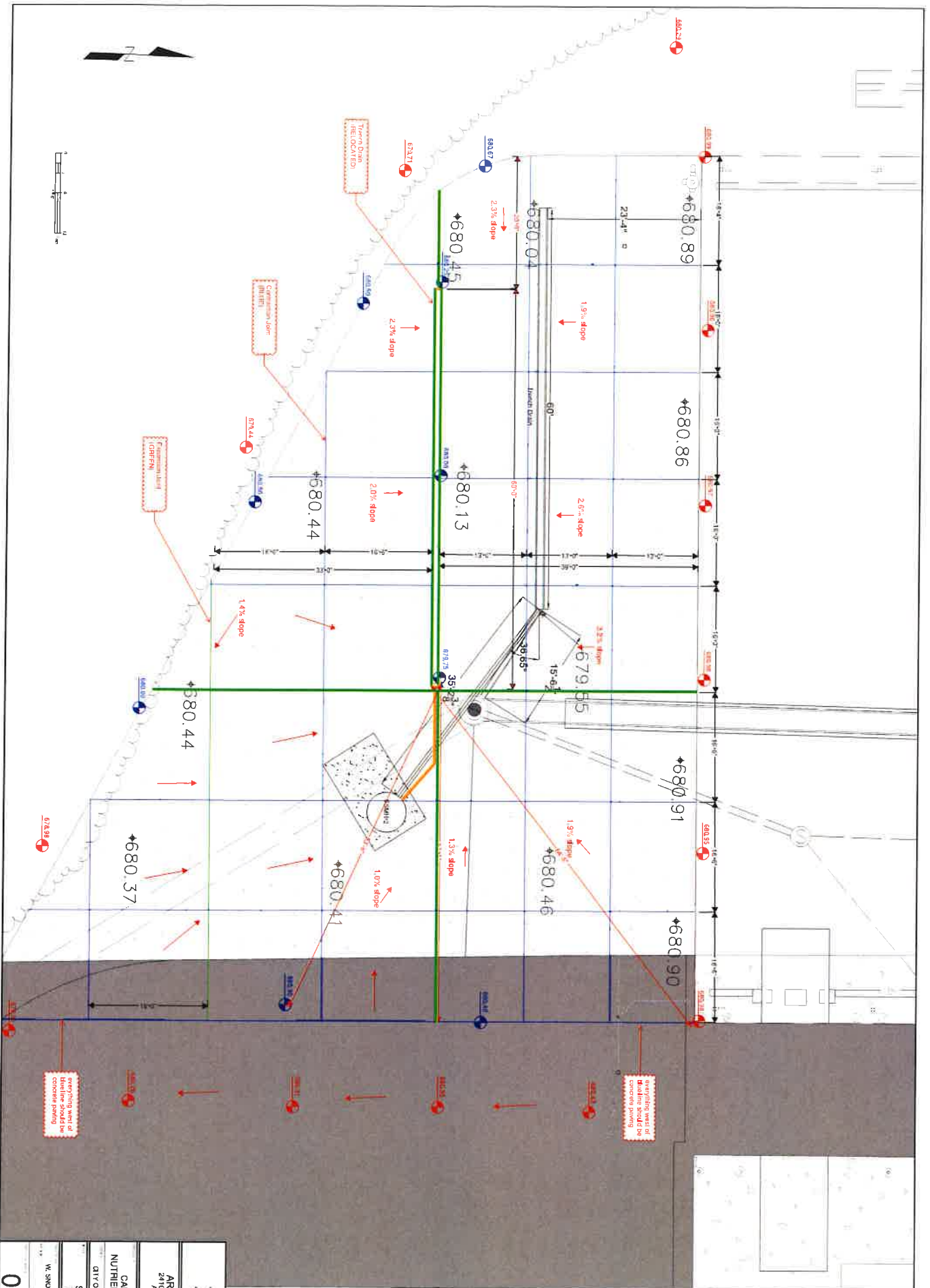
1. Update grading plan as shown in RFP #023 Attachment 1, including the following:
 - a. Change asphalt strip at east edge of solids storage building to concrete paving
 - b. Move trench drain south east away from south edge of solids storage building
 - c. Update expansion and contraction joint locations
 - d. Update slopes

Requested By: Kristen D. Brueley

Date: 11/22/2019

Hazen and Sawyer

Cc: Sidney Forsyth (CWD)
 Bob Jones (CWD)



Item # 10

ARCHER WESTERN 2410 PACES FERRY RD SE ALBANY, GA 31706 404-452-9700	
CARTERSVILLE WPCP NUTRIENT REMOVAL UPGRADE	
CITY OF CARTERSVILLE GEORGIA	
SOLID STORAGE TRENCH DRAIN	
W. SNOW	L. WILSON
218016	3/6/2014
1/22	10-2-2013
01	

Work Change Directive No. 022

Date of Issuance: 12/18/2019	Effective Date: 12/18/2019
Owner: City of Cartersville	Owner's Contract No.: N/A
Contractor: Archer Western	Contractor's Project No.: 219016-003
Engineer: Hazen and Sawyer	Engineer's Project No.: 32407-003
Project: Cartersville WPCP	Contract Name: (Same as Project)

Contractor is directed to proceed promptly with the following change(s):

Description:

Replace existing 6-strand fiber optic cable with 12-strand fiber optic cable, as detailed in RFP #020. The cost for this change is \$14,793.32, as presented in the attached PCO#025 received from Archer Western on 11/21/19. The cost change authorized by the Owner under this WCD will be deducted from the Owner Directed Work Items Cash Allowance amount under Item 3.1 in the Contract to cover the addition of work described herein.

Attachments: *[List documents supporting change]*

PCO#025, RFP#020, RFI#60, RFI#62

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price	\$ 14,793.32	increase
Contract Time	0 days	N/A

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

By: *Ariston Debraley*
 Engineer (Authorized Signature)

Title: Senior Associate

Date: 12/18/2019

AUTHORIZED BY:

By: *[Signature]*
 Owner (Authorized Signature)

Title: Assistant Director

Date: 12/31/2019

RECEIVED:

By: *[Signature]*
 Contractor (Authorized Signature)

Title: Project Manager

Date: 12/31/2019

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Item # 10



AW 219016-048

November 21st, 2019

Kristen Smeby, PE
 Hazen and Sawyer
 5775 Peachtree Dunwoody Road
 Suite D-520
 Atlanta, GA 30342

PROJECT: Cartersville WPCP Nutrient Removal Upgrade

CONTRACT NO: 505-3330-54-1347

SUBJECT: PCO #25- RFP#020 RFI#060, and #062 Fiber Optic Changes at Dewatering Building and Secondary Lift Station

REFERENCE: RFP#020, RFI #060, and RFI #062

Dear Mrs. Smeby:

As requested in RFP#020, Archer Western Construction hereby submits pricing for PCO#025 – Fiber Optic Changes at Dewatering Building and Secondary Lift Station in the amount of \$14,793.32. This proposal reflects the cost of the additional work associated with replacing the existing 6-strand fiber optic cable between the existing South Electrical Building and the Main PLC and between the Secondary Lift Station and the North Electrical Building with 12-strand fiber optic cable.

This scope of work is only as specifically included in the attached proposal. No additional time is requested to accomplish this work if a Change Order is approved in a timely manner. This proposal is valid for 30 days from the date of this letter and is subject to change if not approved within this timeframe. Per the requirements of the Contract no work can proceed until receipt of a Change Order incorporating this change into the work.

Please provide approval of the attached proposal or any comments no later than December 5th, 2019. If acceptable, provide a Change Order in accordance with Article 10 of the Contract for execution.

Sincerely,
 ARCHER WESTERN CONSTRUCTION, LLC

John T. Wilson  signed by John T. Wilson
 Date: 2019.11.21 08:16:48-05'00'

John T. Wilson,
 Project Manager

Cc: David Walker, AWC
 PCO #025 File

Item # 10

PCO #: 25
 Date of work: _____
 DESCRIPTION OF WORK: RFI #060 and #062: Demo and reroute FO cable between Secondary Lift Station & North Electrical Building and upgrade FO cable. Upgrade FO cable between Main PLC and South Electrical Building.

Work Item #: PCO #25, RFP#020 Sheet 1 Of 1
 CONTRACTOR: Archer Western

Archer Western Construction

DESCRIPTION	Unit of Msr.	QTY.	MATERIAL		MANHOURS		LABOR		EQUIPMENT		SUB-CONTRACT		OTHER DIRECT COST		TOTAL
			UNIT	EXT.	UNIT	EXT.	RATE	EXT.	UP	EXT.	UP	EXT.	UP	EXT.	
Equipment / Materials/ Subcontract/ Other Direct Cost															
Excel Quote Dated 11/04/2019	LS	1.00													\$ 3,368.00
M/R Systems Quote Dated 11/15/2019	LS	1.00													\$ 10,080.00
SUBTOTAL EQUIPMENT, MATERIALS, SUB-CONTRACT AND OTHER DIRECT COST															\$ 13,448.00
LABOR															
Supervision and Engineering															
Project Manager	EA	1			1.00		\$ 70.00								\$ 70.00
Project Superintendent	EA	1			2.00		\$ 70.00								\$ 140.00
Record Drawings	EA	1			1.00		\$ 47.00								\$ 47.00
SUBTOTAL LABOR															\$ 257.00
TAX @ 7%															
CRAFT LABOR BURDEN @ 48%															\$ -
MANAGEMENT LABOR BURDEN @ 68%															\$ -
SUBTOTAL 2															\$ -
MARK UP ON LABOR, BURDEN & MATERIALS (15%)															\$ 4.00
MARK UP ON OTHER DIRECT COST (15% OF OTHER DIRECT COST)															\$ 174.76
MARK UP ON SUBCONTRACTOR (5%)															\$ 431.76
SUBTOTAL COST															\$ 13,448.00
SMALL TOOLS AND CONSUMABLES (5% OF LABOR)															\$ 64.76
SAFETY SUPPLIES AND EQUIPMENT (2% OF LABOR)															\$ -
INSURANCE (1%)															\$ -
GRAND TOTAL															\$ 14,793.32

Cartersville WPCP Nutrient Removal Upgrade



November 4, 2019

Archer Western

Attention: John Wilson

Subject: RFI #60 Fiber Optic Cable Reroute
Cartersville WPCP Nutrient Recovery Upgrade

John,

The total cost for materials and labor to incorporate the work reflected in the response to RFI #60 is **\$3,368.00**. This work includes installing a 12 strand fiber optic cable in an existing conduit from the North Electrical Building to RCP#3 in the Secondary Lift Station. Some conduit extensions will have to be made inside the North Electrical Building to get into RCP #2. Also included in this price is the replacement of an existing six strand fiber from RCP#1 in the South Electrical Building to the MCP in Existing Sludge Dewatering with a new 12 strand to match the remainder of the infrastructure in the plant. Please see attached Recapitalization for clarification on pricing. All cables to be provided and terminated by others.

Please do not hesitate to contact me if you have any questions or need additional information. As mutually agreed, we will not begin this work until directed in writing.

Sincerely,

EXCEL ELECTRICAL TECHNOLOGIES, INC.

Blake Landrum
Project Manager
Direct (770) 970-4128 | blake.landrum@excelelectrical.com

This revision pricing is based on typical cost elements such as labor, material, and normal mark-ups for overhead and profit for the direct cost associated with this extra work. Not included in this proposal is compensation for disruption, delay, overtime, impact, rescheduling, extended duration cost, and/or acceleration, for which all rights are reserved.

CP #7

Item # 10

EXCEL ELECTRICAL TECHNOLOGIES, INC.



CHANGE PROPOSAL RECAPITULATION

Project: Cartersville WPCP Nutrient Removal Upgrade

Date: 04-Nov-19

Description: RFI #60 Fiber Optic Reroute

Excel Project No: 1068

Excel's C.P. #: 7

Installation Materials Expense

1	Material Costs		\$	275.00
2	Expendables & Consumable Material (2.5% of direct material cost)		\$	6.88
3		7% sales tax on materials cost:		\$19.73
4		Subtotal with sales tax:	\$	301.61
5		15% Overhead & Profit:		\$45.24
7		Subtotal Direct Material Expense:	\$	346.85

Labor Expense

8	Productive Labor Hours Journeyman / Electrician @ \$65.12 p/hr.	Hours:	36.0	\$	2,131.20
9	Productive Labor Hours Journeyman / Electrician @ \$97.68 p/hr. (O.T.)	Hours:	0.0	\$	-
10	Coordination / Supervision @ \$83.00 p/hr.	Hours:	8.0	\$	664.00
11	Coordination / Supervision @ \$124.50 p/hr. (O.T.)	Hours:		\$	-
12	Project Management / Engineering @ \$95.00 p/hr.	Hours:	2.0	\$	190.00
13	Clean-up @ \$36.00 p/hr.	Hours:	1.0	\$	36.00
14		Total Hours:	47.0		
15		Total Labor Expense:			\$3,021.20

Lower Tier Subcontractors Expense

16					
17		15% Overhead & Profit:		\$0.00	
18		Subtotal Lower Tier Subcontractors Expense:		\$	-

Quotable Material Expense

19			\$	-
20			\$	-
21		15% Overhead & Profit:		\$0.00
22		Subtotal Rental Equip. Expense:	\$	-

Rental Equipment Expense

23			\$	-
24		15% Overhead & Profit:		\$0.00
25		Subtotal Rental Equip. Expense:	\$	-

Total Direct Cost and Mark-ups for this Change Proposal:	\$	3,368.05
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Customer: City of Cartersville
 Project: RFP 20 Fiber Cable Changes
 MR Quote #:Q19-7082, Rev. 1



December 20, 2019

Bill of Materials and Labor

Qty	Tag/Loop	Description	Price
<u>RFP 20 Fiber Cable Changes (Dewatering Building & Secondary Lift Station)</u>			
2,000		Corning 12-Fiber OM2 50u/125u Outdoor, Gel-free cable (2,000 ft.)	\$3,133
		Main PLC to RCP-1	
24		Corning ST 50u/125u UNICAM Connector (Main PLC & RCP-1)	\$598
1		Corning 2-Panel WIC Termination Enclosure (Main PLC)	\$107
1		Corning 12 fiber ST OM2 Connector Panel (Main PLC)	\$111
		Main RCP-2 to RCP-3	
24		Corning ST 50u/125u UNICAM Connector (RCP-2 & RCP-3)	\$598
<p>The above referenced equipment is required for the requested new fiber optic cable. MR Systems is already providing new WIC enclosures and termination panels in RCP-1, RCP-2 and RCP-3, so no new equipment is required in those locations.</p> <p>MR Systems will terminate and test the fiber optic cable above. The conduit, removal of existing fiber cable and installation of new fiber cable is by others and not included in this scope of work.</p>			
<hr/>			
		Project Labor	
One Lot		Project Engineering & Administrative Labor as required to perform the scope of work defined in RFP20.	\$688
		<i>This line is intentionally left blank.</i>	
		<i>This line is intentionally left blank.</i>	
One Lot		Field Service (including Travel & Living expenses) as required to perform the scope of work defined in RFP20.	\$4,168
		<i>This line is intentionally left blank.</i>	
1 Year		Onsite Comprehensive Warranty	\$139
One Lot		Freight	\$176
Subtotal of Labor and Materials:			\$9,718
State Sales Tax is INCLUDED. Assumed sales tax rate is: 7%			<u>\$362</u>
Total Project Cost:			\$10,080

Item # 10

1185 Beaver Ruin Rd • Norcross, GA 30093 • 678-325-2800

Customer: City of Cartersville
 Project: RFP 20 Fiber Cable Changes
 MR Quote #:Q19-7082, Rev. 1



December 20, 2019

Bill of Materials and Labor

Qty	Tag/Loop	Description	Price
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General Notes:

- A *** Sales Representation ***
 Mr. Scott Cockrell and Dan Carter, of Eco-Tech, Inc. in Canton, GA, are our local Sales Representatives and will contact you prior to the bid with pricing. Scott may be reached at 678-880-1203 (Office) or 678-251-6178 (Cell). Dan may be reached at 678-880-1222 (Office) or 404-822-3313 (Cell).
- B *** Technical Questions ***
 For technical or scope of supply questions contact Jay Simile of MR Systems, Inc. Jay may be reached at 678-325-2809 (Office) or 770-653-1881 (Cell).
- C *** Installation of Conduit and Wire ***
 This quotation **DOES NOT INCLUDE** the supply or physical installation of conduit or wire unless specifically noted above.
- D *** Equipment Installation ***
 This quotation **DOES NOT INCLUDE** physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.
- E *** Wiring Terminations ***
 This quotation **DOES NOT INCLUDE** field or panel terminations of signal or power wires
- F *** Fiber Optics Cable ***
 This quotation **INCLUDES** the supply of Fiber Optic Cable as specifically identified above. The Contractor shall be responsible for conduit and installation of the Fiber Optic Cable supplied by M/R Systems, Inc.
- G *** Fiber Optic Cable Termination ***
 This quotation **INCLUDES** the terminations and testing of the fiber optics cable.
- H *** Coaxial Cable Installation ***
 This quotation **DOES NOT INCLUDE** the physical installation of coaxial cable or other related components.
- I *** Installation of Communications Towers or Poles ***
 This quotation **DOES NOT INCLUDE** the supply or physical installation of Communication Towers or Poles.
- J *** Contractor License Information ***
 MR Systems' Georgia Electrical Contractors License Number is EN214384 (Non-Restricted).
- K **Intentionally left blank**
- L *** Terms and Conditions ***
 MR Systems, Inc. General Terms & Conditions of Sale apply to any order resulting from this quotation. Please refer to the link provided below for a copy of our General Terms and Conditions of Sale.

<https://www.mrsystems.com/sellersterms/>

Item # 10

1185 Beaver Ruin Rd • Norcross, GA 30093 • 678-325-2800

Customer: City of Cartersville
Project: RFP 20 Fiber Cable Changes
MR Quote #:Q19-7082, Rev. 1



December 20, 2019

Bill of Materials and Labor

Qty	Tag/Loop	Description	Price
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Revision Notes:

Rev. 0	First Issue - 2019-11-14 - DBF
Rev. 1	Taxes Added - 2019-11-20 - JTS

HAZEN AND SAWYER

5775 Peachtree Dunwoody Road
 Suite D-520
 Atlanta, GA 30342
 Phone: 404.459.6363

REQUEST FOR PROPOSAL #020	
Project	Cartersville WPCP Nutrient Removal Upgrade
Contractor	Archer Western, LLC
Subject	Fiber optic cable changes at dewatering building and secondary lift station
Reference Spec. Section/Drawing No.	Specification 17180

In accordance with the General Conditions of the Contract Documents, you are hereby requested to submit a cost and detailed breakdown for the following work:

1. Replace the existing 6-strand fiber optic cable running between the existing South Electrical Building Remote I/O panel (RCP-1) and the existing Main PLC in the dewatering building with a 12-strand fiber optic cable. Replace cable within existing conduit.
2. Replace the existing 6-strand fiber optic cable running between the existing Secondary Lift Station Remote I/O panel (RCP-3) and the existing North Electrical Building Remote I/O (RCP-2) with a 12-strand fiber optic cable. Reinstall new cable in adjacent spare conduit.
3. Provide additional ports in the existing fiber optic patch panels or replace the existing fiber optic patch panels as necessary to accommodate the additional strands.
4. Include fiber optic accessories and services required by Section 17180 for the cables described above.

Requested By: Kristen D. Smelby

Date: 11/06/2019

Hazen and Sawyer

Cc: Sidney Forsyth (CWD)
 Bob Jones (CWD)



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
Etowah Drive Water Main Relocation**

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recommendation:	<p>In 2014, the Water Department completed the Etowah Drive Water Main Replacement Project which installed approximately 6,500 feet of 8 – 12 inch ductile iron water main. During construction, a bore was made under the intersection of Etowah Drive and West Avenue which crossed multiple utilities. While installing the bore, the contractor notified the Water Department of a suspected obstruction during the bore. The Water Department Inspector investigated and found the most likely facility causing the obstruction was an existing 24-inch storm sewer crossing perpendicular to the bore. Public Works was called to assess the stormwater line and found no issue. Once cleared by Public Works, construction continued on the water main project.</p> <p>During one of the many torrential rains in the spring of 2019, the intersection of West Avenue and Etowah Drive experienced severe flooding. After the water receded, Public Works inspected storm lines in the area and found the bore casing from the water main obstructing their line. In order to restore full stormwater flow capacity, we need to relocate the water line deeper to clear the storm.</p> <p>After discussing the issue with Tommy Sanders, this should be deemed an emergency repair given the risk to motorists in the area when the road floods. Additionally, ponding of water in the area during this time adds the risk of ice formation.</p> <p>The Water Department requested a quote from C.H. Kirkpatrick and Sons for relocation of the line by boring at a greater depth and repairing the damaged stormwater line. They have submitted a lump sum price of \$126,697.74 which is reasonable given the scope of work and need for a quick resolution.</p> <p>This is not a budgeted project.</p>
City Manager's Remarks:	<p>As mentioned above, we have deemed this an emergency project that needs to be resolved quickly. This is not a budgeted item, but funds will be shifted within the water department budget. Your approval of the water main relocation by C.H. Kirkpatrick and Sons is requested.</p>

Cover Memo
Item # 1

	Sons is recommended.
Financial/Budget Certification:	The project will be funded by shifting funds allocated in the FY19_20 budget from the Fairview Tank Exterior Painting Project to this project.
Legal:	
Associated Information:	

Mailing Address:
P. O. Box 790
White, GA 30184-0790
Phone 678-721-7780



Physical Address:
4200 Hwy. 411, NE
Rydal, GA 30171-1500
Fax 678-721-7795

City of Cartersville Water Dept.
Brent Beck

7-Jan-20

PROJECT: HWY. 61 & ETOWAH DRIVE
Proposal for 12" Water, Storm Drain Repair & Street Repair

ITEM DESCRIPTION 12" Water	QUAN.	U/M	UNIT TOTAL	GRAND TOTAL
24" JACK & BORE .375WT	70	LF	\$ 281.84	\$ 19,728.80
TRENCH BOXES	1	LS	\$ 4,000.00	\$ 4,000.00
12" DIP CL350	120	LF	\$ 55.56	\$ 6,667.20
24" X 12" CASING SPACERS	7	EA	\$ 208.33	\$ 1,458.31
24" X 12" END SEAL	2	EA	\$ 185.18	\$ 370.36
12" FIELD LOC GASKET	6	EA	\$ 209.93	\$ 1,259.58
12" X 12" TAP SADDLE W/ TAP VALVE	1	EA	\$ 9,128.63	\$ 9,128.63
12" MJ 90 DEGREE BEND	3	EA	\$ 779.68	\$ 2,339.04
12" MJ TEE	1	EA	\$ 1,091.35	\$ 1,091.35
12" MJ SOLID SLEEVE	3	EA	\$ 721.21	\$ 2,163.63
12" MJ CAP	1	EA	\$ 425.97	\$ 425.97
CUT IN 12" GATE VALVE ASSEMBLY IN LIEU OF 12" TEAM INSERTION VALVE	1	EA	\$ 7,268.97	\$ 7,268.97
12" MJ PLUG	2	EA	\$ 425.97	\$ 851.94
12" TIE END	1	EA	\$ 3,100.00	\$ 3,100.00
12" CUT & PLUG	2	EA	\$ 3,100.00	\$ 6,200.00
CONCRETE BLOCKING	4	CY	\$ 306.55	\$ 1,226.20
3/4" THREAD ALL	200	LF	\$ 7.94	\$ 1,588.00
3/4" EYE BOLTS W/ NUTS & WASHERS	32	EA	\$ 10.30	\$ 329.60
TOTAL				\$ 69,197.58

ITEM DESCRIPTION Storm Drain & Street Repair	QUAN.	U/M	UNIT TOTAL	GRAND TOTAL
SAW CUT (DAY TIME CUTTING)	1	LS	\$ 700.00	\$ 700.00
HAUL OFF ASPHALT	1	EA	\$ 525.00	\$ 525.00
TRAFFIC CONTROL FOR EXCAVATION	1	LS	\$ 3,500.00	\$ 3,500.00
HAUL DIRT OFF SITE	54	CY	\$ 26.68	\$ 1,440.72

Item # 11

57 STONE OR GAB	90	TN	\$ 39.98	\$ 3,598.20
CONCRETE CAP	6	CY	\$ 306.55	\$ 1,839.30
ASPHALT PATCH	1	LS	\$ 2,000.00	\$ 2,000.00
24" CONCRETE PIPE REPAIR CLAMP W/ MASTIC	1	EA	\$ 1,875.01	\$ 1,875.01
MILLING 2" DEEP	239	SY	\$ 42.83	\$ 10,236.37
2" 9.5 MM OVERLAY	239	SY	\$ 51.04	\$ 12,198.56
THERMO PLAST	1	LS	\$ 3,000.00	\$ 3,000.00
TRAFFIC CONTROL FOR PAVING	1	LS	\$ 3,000.00	\$ 3,000.00
ROAD PLATES	2	EA	\$ 250.00	\$ 500.00
TOTAL				\$ 44,413.16

ITEM DESCRIPTION	QUAN.	U/M	UNIT TOTAL	GRAND TOTAL
Landscaping & SIDEWALK				
SOD ESTIMATE	6000	SF	\$ 1.42	\$ 8,520.00
5' SIDEWALK ESTIMATE	550	SF	\$ 6.94	\$ 3,817.00
SHRUBS & PLANTS ALLOWANCE	1	LS	\$ 750.00	\$ 750.00
TOTAL				\$ 13,087.00

GRAND TOTAL				\$ 126,697.74
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NOTES:

- Proposal excludes signal loops if damaged due to work. If damaged will be costs plus 15% profit & overhead.
- Rock Clause: Rock excavation with 4000 lb. hammer @ \$100.00 per c.y. with \$4,500 minimum.
- Bored Rock will be at a pre-negotiated priced agreed upon by all parties via written change order signed by all parties.
- Pre & post blast monitoring \$750.00 per event.
- If bedding stone is required due to wet soils, add \$36.47 per ton.
- Proposal is based off one mobilization; any additional mobilizations add \$3,500.00 per mobilization.
- Permits & fees by owner.
- Staking, layout & asbuits by owner.
- Compaction testing by owner.
- Excludes existing utility location unless stated in proposal
- C. H. Kirkpatrick & Sons guarantees grass to come up. However, after that, it is owners responsibility to keep it watered. If it dies due to lack of rain, C. H. Kirkpatrick & Sons will not be held liable.
- If Bond is required add 3%.

IMPORTANT NOTIFICATION:

In many areas it has become increasingly difficult to install bores because of unmarked utilities and/or unknown obstructions. In some cases these unknown elements result in having to stop the present bore elevation, re-dig/re-grade the pit and continue at a different elevation to get the bore in. In some extreme cases the bore has to be completely abandoned. The following applies:

- Crew time will be charged for all lost time involved when we have to stop and re-dig the pit. Any casing that has to be left in ground is charged at the quoted price. Crew time will be charged at \$400.00 per hour.
- When a bore has to be completely abandoned, payment must be made for casing in the ground, mobilization, box rental and site restoration.

All prices unit priced, field measured for final payment.

Payment net 30 days, 1 1/2% interest per month charged on past due accounts

Attorney's fees will be added if necessary for collection

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Kirkpatrick', with a long horizontal flourish extending to the right.

Tim Kirkpatrick



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
Five Patrol Vehicles**

SubCategory:	Bid Award/Purchases												
Department Name:	Police												
Department Summary Recommendation:	<p>I am requesting approval to purchase five patrol vehicles. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. The vehicles are budgeted items and will be paid for out of federal asset forfeiture funds. It should be noted that in August of 2019 I requested to purchase five new patrol vehicles (2020 Dodge Chargers) and it was subsequently approved by the city council. I was notified in December 2019 that Dodge would not be building the Dodge Charger police package in 2020, so the police department opted to request bids for the Ford Explorer police package.</p> <p>The police department sent a request for bids (RFB) for above noted vehicles to three local car dealerships and placed the RFB on the city's web site and on the Georgia Procurement Registry. We subsequently received six bids from the dealerships. The following are the bids for the above noted vehicles from each dealership that met the specifications:</p> <table data-bbox="570 1262 1218 1476"> <tr> <td>Speedway Ford</td> <td>\$183,775.00 (total)</td> </tr> <tr> <td>Jacky Jones Ford</td> <td>\$172,385.00 (total)</td> </tr> <tr> <td>Alan Jay Automotive</td> <td>\$169,589.00 (total)</td> </tr> <tr> <td>Brannen Motor Company</td> <td>\$167,855.00 (total)</td> </tr> <tr> <td>Prater Ford</td> <td>\$166,284.40 (total)</td> </tr> <tr> <td>Wade Ford</td> <td>\$162,990.00 (total)</td> </tr> </table> <p>I recommend the low bid Wade Ford (\$162,990.00) for the above noted vehicle purchase. The purchase of the vehicles and the equipment (Lights, siren, cage, computer, in-car camera, etc.) will not exceed \$280,000.00.</p> <p>This is a budgeted item (federal asset forfeiture money) and 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>	Speedway Ford	\$183,775.00 (total)	Jacky Jones Ford	\$172,385.00 (total)	Alan Jay Automotive	\$169,589.00 (total)	Brannen Motor Company	\$167,855.00 (total)	Prater Ford	\$166,284.40 (total)	Wade Ford	\$162,990.00 (total)
Speedway Ford	\$183,775.00 (total)												
Jacky Jones Ford	\$172,385.00 (total)												
Alan Jay Automotive	\$169,589.00 (total)												
Brannen Motor Company	\$167,855.00 (total)												
Prater Ford	\$166,284.40 (total)												
Wade Ford	\$162,990.00 (total)												
City Manager's Remarks:	<p>This will be paid for through DEA funds. Your approval of the five patrol vehicles with a not to exceed cost of \$280,000 is recommended.</p> <p style="text-align: right;">Cover Memo Item # 12</p>												

Financial/Budget Certification:	This is a budgeted item to be paid for 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 : January 2, 2020
Ref : Purchase of five patrol vehicles.

I am requesting approval to purchase five patrol vehicles. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. The vehicles are budgeted items and will be paid for out of federal asset forfeiture funds. It should be noted that in August of 2019 I requested to purchase five new patrol vehicles (2020 Dodge Chargers) and it was subsequently approved by the city council. I was notified in December 2019 that Dodge would not be building the Dodge Charger police package in 2020. In December 2019 the police department opted to request bids for the Ford Explorer police package.

The police department sent a request for bids (RFB) for above noted vehicles to three local car dealerships and also placed the RFB on the city's web site and placed the RFB on the Georgia Procurement Registry. We subsequently received six bids from the dealerships. The following are the bids for the above noted vehicles from each dealership that met the specifications:

Speedway Ford	\$183,775.00 (total)
Jacky Jones Ford	\$172,385.00 (total)
Alan Jay Automotive	\$169,589.00 (total)
Brannen Motor Company	\$167,855.00 (total)
Prater Ford	\$166,284.40 (total)
Wade Ford	\$162,990.00 (total)

I recommend the low bid Wade Ford (\$162,990.00) for above noted vehicle purchase. The purchase of the vehicles and the equipment (Lights, siren, cage, computer, in-car camera, etc.) will not exceed \$280,000.00.

This is a budgeted item (federal asset forfeiture money) and 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.

2019/2020 Vehicle Bid Results

2020 Ford Explorer

Wade Ford
Smyrna, GA

- $\$32,598 \times 5 = \$162,990.00$

Prater Ford
Calhoun, GA

- $\$33,256.88 \times 5 = \$166,284.40$

Brannen Motor Company
Unadilla, GA

- $\$33,571 \times 5 = \$167,855.00$

Alan Jay Automotive
Sebring, FL

- $\$33,918 \times 5 = \$169,589.00$

Jacky Jones Ford
Cleveland, GA

- $\$34,477 \times 5 = \$172,385.00$

Speedway Ford
Griffin, GA

- $\$36,665 \times 5 = \$183,775.00$

2020 Grand Jeep Cherokee Laredo 4x2

Courtesy Automotive
Stonecrest, GA

- $\$29,160 \times 2 = \$58,320.00$

Don Jackson CDJ
Union City, GA

- $\$30,881 \times 2 = \$60,162.00$

Alan Jay Automotive
Sebring, FL

- $\$30,469 \times 2 = \$60,938.00$

Robert Loehr
Cartersville, GA

- $\$31,555 \times 2 = \$63,110.00$

2020 Dodge Ram 1500 4WD

Robert Loehr
Cartersville, GA

- $\$33,922.00$

Alan Jay Automotive
Sebring, FL

- $\$36,087.00$

Courtesy Automotive
Stonecrest, GA

- $\$37,781.00$

Don Jackson CDJ
Union City, GA

- $\$38,573.00$



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
Three Undercover Vehicles**

SubCategory:	Bid Award/Purchases																
Department Name:	Police																
Department Summary Recommendation:	<p>I am requesting approval to purchase three undercover vehicles. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. These vehicles will be paid for out of federal asset forfeiture funds. These vehicles are used to conduct undercover operations by our officers assigned to the DEA Task Force.</p> <p>The police department sent a request for bids (RFB) for above noted vehicles to one local car dealership and also placed the RFB on the city's web site and placed the RFB on the Georgia Procurement Registry. We subsequently received four bids from the dealerships. The following are the bids for the above noted vehicles from each dealership that met the specifications:</p> <p>Two 2020 Jeep Grand Cherokee 4X2</p> <table border="0"> <tr> <td>Robert Loehr Dodge</td> <td>\$63,110.00 (total)</td> </tr> <tr> <td>Alan Jay Automotive</td> <td>\$60,938.00 (total)</td> </tr> <tr> <td>Don Jackson Dodge</td> <td>\$60,162.00 (total)</td> </tr> <tr> <td>Courtesy Automotive</td> <td>\$58,320.00 (total)</td> </tr> </table> <p>One 2020 Dodge Ram 1500 4X4</p> <table border="0"> <tr> <td>Don Jackson Dodge</td> <td>\$38,573.00 (total)</td> </tr> <tr> <td>Courtesy Automotive</td> <td>\$37,781.00 (total)</td> </tr> <tr> <td>Alan Jay Automotive</td> <td>\$36,087.00 (total)</td> </tr> <tr> <td>Robert Loehr Dodge</td> <td>\$33,922.00 (total)</td> </tr> </table> <p>I recommend the low bid from Courtesy Automotive (\$58,320.00) for the two Jeep Cherokees and the low bid from Robert Loehr Dodge (\$33,922.00) for the Dodge Ram 1500 4X4. The purchase of the vehicles and the equipment (Lights, siren, etc.) will not exceed \$99,000.00.</p> <p>This item will be paid for with federal asset forfeiture money and 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>	Robert Loehr Dodge	\$63,110.00 (total)	Alan Jay Automotive	\$60,938.00 (total)	Don Jackson Dodge	\$60,162.00 (total)	Courtesy Automotive	\$58,320.00 (total)	Don Jackson Dodge	\$38,573.00 (total)	Courtesy Automotive	\$37,781.00 (total)	Alan Jay Automotive	\$36,087.00 (total)	Robert Loehr Dodge	\$33,922.00 (total)
Robert Loehr Dodge	\$63,110.00 (total)																
Alan Jay Automotive	\$60,938.00 (total)																
Don Jackson Dodge	\$60,162.00 (total)																
Courtesy Automotive	\$58,320.00 (total)																
Don Jackson Dodge	\$38,573.00 (total)																
Courtesy Automotive	\$37,781.00 (total)																
Alan Jay Automotive	\$36,087.00 (total)																
Robert Loehr Dodge	\$33,922.00 (total)																

City Manager's Remarks:	The undercover vehicles will be purchased with DEA funds. Your approval of the three vehicles with a not to exceed cost of \$99,000 is recommended.
Financial/Budget Certification:	This is a budgeted item with the purchases being paid form 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 : January 2, 2020
Ref : Purchase of three undercover vehicles.

I am requesting approval to purchase three undercover vehicles. These vehicles are replacement vehicles for our fleet and the older vehicles will be declared surplus. These vehicles will be paid for out of federal asset forfeiture funds. These vehicles are used to conduct undercover operations by our officers assigned to the DEA Task Force.

The police department sent a request for bids (RFB) for above noted vehicles to one local car dealerships and also placed the RFB on the city's web site and placed the RFB on the Georgia Procurement Registry. We subsequently received four bids from the dealerships. The following are the bids for the above noted vehicles from each dealership that met the specifications:

Two 2020 Jeep Grand Cherokee 4X2

Robert Loehr Dodge	\$63,110.00 (total)
Alan Jay Automotive	\$60,938.00 (total)
Don Jackson Dodge	\$60,162.00 (total)
Courtesy Automotive	\$58,320.00 (total)

One 2020 Dodge Ram 1500 4X4

Don Jackson Dodge	\$38,573.00 (total)
Courtesy Automotive	\$37,781.00 (total)
Alan Jay Automotive	\$36,087.00 (total)
Robert Loehr Dodge	\$33,922.00 (total)

I recommend the low bid Courtesy Automotive (\$58,320.00) for the two Jeep Cherokee's and the low bid Robert Loehr Dodge (\$33,922.00) for the Dodge Ram 1500 4X4. The purchase of the vehicles and the equipment (Lights, siren, etc.) will not exceed \$99,000.00.

This item will be paid for with federal asset forfeiture money and 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.

2019/2020 Vehicle Bid Results

2020 Ford Explorer

Wade Ford
Smyrna, GA

- $\$32,598 \times 5 = \$162,990.00$

Prater Ford
Calhoun, GA

- $\$33,256.88 \times 5 = \$166,284.40$

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Alan Jay Automotive
Sebring, FL

- $\$33,918 \times 5 = \$169,589.00$

Jacky Jones Ford
Cleveland, GA

- $\$34,477 \times 5 = \$172,385.00$

Speedway Ford
Griffin, GA

- $\$36,665 \times 5 = \$183,775.00$

2020 Grand Jeep Cherokee Laredo 4x2

Courtesy Automotive
Stonecrest, GA

- $\$29,160 \times 2 = \$58,320.00$

Don Jackson CDJ
Union City, GA

- $\$30,881 \times 2 = \$60,162.00$

Alan Jay Automotive
Sebring, FL

- $\$30,469 \times 2 = \$60,938.00$

Robert Loehr
Cartersville, GA

- $\$31,555 \times 2 = \$63,110.00$

2020 Dodge Ram 1500 4WD

Robert Loehr
Cartersville, GA

- $\$33,922.00$

Alan Jay Automotive
Sebring, FL

- $\$36,087.00$

Courtesy Automotive
Stonecrest, GA

- $\$37,781.00$

Don Jackson CDJ
Union City, GA

- $\$38,573.00$



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
1000kVA Transformer**

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	<p>The Electric Department is requesting authorization to purchase a 1000kVA pad-mounted transformer. We have used our last equivalent transformer and need a replacement for our stock. We obtained five quotes and are requesting to purchase the Ermco unit from Gresco with the lowest Total Ownership Cost.</p> <p>This is a budgeted item, and we request your approval to purchase the 1000kVA Ermco transformer from Gresco for \$29,820.50.</p>
City Manager's Remarks:	<p>This purchase is a replacement for a stock 1000kVA transformer that was used. Your approval of the transformer from Gresco is recommended.</p>
Financial/Budget Certification:	<p>This is a budgeted item.</p>
Legal:	
Associated Information:	

Transformer Total Ownership Cost Evaluation

1000kVA 277/480 3-phase Pad mount
Dec-19

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>
Wesco	WEG	28-30 wks	\$ 16,564.00	1400	8029	\$ 30,893.00
Power Sup	WEG	28-30 wks	\$ 16,894.00	1400	8029	\$ 31,223.00
Gresco	Ermco	12-14 wks	\$ 17,935.00	1121	6841	\$ 29,820.50 *
Gresco	Eaton	23 weeks	\$ 18,480.00	1141	7225	\$ 30,839.50
Irby	GE	8-9 weeks	\$ 20,171.00	1056	7445	\$ 32,368.00

* Lowest T.O.C.



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
2500kVA Transformer**

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	<p>The Electric Department is requesting authorization to purchase a 2500kVA pad-mounted transformer. We have used our last equivalent transformer due to a failure, and need a replacement for our stock. We obtained six quotes, and are requesting to purchase the Ermco unit from Gresco. It has the lowest Total Ownership Cost and can be here in three months. The timeline is critical because this is a special transformer needed to serve one of our largest customers, and we no longer have a backup in stock.</p> <p>This is a budgeted item, and we request your approval to purchase the 2500kVA Ermco transformer from Gresco for \$55,855.50.</p>
City Manager's Remarks:	This is a replacement stock purchase for a transformer that was replaced at Aquafil. Your approval of the purchase to replenish stock is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

Transformer Total Ownership Cost Evaluation

2500kVA 2400/4160V 3-phase Pad mount
Dec-19

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>
Wesco	WEG	28-30 wks	\$ 33,479.00	2474	13011	\$ 57,623.00
Power Sup	WEG	28-30 wks	\$ 33,828.15	2747	13011	\$ 59,200.65
Gresco	Ermco	12-14 wks	\$ 33,935.00	2199	12025	\$ 55,855.50 *
Irby	WEG	28-30 wks	\$ 34,589.00	2747	13011	\$ 59,961.50
Irby	GE	11-13 wks	\$ 36,377.00	2225	14072	\$ 60,461.50
Solomon	Solomon	5-6 weeks	\$ 38,100.00	2715	18666	\$ 68,983.50

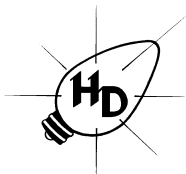
* Lowest T.O.C.



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
Decorative Christmas Lighting**

SubCategory:	Bid Award/Purchases
Department Name:	Electric
Department Summary Recommendation:	We are requesting authorization for payment to Holiday Designs, Inc. in the amount of \$11,265.00. This is for the new snowflakes that were installed downtown for this past Christmas. This purchase was a jointly funded effort between the DDA and the Electric Department.
City Manager's Remarks:	Your approval of the lighting purchase is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



HOLIDAY DESIGNS, INC.

PO Box 6105
Gainesville, Ga. 30504
770-287-1400
Fax 770-287-0502

Email: info@holidaydesigns.com

Invoice

DATE	INVOICE #
11/19/2019	18344

BILL TO
CITY OF CARTERSVILLE P.O. Box 1390 Cartersville, GA 30120

SHIP TO
CITY OF CARTERSVILLE Electrical Department 330 S. Erwin St. Cartersville, GA 30120

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	ORDER DATE
email/read	Due on receipt	AL	11/25/2019	Cust. p/u	GNSVL,GA	11/20/2019

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
13	HDPS-133	6' SILHOUETTE SUMMIT SNOWFLAKE (C7 LED Warm White bulbs)	425.00	5,525.00
14	HDPS-130	6' SILHOUETTE WOODLAND SNOWFLAKE (C7 LED Warm White bulbs)	410.00	5,740.00
27	Faceplate	Mounting Hardware	0.00	0.00
54	Banding Strap	Stainless Steel Banding Strap	0.00	0.00
50	LED C7 Warm W...	LED C7 Warm White	0.00	0.00

It's always a pleasure working with you!

Sales Tax (0.00) \$0.00

NO RETURNS without authorization. A 25% restocking charge will be on all returns accepted. NO RETURNS AFTER CHRISTMAS. A finance charge of 1.5% per month (18% APR) will be made on all past due accounts.

Total \$11,265.00

Payments/Credits \$0.00

Balance Due \$11,265.00

Item # 16



City of Cartersville

City Council Meeting
1/16/2020 7:00:00 PM
New World Software Maintenance Costs

SubCategory:	Bid Award/Purchases
Department Name:	Police/Fire
Department Summary Recommendation:	The 2020 annual maintenance costs from Bartow County for the New World software that is used by public safety agencies in the county is due in the amount of \$38,207.82 and is recommended for your approval.
City Manager's Remarks:	This is the annual maintenance costs of the New World software that is used by public safety. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM
Barracuda Annual Maintenance**

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The annual yearly support renewal for the Barracuda email archive appliance is due in the amount of \$8,912.04. This email archive appliance holds all emails sent and received by city employees. I recommend approval of this invoice.
City Manager's Remarks:	This is the annual maintenance for our email archive system. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	



QUOTATION

Quote #:	Q-97351-1	End User:	Cartersville City Schools
Prepared By:	Karolina Hare		Steven Grier
Date:	2019-12-17		1 N Erwin St
Expires:	2020-01-31		Cartersville, Georgia,
			30120-3121
			United States
Term Start Date:*	2/5/2020		
Deal Reg Tracking No:			

Bill To:	Ship To:
Cartersville City Schools	Cartersville City Schools
Steven Grier	Steven Grier
1 N ERWIN ST	1 NORTH ERWIN ST.
CARTERSVILLE, Georgia 30120-3121	CARTERSVILLE, Georgia 30120
United States	United States

Item #	Item Description	Qty / Cap.	Term (Mnths)	Ext. List Price	Final Price
BMA650a	Barracuda Message Archiver Appliance 650 - SN 597829	1		\$0.00	\$0.00
BMA650a-e	Barracuda Message Archiver Appliance 650 Energize Updates Subscription 1 Month - SN 597829 Eff. Dates: 2020-02-05 - 2021-02-04 (365 days)	1	12	\$4,911.12	\$4,911.12
BMA650a-h	Barracuda Message Archiver Appliance 650 Instant Replacement Subscription 1 Month - SN 597829 Eff. Dates: 2020-02-05 - 2021-02-04 (365 days)	1	12	\$4,000.92	\$4,000.92
					\$8,912.04

Total: USD 8,912.04

Thank you for your interest in our products and/or services. If you have any questions or concerns about this quotation, please do not hesitate to contact us.

Sincerely,

Karolina Hare
khare@barracuda.com

* Term start date is estimated for the purpose of the quote. Actual term will start upon order fulfillment.

Award-winning customer support

We're here to help—24/7/365.

Protect your Office 365 data

Get Essentials. Gain peace of mind.

Item # 18

Terms & Conditions

- Credit Card payment or Net 30 days with approved or credit card guarantee.
- Prices listed above do not include certain charges for which Customer is responsible and which will be added to the invoice including all sales, use, withholding, value added, and any other taxes imposed by any federal, state, provincial or local governmental entity or any other governmental entity, and all freight, handling, duties, import, export or other charges associated with shipment and delivery of the product
- Products and services are provided pursuant to Barracuda Networks, Inc. Terms and Conditions located at <https://www.barracuda.com/legal/customer-purchase-terms>. No preprinted or other terms on Customers PO shall apply

Monthly Proration Calculation:

- A portion of a month is calculated by $365 / 12$ or 30.4166667.
- The monthly price is then calculated by number of days in the month divided by $(365 / 12)$.
- Ex: 15 days divided by $(365/12) = 0.49315068$
- If the monthly price is \$100 and the co-term length is 15 days in the month the co-term price would be \$49.32.

Award-winning customer support

We're here to help—24/7/365.

Protect your Office 365 data

Get Essentials. Gain peace of mind.

Item # 18



City of Cartersville

City Council Meeting
1/16/2020 7:00:00 PM
Residential Meters

SubCategory:	Bid Award/Purchases
Department Name:	Gas
Department Summary Recommendation:	We have requested and received a bid for 200 residential gas meters. These meters are to replenish our stock. We recommend Equipment Controls at \$90.21 per meter for a total of \$18,042.00. They are our sole source provider for these meters.
City Manager's Remarks:	Your approval of the gas residential meter purchase is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

**City of Cartersville
Gas System**

Memo

To: Michael Hill
From: Deska Brown
Date: January 7, 2020
Re: Residential Meters

We have requested and received a bid for 200 residential gas meters. These meters are to replenish our stock. We recommend Equipment Controls at \$90.21 per meter for a total of \$18,042.00. They are our sole source provider for these meters.

Thank you,

Deska Brown

STOCK

December 12, 2019

MATERIAL BID PROPOSAL

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

APPROVED GAS DEPT		DEPT. HEAD <i>M. Hall</i>	SEE ATTACHED SHEET
ITEM NO.	SIZE	ITEM DESCRIPTION	AMOUNT
51s	3600	54 1513	18,042.00
1.	275.	Sensus Meter	200 Ea.
51s	3600	Cartersville # 308001	
SEND CHECK TO GAS DEPT Y N			
TOTAL			18,042.00

UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
\$ 90.21 Numerals Ninety Dollars + twenty-one cents Words (Unit Price Only)	\$ 18042.00 Numerals	See Below Calendar Days

TOTAL BID \$ 18,042.00
Numerals

- Delivery is stock - 10 weeks depending on availability @ time of order.
- Must reference EOCO Quote # S2005675 @ time of order

BID PROPOSAL SUBMITTED BY:

Equipment Controls Co.
Name of Supplier

Tiffany Lonsberry
Name of Preparer

1/7/2020
Date

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.



City of Cartersville

City Council Meeting
1/16/2020 7:00:00 PM
Monroe County, MS Taxes

SubCategory:	Other
Department Name:	Gas
Department Summary Recommendation:	The attached bill in the amount of \$8,872.22 is for our gas in storage in Monroe County. I recommend Council approval of this item.
City Manager's Remarks:	This is for taxes on our gas storage in Mississippi. This is a budgeted item. Your approval is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	N/A
Associated Information:	

**City of Cartersville
Gas System**

Memo

To: Michael Hill
From: Deska Brown
Date: January 7, 2020
Re: Monroe County Taxes

The attached bill in the amount of \$8,872.22 is for our gas in storage in Monroe County. I recommend council approval of this item.

Thank you,

Deska Brown



Please Remit To
MONROE COUNTY TAX COLLECTOR
 PO Box 684 • 301 S. Chestnut Street
 Aberdeen, MS 39730

2019 MONROE COUNTY PERSONAL PROPERTY TAX NOTICE

FORWARDING SERVICE REQUESTED

Taxes can be paid online at
www.deltacomputersystems.com

PPIN	3566
Total Due	\$8,872.22
DELINQUENT TAX YEARS	

ADDRESS CHANGE



8602



*****AUTO**MIXED AADC 373 4 115 634 1 MB 0.428
 CITY OF CARTERSVILLE
 SEGAS-CITY OF CARTERSVILLE
 PO BOX 819
 TRUSSVILLE AL 35173-0819

Card Number	Expiration Date	Check for <input type="checkbox"/> Debit or <input type="checkbox"/> Credit
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> <input type="checkbox"/>
Signature of Applicant or Licensee	Phone	

DETACH BOTTOM PORTION TO KEEP FOR YOUR RECORDS AND RETURN TOP PORTION WITH PAYMENT.

This is a *courtesy notice* of Ad Valorem taxes due. This tax notice is for Business Personal Property located in Monroe County, Mississippi. Taxes are due February 1st, delinquent at 1% per month after February 1st 2020. It is your responsibility to ensure payment of taxes. If you have questions, please notify the Tax Collector's office at 662.369.6484.

Delinquent taxes, for county and city, are due to the Monroe County Tax Collector (662.369.6484).

2019 PERSONAL PROPERTY TAX NOTICE

Parcel Number:	3566	County Tax:	\$4,771.86
PPIN:	3566	School Tax:	\$4,100.36
Total Value:	\$490,329	City Tax:	\$0.00
Assessed Value:	\$73,549	Net Advalorem:	\$8,872.22
Tax District:	4010		
		Total Tax Due:	\$8,872.22

Description:
 INVENTORIES 490329 73549

✓ Gas
 DEC 12 2019

Due on or before February 1, 2020

Please Note: Name Changes after January 1st, 2019 will reflect on next year's tax roll.
 We accept Cash, Check, Money Order, Master card, and Visa.
 Please do NOT staple or paper clip your payment. Please do NOT send cash through the mail.
 We do NOT take payments over the phone.

2019 MONROE COUNTY PERSONAL PROPERTY TAX NOTICE

PLEASE REMIT TO:

Monroe County Tax Collector
 PO Box 684 • 301 S. Chestnut Street • Aberdeen, MS 39730
 Office 662.369.6484 • Fax 662.369.3033

Item # 20



City of Cartersville

**City Council Meeting
1/16/2020 7:00:00 PM**

Request for Placement of Toni Morrison Memorial Bench

SubCategory:	Other
Department Name:	Downtown Development Authority
Department Summary Recommendation:	<p>A citizen working group has been given approval from the Toni Morrison Society to place a bench in downtown Cartersville as a memorial to Toni Morrison (Noble Prize winning author with family ties to Cartersville) and the African American diaspora. This is a competitive award and represents the 26th bench placed nationally by the organization, but the only bench with a personal connection to Toni Morrison. The working group is raising their own funds via sponsorship but would like to request assistance from the city via approval of the placement and assistance with the installation once the bench is obtained. It will be a 6' steel bench in the style of the existing benches downtown. Placement will be in Founders Oak plaza overlooking the train tracks. Staff recommends approval of this project.</p>
City Manager's Remarks:	Your approval of this project is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

The Official Website of
The **TONI MORRISON** *Society*


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[PHOTO GALLERY](#)

Bench By The Road Project

[History](#) | [Photos](#) | [Description](#) | [Application](#) | [Contacts](#)



Photo: Hilary Solan

The Bench by the Road Project is a memorial history and community outreach initiative of the Toni Morrison Society. The Project was launched on February 18, 2006, on the occasion of Toni Morrison's 75th Birthday. The name "Bench by the Road" is taken from Morrison's remarks in a 1989 interview with World Magazine where she spoke of the absences of historical markers that help remember the lives of Africans who were enslaved and of how her fifth novel, *Beloved*, served this symbolic role:

"There is no place you or I can go, to think about or not think about, to summon the presences of, or recollect the absences of slaves . . . There is no suitable memorial, or plaque, or wreath, or wall, or park, or skyscraper lobby. There's no 300-foot tower, there's no small bench by the road. There is not even a tree

Bench By the Road Project

[Bench Placements](#)

[Donate to Bench Project](#)

[Biennial Conference Series](#)

[Public Scholarly Panels and Symposia](#)

[The Toni Morrison Society Lecture Series](#)

[The Toni Morrison Society Book Prize](#)

[American Literature Association](#)

[Language Matters Teaching Initiative](#)

[Young Readers Circle](#)

[International Annotated Bibliography of Morrison Scholarship](#)

[Tribute to Louis Delgrès](#)

scored, an initial that I can visit or you can visit in Charleston or Savannah or New York or Providence or better still on the banks of the Mississippi. And because such a place doesn't exist . . . the book had to" (The World, 1989).

Because the Toni Morrison Society wanted to be a place where scholars and readers could, through their engagement with Morrison's novels, remember not only slavery but also many of the forgotten moments in African American history, the Society chose, when it was founded in 1993, "A Bench by the Road" as its motto. The Bench by the Road Project extends the Society's mission. While there have been several notable African American history and slavery museums built since 1989, as well as a number of outstanding state and federal initiatives honoring the stories of the African American past, the goal of the Bench by the Road Project is to address the lament that Toni Morrison expressed in her interview by placing Benches and plaques at sites commemorating significant moments, individuals, and locations within the history of the African Diaspora. Since 2006, the Toni Morrison Society has placed 20 Benches at sites, including Sullivan's Island, South Carolina; Walden Woods in Lincoln, Massachusetts; The 20th Arrondissement in Paris, France; Fort-de-France, Martinique; and, most recently, the Schomburg Center in Harlem, New York.

BENCH DESCRIPTION:

The Bench is a black steel memorial bench that measures 26 inches deep and either 72 (6ft) or 48 (4ft) inches long. The seat is made from ribbed steel, and the arms are 12 gauge 1-1/2" galvanized steel tubing. The bench can be mounted or moveable. The bench has a plastisol coated seat and powder coated frame in order to provide an excellent weather resistant finished. The bench has a bronze 6x9 inch naming plate mounted in the center of the back of the Bench. The plate will have the name of the site, the name of the sponsoring organization, and the date of the placement on the front of the plate. The Bench also comes with a bronze description plaque of approximately 12X18 inches. This plaque will be mounted in a cement foundation on the ground next to the bench and will include a general description of the Project and a more specific statement of not more than 35 words describing the Bench's significance.

COSTS

4ft Steel Bench in black includes the bronze naming and descriptions plaques, shipping, and delivery. The sponsoring organization should specify mounted or un-mounted design. Mounting of the bench and the placement of both description plaques is the responsibility of the sponsoring organization. 4ft Bench seats two. Total cost is \$3500.

6ft Steel Bench in black includes the bronze naming and description plaques, shipping, and delivery. The sponsoring organization can specify mounted or un-mounted design. Mounting of the bench and the placement of the naming and description plaques is the responsibility of the sponsoring organization. 6ft bench seats four. Total cost \$5,000.

SUBMIT YOUR BENCH BY THE ROAD APPLICATION TO:

Bench by the Road Project
 Toni Morrison Society
 P.O. Box 54346
 Atlanta, Georgia 30308

[Download Bench Application \(PDF\)](#)

FOR MORE INFORMATION:

By Phone: Carolyn Denard 404-408-7964

By E-mail: tonimorrisonociety@gmail.com



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