



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, April 20, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. April 6, 2023, Council Meeting Minutes

APPOINTMENTS

2. Appointments

SECOND READING OF ORDINANCES

3. Parks & Recreation Ordinance Updates

FIRST READING OF ORDINANCES

4. Amendment to Alcohol Ordinance

5. Alcohol Control Board – Attendance Ordinance

6. Planning Commission – Attendance Ordinance

7. Historic Preservation Commission – Attendance Ordinance

8. Board of Zoning Appeals – Attendance Ordinance

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

9. AZ23-01. 226 E. Felton Rd. Applicant: Christopher Huth

10. SU23-01. 401 & 403 N. Tennessee St. Applicant: Duncan Auto Sales, Inc.

CONTRACTS/AGREEMENTS

11. Subsurface Exploration and Geotechnical Engineering Evaluation

12. Right of Entry on Parcel #C064-0001-001

13. Actual Cost Agreement and Resolution

BID AWARD/PURCHASES

14. Truck Purchases

15. Replacement Air Compressor

16. Emergency Fire Truck Repair

17. Lift Station Pump Repair

CHANGE ORDER

18. WTP Electrical Upgrades Closeout

GRANT APPLICATION/ACCEPTANCE

19. Good Neighbor Homeless Shelter Grant Application

MONTHLY FINANCIAL STATEMENT

20. February 2023 Financial Report

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	April 6, 2023, Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from April 6, 2023, have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
195 Cassville Rd. - PSHQ
April 6, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Pro-Tem Calvin Cooley opened Work Session at 6:01 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Mayor Pro-Tem Cooley closed Work Session at 6:34 P.M.

OPENING MEETING

Mayor Pro-Tem Cooley called the Council Meeting to order at 7:00 P.M.

Invocation by Council Member Fox.

Pledge of Allegiance led by Council Member Roth.

The City Council met in Regular Session with Calvin Cooley, Mayor Pro-Tem presiding, and the following present: Kari Hodge, Council Member Ward One; Cary Roth, Council Member Ward Three; Gary Fox, Council Member Ward Five; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, Assistant City Attorney.

Absent: Mathew Santini, Mayor; Jayce Stepp, Council Member Ward Two; Taff Wren, Council Member Ward Six

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. March 16, 2023, Council Meeting Minutes

Council Member Fox made a motion to approve the March 16, 2023, Meeting Minutes. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 4-0

PROCLAMATIONS

2. Motorcycle Awareness Month

Mr. Cooley stated this proclamation is to promote safety and awareness for everyone on the highways and sharing the road with motorcycles and presented it to the Motorcycle Safety Commission.

DISCUSSION

3. Mission Road Sidewalk

Mr. Porta stated the following is a petition signed by City residents petitioning the City to install a sidewalk to connect the existing sidewalk at 260 W. Cherokee Ave or at 321 W. Cherokee Ave all the way to Burnt Hickory Road.

Mark Staples. 14 Twelve Oaks Dr came forward to present the petition for sidewalks. This sidewalk would allow access to the public library and even the downtown area.

Council Member Fox made a motion to add two items to the agenda. Those items were the Mission Road Sidewalk and MOU Opioid Litigation. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Council Member Fox made a motion to allow the City Manager to proceed with a feasibility study for the Mission Road Sidewalk. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

PUBLIC HEARING – 2ND READING OF ZONING/ANNEXATION REQUESTS

4. Z23-01. 405-B Old Mill Rd. Applicant: Berrey Properties Inc.

Randy Mannino, Planning and Development Director stated the applicant requests a change in zoning from G-C (General Commercial) to L-I (Light Industrial) for approximately .86 acres located at 405 B Old Mill Road in Land Lot 632 of the 4th District, 3rd Section. Tax ID No. C022-0004-027. The request is to allow the expansion of Steel Materials, Inc. located at 1120 West Ave. adjacent to and north of the subject property. Staff recommended approval of the existing condition to remain: A 15-foot utility easement is required along the S.W. property line to access the existing power line. The Planning Commission recommends approval 6-0.

Mayor Pro-Tem Cooley opened the public hearing. With no one else to come forward to speak for or against the application, the public hearing was closed.

Council Member Fox made a motion to approve Z23-01. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. 11-23

Petition No. Z23-01

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Berrey Properties, Inc. Property is located at 405-B Old Mill Rd. (Tax ID C002-0004-027). Said property contains 0.86 acres located in the 4th District, 3rd Section, Land Lot 632 as shown on the attached plat Exhibit "A". Property is hereby rezoned from G-C (General Commercial) to L-I (Light Industrial) with the following conditions:

- A 15-foot utility easement is required along the S.W. property line to access the existing power line.

Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 16th day of March 2023.

ADOPTED this the 6th day of April 2023. Second Reading.

Calvin Cooley
 /s/ Calvin Cooley
 Mayor Pro-Tem

ATTEST:

Julia Drake
 /s/ Julia Drake
 City Clerk



5. Z23-02. 8 Mimosa Terrace. Applicant: William Moore

Mr. Mannino stated the applicant requests a change in zoning from R-15 (Single Family Residential) to G-C (General Commercial) for approximately 0.5 acres located at 8 Mimosa Terrace in Land Lot 241 of the 4th District, 3rd Section. Tax ID No. C030-0007-007. The applicant proposes to open a hair salon studio on the property. Hair salons are not allowed in the R-15 zoning district. Various home occupations have been allowed previously. Staff does not oppose the rezoning if the following conditions are included with an approval:

1. A natural or planted landscape buffer remains in place along the adjacent residential use properties.
2. Hours of operation are limited to reasonable and customary hours.
3. All G-C uses except "Offices, General" and "Barber Shops and Beauty Salons" are

prohibited.

The Planning Commission recommended approval 6-0.

Mayor Pro-Tem Cooley opened the public hearing. With no one else to come forward to speak for or against the application, the public hearing was closed.

Council Member Fox made a motion to approve Z23-02. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

**Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 12-23
Petition No. Z23-02**

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by William Donald Moore. Property is located 8 Mimosa Terrace (Tax ID C030-0007-007). Said property contains 0.626 acres located in the 4th District, 3rd Section, Land Lot 241 as shown on the attached plat Exhibit "A". Property is hereby rezoned from R-15 (Single Family Residential) to G-C (General Commercial) with the following conditions:

- A natural or planted landscape buffer remain in place along the adjacent residential use properties.
- Hours of operation are limited to reasonable and customary hours.
- All G-C uses except "Offices, General" and "Barber Shops and Beauty Salons" are prohibited.

Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 16th day of March 2023.

ADOPTED this the 6th day of April 2023. Second Reading.

/s/ Calvin Cooley
Calvin Cooley
Mayor Pro-Tem

ATTEST:

/s/ Julia Drake
Julia Drake
City Clerk



SECOND READING OF ORDINANCES

6. Panhandling

Keith Lovell, Assistant City Attorney, stated the proposed amendment to the Panhandling Ordinance, if approved, will provide additional regulations on the practice of panhandling, and is recommended for your approval.

Council Member Fox made a motion to approve the Panhandling ordinance. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 4-0

ORDINANCE NO. 09-23

WHEREAS, the Staff of the City of Cartersville and the Mayor and City Council have reviewed and considered implementing an ordinance to regulate the practice of panhandling for the benefit of the citizens of Cartersville, Georgia and its visitors.

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 11. – MISCELLANEOUS PROVISIONS AND OFFENSES. ARTICLE III. – OFFENSES INVOLVING PUBLIC PEACE AND ORDER. DIVISION 1. GENERALLY. SECTIONS 11-103 – 11-115 RESERVED. are hereby amended by deleting said sections in their entirety and replacing them as follows:

1.

Sec. 11-103. – Panhandling

(a) Purpose. This ordinance regulates the time, place, and manner of solicitations and panhandling and shall not apply to anyone exercising their rights to constitutionally-protected activity.

(b) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

(1) *Solicit or Panhandle* shall mean to request an immediate donation of money or other thing of value from another person, regardless of the solicitor’s purpose or intended use of the money or other thing of value, including a request for employment, business, or contributions, or to request the sale of goods or services. This definition shall include all methods of solicitation including, but not limited to, spoken, written, or printed words, or by other means of communication including, but not limited to, bodily gestures.

(2) *Public Area* shall mean an area to which the public or a substantial group of persons has access, including, but not limited to, streets, highways, roadways (including shoulders and medians), bridges, the area above and below any bridge, sidewalks, alleys, parking lots and decks, plazas, parks, public greenspace areas, playgrounds, schools, transportation facilities, within a public-transportation vehicle, an area owned in whole or in part by, operated by, for, or under the custody and control of the City of Cartersville, Georgia, and other public property, including city-owned property and any other property where public gatherings occur on a regular basis, and any other property where public meetings are conducted.

(3) *Outdoor Dining Area* shall mean an outdoor dining area of a restaurant or other establishment serving food or drink for immediate consumption.

(4) *Aggressive Panhandling* shall mean *Panhandling*, as defined in this section, in any one or more of the following manners in a public area or on private property without having first obtained the permission of the owner or other person legally in possession of the property:

- a. Intentionally or recklessly making any physical contact with another person or vehicle in the course of soliciting without that person's express consent;
- b. Continuing to solicit from a person after that person has given a negative response to an initial solicitation;
- c. Approaching, speaking to, or following the person being solicited, if that manner of conduct is intended to, or is reasonably likely to cause a reasonable person to fear imminent bodily harm to that person or others in the area or the commission of a criminal act upon property in the person's possession, or is intended to, or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- d. Intentionally or recklessly blocking the safe or free passage of the person being solicited, or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation;
- e. Intentionally or recklessly using violent, threatening, obscene, or abusive language or gestures that is intended to, or is reasonably likely to cause a reasonable person to fear imminent bodily harm to that person or others in the area or the commission of a criminal act upon property in the person's possession, or is intended to, or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- f. Soliciting a person who is located in an outdoor dining area;
- g. Soliciting while part of a group of two or more persons who are engaging, either actively or passively, in the solicitation; and
- h. Soliciting a person at night.

(5) *At Night* shall mean the time period between 30 minutes after sunset to 30 minutes before sunrise.

(c) Prohibited Acts. It shall be unlawful for any person within the corporate limits of the city to commit any of the following acts.

- (1) No person shall engage in aggressive panhandling within the corporate limits of the city.
- (2) No person shall solicit or panhandle on private property without first having obtained the permission of the owner or other person legally in possession of the property;
- (3) No person shall solicit or panhandle on private property if the owner or other person legally in possession of the property has notified the person, by signage or otherwise, that they are not allowed to solicit on the property.
- (4) No person shall solicit or panhandle within 30 feet of any automated teller machine or any bank, financial institution, or check-cashing facility.
- (5) No person shall solicit or panhandle while under the influence of alcohol or a controlled substance, as defined by Georgia or federal law.
- (6) No person shall solicit or panhandle within ten feet of the entrance or exit of a building.
- (7) No person shall solicit or panhandle within 30 feet of an outdoor dining area.
- (8) No person shall solicit an operator or passenger of a motor vehicle while such person is operating or occupying a motor vehicle; provided, however, that this section shall not apply to services rendered in connection with the provision of emergency repairs requested by the operator or passengers of such vehicle.

Sec. 11-104 – 11-115. – Reserved.

2.

That all ordinances, or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

3.


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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: March 16, 2023
SECOND READING: April 6, 2023

Calvin Cooley
CALVIN COOLEY, MAYOR PRO-TEM

ATTEST: *Julia Drake*
JULIA DRAKE, CITY CLERK



FIRST READING OF ORDINANCES

7. Parks and Recreation Ordinance Updates

Mr. Lovell stated several sections of the Parks & Recreation Ordinance Sections 15-4, 15-5 and 15-6 have been updated. The amendments to this ordinance include no flying drones, paragliders, or metal detection in city parks. The changes are necessary to protect citizens that are using our parks and to not allow individuals to search our parks for Indian artifacts.

This is a first reading and will be voted on at the next scheduled City Council Meeting on Thursday, April 20, 2023.

APPOINTMENTS

8. Steve Roberts

Mr. Porta suggested appointing Steve Roberts as the new Parks and Recreation Director. His start date would be April 17th.

Council Member Fox made a motion to approve Steve Roberts. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Steve Roberts came forward to thank the Mayor Pro-Tem, Council Members, and Dan Porta for the opportunity to serve an amazing community.

9. DDA Board Member

Lillie Read, Downtown Development Authority Director, stated The DDA Board would like to recommend the following candidate for appointment to the board beginning in April. Carrie Barnes will be replacing Justin Owen and her term will end February 18, 2027.

Council Member Roth made a motion to approve the DDA Board Member. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 4-0

RESOLUTIONS

10. Creation of Festival Zones

Ms. Read stated this request was for the creation of upcoming festival zones. The festival zones being requested were as follows:

- April 22 - BBQ and Brews
- April 27 - Chamber Cookout
- October 15 – Ham Jam (Cartersville Bicycle Service and Supply)

Furthermore, it was requested to add October 21, 2023, BBQ and Brew event.

Council Member Fox made a motion to approve the Creation of Festival Zones as amended. Council Member Hodge seconded the motion. The motion carried unanimously. Vote: 4-0

Resolution No. ⁰⁹⁻²³~~10-23~~

of the

City of Cartersville, Georgia

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

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

- April 22 - BBQ and Brews
- April 27 - Chamber Cookout
- October 15 – Ham Jam (Cartersville Bicycle Service and Supply)
- October 21 – BBQ and Brews

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

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

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

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

ADOPTED this the 6th day of April 2023.

Calvin Cooley
Calvin Cooley
Mayor Pro-Tem

ATTEST:
Julia Drake
Julia Drake
City Clerk



OTHER

11. Downtown 10-Year Plan Funding Request

Ms. Read stated the DDA is requesting a \$15,000 contribution towards the funding of a 10-year plan. This is part of a funding application to the Appalachian Regional Commission which will provide a 50% match towards the total project cost of \$95,000. If approved, the ARC will contribute \$47,500 towards the project, to be matched by a community contribution of \$47,500. Bartow County has committed to a \$15,000 contribution, DDA is requesting \$15,000 from the City of Cartersville and they will cover the additional \$17,500.

Council Member Hodge made a motion to approve the Downtown 10-Year Plan Funding Request. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 4-0

12. Deed of Dedication

Mr. Lovell stated this Deed of Dedication is for the Taco Bell which will be located at 898 Joe Frank Harris Parkway and includes the two areas listed on the plats.

Council Member Roth made a motion to approve the Deed of Dedication. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

CONTRACTS/AGREEMENTS

13. 115 Woodland Drive

Mr. Porta stated this was an acceptance of the 115 Woodland Drive contract for sale as a part of a Public Works ARPA Project.

Council Member Hodge made a motion to approve 115 Woodland Drive contract. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 4-0

14. GMA Customer Service Training

Mr. Porta stated the Georgia Municipal Association (GMA) will provide customer service training to all City employees and recommended approval of this agreement with GMA.

Council Member Roth made a motion to approve the GMA Customer Service Training. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 4-0

15. 1st Amendment to Jackson Farms Development Agreement

Mr. Porta stated the developer of Jackson Farm Subdivision requests an additional six months to complete the road topping work that is part of the original Development Agreement. After discussing this internally with staff, we do not have any concerns with extending the terms of the agreement and recommend approval of the First Amendment to Development Agreement.

Council Member Roth made a motion to approve the 1st Amendment to Jackson Farms Development Agreement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

RESOLUTIONS

16. Deannexation of Water Department Tracts

Mr. Lovell stated this resolution will authorize and approve the deannexation of the Water Department properties from Emerson.

Council Member Fox made a motion to approve the Deannexation of Water Department Tracts. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 4-0

RESOLUTION 10-23

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE AUTHORIZING THE DEANNEXATION OF PROPERTY OWNED BY THE CITY OF CARTERSVILLE FROM THE CITY OF EMERSON; AND AUTHORIZING THE ANNEXATION OF SAID PROPERTIES INTO THE CITY LIMITS OF THE CITY OF CARTERSVILLE

WHEREAS, the City of Cartersville owns seven properties currently being identified and designated by the Bartow County Tax Assessor’s Office as the following Bartow County Tax Parcels:

- E009-0005-001 – containing approximately 11.1 acres off of Allatoona Dam Road;
- E009-0005-003 – containing of approximately 1.23 acres off of Allatoona Dam Road;
- E009-0003-007 – containing of approximately 2.0 acres off Allatoona Dam Road;
- E009-0003-004 – containing of approximately 0.33 acres off of Allatoona Dam Road;
- 0093-0545-002 - containing approximately 6.85 acres at 237 Allatoona Dam Road;
- 0093-0545-001 – containing approximately 137.88 acres at 480 Joe Frank Harris Parkway;
- 0093-0608-005 – containing approximately 1.18 acres off of Old Allatoona Dam Road; and

WHEREAS, the City of Cartersville has existing facilities or plans to have facilities on these properties; and

WHEREAS, when practicable, the City of Cartersville desires that the properties it owns be in the City limits of the City of Cartersville, so that its facilities are built to the City of Cartersville’s specifications and in order to provide emergency services to said properties, including police and fire; and

WHEREAS, the Mayor and City Council hereby direct the City Attorney’s Office to file the necessary paperwork and take the necessary steps to deannex the tracts in Emerson, and then annex all tracts into the City of Cartersville, including but not limited to requesting a resolution approving the deannexation from Emerson, and a request to Bartow County to approve a resolution of non-objection to the deannexation from Emerson, and then annexation into the City of Cartersville.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, THAT THE CITY ATTORNEY'S OFFICE AND MAYOR AND CITY CLERK ARE HEREBY AUTHORIZED TO TAKE THE NECESSARY STEPS TO DO THE FOLLOWING:

1. File a Request for a Resolution of non-objection to Bartow County, for the deannexation of the following properties from the City of Emerson:
 - a. E009-0005-001 – containing approximately 11.1 acres off of Allatoona Dam Road;
 - b. E009-0005-003 – containing of approximately 1.23 acres off of Allatoona Dam Road;
 - c. E009-0003-007 – containing of approximately 2.0 acres off of Allatoona Dam Road; and
 - d. E009-0003-004 – containing of approximately 0.33 acres off of Allatoona Dam Road.

2. If the above is approved, to file a deannexation request from the City of Emerson for the following properties:
 - a. E009-0005-001 – containing approximately 11.1 acres off of Allatoona Dam Road;
 - b. E009-0005-003 – containing of approximately 1.23 acres off of Allatoona Dam Road;
 - c. E009-0003-007 – containing of approximately 2.0 acres off of Allatoona Dam Road; and
 - d. E009-0003-004 – containing of approximately 0.33 acres off of Allatoona Dam Road.


And to authorize the City of Cartersville, Mayor Pro Tem, to sign the deannexation applications.

3. If the deannexation is approved, to file for annexation into the City of Cartersville for the following properties:
 - a. E009-0005-001 – containing approximately 11.1 acres off of Allatoona Dam Road;
 - b. E009-0005-003 – containing of approximately 1.23 acres off of Allatoona Dam Road;
 - c. E009-0003-007 – containing of approximately 2.0 acres off of Allatoona Dam Road;
 - d. E009-0003-004 – containing of approximately 0.33 acres off of Allatoona Dam Road;
 - e. 0093-0545-002 - containing approximately 6.85 acres at 237 Allatoona Dam Road;


- f. 0093-0545-001 – containing approximately 137.88 acres at 480 Joe Frank Harris Parkway;
- g. 0093-0608-005 – containing approximately 1.18 acres off of Old Allatoona Dam Road; and

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 6th day of April, 2023.

ATTEST:

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



/s/ 
 Calvin Cooley, Mayor Pro Tem
 City of Cartersville, Georgia

BID AWARD/PURCHASES

17. West Avenue Sewer Replacement

Brent Beck, Water Department Project Manager, stated a section of sanitary sewer in West Avenue between Erwin Street and the railroad, consisting of approximately 142 feet of 8-inch clay pipe is in poor condition and is a source of stormwater inflow to the sanitary sewer.

The Water Department solicited bids from contractors to replace this section of sewer and four bids were received and opened. It was recommended to award this work to the low bidder, C.H. Kirkpatrick & Sons for their bid of \$131,872.42.

This is not a budgeted expense, but funds are available from sewer revenue, which will be paid through account #505.3320.52.2341.

Council Member Fox made a motion to approve the West Avenue Sewer Replacement. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 4-0

18. Road Tractor & Dump Trailer

Mr. Beck stated the oldest of the two-day cab tractor-trailers used by the Water Pollution Control Plant to transport biosolids to land application sites is a 1998 Kenworth and 1998 East dump trailer. Both the tractor and trailer need to be replaced, as maintenance has become more frequent and expensive for each.

The Water Department and Garage solicited and received two bids for replacement vehicles. It was recommended to approve of the best bid from Peterbilt of Atlanta for the 2024 Peterbilt 567-day cab tractor and MAC 28-foot dump trailer for a total price of \$242,150.00. This is the best bid as it meets or exceeds all bid specifications, and the tractor delivery time is 26-30 weeks versus 55 weeks for Nextran. The tractor is the most pressing need for this purchase. The MAC trailer delivery lead time is longer than the East trailer but is \$21,214 less than the East trailer from this vendor.

The purchase price will be added to the FY23-24 budget since delivery will not occur until approximately September 2024. Expenses will be charged to account 505.3330.54.2200.

Council Member Roth made a motion to approve the Road Tractor & Dump Trailer purchase. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 4-0

19. Fiber Optic Conduit

Steven Grier, Fiber Com Director, stated this item is the purchase of 15,000 feet of 1 1/4" conduit for stock. This is a budgeted item but will be funded by the 2020 SPLOST. The total amount is \$10,800.00 from Utilicom Supply Associates and was recommended for approval.

Council Member Roth made a motion to approve Fiber Optic Conduit. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 4-0

20. Fire Fighter Uniforms

Scott Carter, Fire Chief, stated he respectfully requested approval to purchase uniforms for FY 22/23. This is being done with a single source provider since this vendor has all Cartersville patches, specifications and required embroidery in stock. There are no local vendors who can supply this specialized order. The vendor is T & T Uniforms of Smyrna. The total of the 4 invoices will be \$31,362.40. This is a budgeted purchase.

Council Member Roth made a motion to approve Fire Fighter Uniform purchase. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 4-0

21. Station 2 Gate Motor Replacement

Mr. Carter stated that he respectfully requested to replace the existing 2002 motor and swing gate operators at Station 2 as they cannot be repaired. A quoted price of \$7,850.00 from Auto Gate Solutions to remove the existing gate operators and replace them with two new ones was received. The new gate operators will have a 5-year manufacturer's warranty on parts and a 1-year warranty of labor and workmanship. This will be paid from regular budget maintenance funds.

Council Member Roth made a motion to approve the Station 2 Gate Motor Replacement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

22. Bucket Truck Replacement

Derek Hampton, Electric Department Director, stated the Electric Department is requesting authorization to purchase a replacement for Truck #516, which is a 2003 Model, 55' reach Bucket Truck. Approval was recommended to purchase a replacement 60' Bucket truck on a Freightliner chassis from Altec for a cost not to exceed \$335,000, with approximately 1/3 of the cost of the truck to be saved annually in reserves, then paid upon the delivery date in 2026. This has been/will be accounted for in the existing and future budgets.

Council Member Roth made a motion to approve the Bucket Truck Replacement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

23. Tourism Product Development Funds for CVB Marketing

Mr. Porta stated he requested the expenditure of \$20,000 in Tourism Product Development funds to partner with the Convention and Visitors Bureau (CVB), Bartow County and LakePoint for an interactive community corner inside the Champions Center. The purpose of this is to provide information to LakePoint visitors about things to do, restaurants and places to stay in Cartersville and Bartow County. This is not a budgeted expense.

Council Member Fox made a motion to approve Tourism Product Development Funds for CVB Marketing. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

ADDED ITEM

24. MOU for Opioid Litigation

Mr. Lovell presented a Memorandum of Understanding with the State of Georgia in regard to the Opioid Litigation and recommended approval.

Council Member Hodge made a motion to approve the MOU for Opioid Litigation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

RESOLUTION 11-23

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING THE STATE OF GEORGIA AND LOCAL GOVERNMENTS MOU CONCERNING NATIONAL SETTLEMENTS (OPIATE LITIGATION) AND AUTHORIZING SIGNING OF THE ACKNOWLEDGMENT TO THE MOU

WHEREAS, the City of Cartersville is a participant in the National Prescription Opiate Litigation; and

WHEREAS, the City of Cartersville has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co.; and

WHEREAS, this MOU is required as a part of the settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co.

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

That the Mayor and City Council of the City of Cartersville, approve the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co. and hereby authorize the Mayor and City Clerk to execute Exhibit 1 - Acknowledgment and Agreement to be Bound by Memorandum of Understanding.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 6th day of April, 2023.

ATTEST:

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



/s/ Calvin Cooley
Calvin Cooley, Mayor Pro Tem
City of Cartersville, Georgia

ADJOURNMENT

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

Meeting Adjourned at 7:35 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Development Authority of Cartersville
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Appointments
DEPARTMENT SUMMARY RECOMMENDATION:	If approved by Council, two members of the Development Authority, Beth Tilley and Mike Fields, would like to continue serving. Their new terms would expire on May 11, 2027.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Parks & Recreation Ordinance Updates
DEPARTMENT SUMMARY RECOMMENDATION:	Several sections of the Parks & Recreation Ordinance Sections 15-4, 15-5 and 15-6 have been updated.
LEGAL:	N/A

Ordinance No. _____

IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF CARTERSVILLE, GEORGIA THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 15 – PARKS AND RECREATION. ARTICLE I. – IN GENERAL., SEC. 15-4. HOURS OF USE OF PUBLIC PARKS IS HEREBY AMENDED BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING AS LISTED BELOW; SEC. 15-5. PLAYING OR PRACTICING GOLF OR DRIVING GOLF BALLS IS HEREBY AMENDED BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING AS LISTED BELOW; AND SEC. 15-6. THROWING MISSILES IS HEREBY AMENDED BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING AS LISTED BELOW:

1.

Sec. 15-4. Hours for public parking.

- (a) It shall be unlawful for any person to be or to park any vehicle in any public park of the city or upon any roadway or parking lot in any public park between the hours of 12:00 a.m. and 5:00 a.m. daily without permission from the parks and recreation department.
- (b) Subsection (a) shall not apply to thoroughfares that are part of the system of streets and highways of the city.

2.

Sec. 15-5. - Additional Rules and regulations for parks owned and operated by city.

(a) *Adopted.* There shall be a set of rules and regulations developed to set standards of conduct in the parks and recreational facilities owned or operated by the City of Cartersville. These rules shall be designed to assure the safety and enjoyment of park participants in addition to all other rules and ordinances adopted by the City of Cartersville.

- (1) No person shall serve, consume, or transport in open containers any alcoholic beverage within a city park or recreation facility except in designated event venues during city sponsored festivals. For purposes of this section, the department of parks and recreation shall define "event venue" for each such event.
- (2) It shall be unlawful for any person to use tobacco products within a city park. Examples of tobacco products include, but are not limited to, cigarettes, e-cigarettes, cigars, chewing tobacco, snuff, pipes, etc.
- (3) The use of bicycles on sidewalks and trails is prohibited within city parks, except as follows:
 - a. Bicycles, including class 1 and 2 electric bicycles, may be used at a maximum speed of 15 miles per hour on the Etowah River Walk, Pine Mountain Recreation Area, and Pettit Creek Trail marked roads, driveways, or parking areas.

- b. Children under the age of six may use bikes with training wheels on park trails, when accompanied by an adult.
- (4) The use of skateboards is prohibited in city parks except in areas expressly designated for the use of skateboards.
- a. Designated areas will be posted with proper signage.
- (5) Park hours are set according to park categories and are posted at each park. Park categories and a listing of all park hours can be found on the City of Cartersville's website. Park categories and their normal respective park hours are also provided below:
- a. Active parks: 6:00 a.m. to 11:00 p.m., during Spring, Summer, and Fall, and 6:00 a.m. to 10:00 p.m. during Winter; or as may otherwise be posted or changed by the Parks and Recreation Director.
 - b. Etowah River Walk, Pine Mountain Recreation Area, Pettit Creek Trail, Dellinger Park Vita Course, and Cartersville Sports Complex Walking Trail: Dawn to dusk.
 - c. Neighborhood parks: Dawn to dusk.
 - d. Downtown parks: Dawn to midnight.
- (6) Littering, vandalism, and the damage or removal of city property is prohibited.
- (7) All pets must be on-leash and under physical control at all times, except at designated off-leash areas. Additionally, park guests must adhere to the following:
- a. No pets or animals are allowed on athletic fields;
 - b. Animals are prohibited inside buildings, in city swimming areas, the areas inside fencing around pools, and in concession and restroom facilities at swimming pools;
 - c. This section does not prohibit persons with disabilities from bringing service animals as defined under the Americans with Disabilities Act (ADA) into any such areas or into any city park or area owned or operated by the city for recreational purposes;
 - d. Any person owning, keeping, possessing or harboring any dog or cat shall promptly remove and dispose of all feces left by the dog or cat on any public parks, and recreation facilities, except in forest areas, not including trails and improved property; and
 - e. Any person, firm or corporation violating any provision of this article shall be fined not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) for each offense.

- (8) All organized programs and activities must be approved by the city.
 - a. Organized assemblies or groups of 25 or more persons are prohibited, unless approved by prior issuance of a permit by the Parks and Recreation Director.
 - b. When using an athletic field, a group of ten or more persons and private instruction require prior issuance of a permit by the Parks and Recreation Director.

- (9) It shall be unlawful for any person to build or maintain a fire in any park, except in city-provided pavilion grills.

- (10) The following are prohibited, except by permit issued by the city:
 - a. Hunting;
 - b. Camping, urban camping, and/or tents;
 - c. Open fires, fireworks, and/or explosives;
 - d. Golfing, including practice driving, chipping, and putting;
 - e. Archery;
 - f. Soliciting, vending, peddling, or selling;
 - g. Cutting of trees, shrubs, or other plantings;
 - h. Removal or attachments of any kind to trees, plants, or structures;
 - i. Public address systems, loudspeakers, or amplifying devices, except City owned;
 - j. Overnight parking;
 - k. ***Drones***, unmanned aerial vehicles, rockets, or model aircraft;
 - l. ***Paramotors, and paragliders***, whether powered or non-powered;
 - m. Inflatables;
 - n. Petting zoos;
 - o. Metal detecting;
 - p. Construction of any structure (temporary or permanent); or
 - q. Throwing bottles, cans, stones, sticks or other missiles.

- (11) Disorderly conduct is not permitted in any city park or any other area owned or operated by the city for recreation purposes. For purposes of this section, disorderly conduct includes any conduct or behavior tending to a breach of the public peace, such as, but not limited to:
 - a. Engaging in fighting or threatening, violent or tumultuous behavior;
 - b. Jostling or roughly crowding persons unnecessarily;
 - c. Creating a hazardous condition by any act which serves no legitimate purpose;
 - d. Causing or risking public inconvenience, annoyance or alarm; or
 - e. Making an obscene communication or display.

- (b) *City of Cartersville Trail System and designated parks.* For all purposes of this section, the City of Cartersville Trail System including, but not limited to: Etowah River Walk, Pine Mountain Recreation Area, Pettit Creek Trail, Dellinger Park Vita Course, and Cartersville Sports Complex Walking Trail shall be deemed as a park.

(c) *Enforcement.*

- (1) All city law enforcement officers, city officials, and other city officers are authorized, empowered, and directed to enforce compliance with this section.
- (2) Nothing in this section shall prevent the enforcement of city ordinances and regulations or state statutes or codes in any park or recreation facility owned or operated by the city.
- (3) Any person who violates any provision of this article shall be guilty of a misdemeanor and, upon conviction, shall be fined according to the penalties described in section 1-6, or sentenced to community service pursuant to Sec. 1-6.

(d) *Public notification.*

- (1) The Parks and Recreation Director shall reproduce the rules in a format suitable for public distribution. Such copies of the park rules and regulations shall be available to the public at all city recreation buildings and other city locations, as deemed necessary by the Parks and Recreation Director.
- (2) The Public Works Director shall have the rules and regulations reproduced on all-weather signs and shall post the signs in the city's parks. Locations of such signs shall be determined by the Parks and Recreation Director and shall be placed in plain public view.

3.

Sec. 15-6. – Reserved.

4.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____

JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	First Read of Ordinances
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	Amendment to Alcohol Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	The DDA Board is proposing a change to section 4-1 (Definitions) and section 4-59 (Pouring Licenses Limited to Certain Establishments) of the Alcohol Ordinance with the goal of providing JZ's Taste of Georgia with a path for keeping their current business open. Staff recommends approval.
LEGAL:	Reviewed by Archer & Lovell

Sec. 4-1. Definitions.

The definitions in O.C.G.A. tit. 3 apply to this article. In addition, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

Alcohol control board means the board appointed by the mayor and city council to conduct hearings on the issuance, transfer, denial, fining, suspending, revoking or placing on probation; and to administer licenses, owners and licenses regarding the sale of alcoholic beverages within the city limits if a violation of the City of Cartersville Code of Ordinances has occurred or state law and to have all other powers conformed upon them by the mayor and city council.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine.

Distilled spirits means all beverages containing alcohol, obtained by distillation or containing more than twenty-one (21) percent alcohol by volume, including fortified wines.

Distillery means a facility that manufactures distilled spirits.

Downtown entertainment zone means and includes the following area as delineated on the map entitled "Downtown Entertainment Zone" incorporated herein below:

Downtown Entertainment Zone



Fortified wine means any alcoholic beverage containing more than twenty-one (21) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. "Fortified wine" includes, but is not limited to, brandy.

Growler means a glass or ceramic bottle not to exceed sixty-four (64) ounces that is filled by a licensee or employee of a package outlet with beer from a keg. This includes supermarkets which may also have a pouring license.

Hotel or motel means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, and whether conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel or motel operation:

- (1) Which maintains fifty (50) or more rooms used for the sleeping accommodations of such guests;
- (2) Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required therein;
- (3) Which operates one (1) or more public dining rooms (excluding banquet rooms) with a combined seating capacity of at least fifty (50), where meals are regularly served to guests; provided, that, consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of the public dining rooms;
- (4) Which employs sufficient personnel to serve food as required herein; and
- (5) Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his/her designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his/her designee, and determine if the annual sales meet the required ratio and make the appropriate recommendations to the alcohol control board. Hotels shall have the privilege of granting franchises for the operation of a lounge, restaurant in their premises and the holder of such franchise shall be included in the definition of hotel.
- (6) All restaurants must include a kitchen built to commercial kitchen standards which include at a minimum:
 - a. A three-compartment sink with drainboards is required for all restaurants. The size of the sink compartments is determined by your type of operation. You must be able to immerse your largest piece of equipment or utensils to be washed in each compartment. Sink compartments in most establishments may not be smaller than fifteen (15) inches by eighteen (18) inches.
 - b. A hand sink is required in all food preparation and toilet rooms.
 - c. If your operation requires washing of vegetables and meats, or, thawing food under water, a food preparation sink will be required. This sink must have an indirect sewer connection.
 - d. A mop sink or wash area is required for all restaurants.
 - e. Adequate refrigeration must be provided.
 - f. Adequate and approved work surface must be provided.
 - g. All rooms shall have sufficient mechanical ventilation to remove excessive heat, steam, condensation, vapors, obnoxious odors, smoke and fumes. Hoods and ventilation equipment must be approved by the building officials and the fire department in addition to the health department.
 - h. A commercial stove, oven, grill and/or range.

Licensee for the sale of distilled spirits by the drink on the premises means any person duly licensed to sell by the drink and for consumption only on the premises.

Lounge means a separate room connected with or a part of and adjacent to a restaurant or located in a hotel, provided that, in no event shall the seating capacity of the lounge exceed that of its connected restaurant.

Manufacturer means any maker, brewer, producer, distillery, vintner, rectifier, blender, or bottler of distilled spirits or malt beverages and wine, microbrewers, or any other alcoholic beverage.

Microbrewery means an establishment in which not more than fifteen thousand (15,000) barrels of beer or malt beverages are manufactured or brewed on the licensed premises in a calendar year and in which such manufactured or brewed beer or malt beverages may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.1. As used in this definition, the term "barrel" shall be defined as set forth in O.C.G.A. § 3-5-1.

Nonprofit facilities mean facilities owned or operated by a 501(c)3 organization which includes at least a sixty thousand (60,000) square foot museum and at least two (2) other nonprofit facilities which must be either a museum, educational facility, and/or theater.

Nonprofit licensee means any 501(c)3 nonprofit corporation pursuant to the Internal Revenue Service which operates or owns at least one (1) museum of at least sixty thousand (60,000) square feet and at least two (2) other nonprofit facilities as defined herein to which a pouring license for the sale of malt beverages and wine and/or distilled spirits is issued.

Package means distilled spirits, wine or malt beverages sold, offered or stored, including but not limited to, kegs, bottles, growlers, can, or other original consumer container for sale at retail in sealed containers, not for opening or consumption upon the premises of the package outlet.

Package outlet means a store for the retail sale of either package wine or package malt beverages, distilled spirits or both, depending upon the license held, consumption on the premises not being permitted.

Package wine outlet means a store exclusively for the retail sale of package wine and no other alcoholic beverages. Said store shall be allowed to sell specialty items, including food (for example breads and cheeses). For the purpose of fees, said store shall pay the same licensing requirements as retail wine package stores and for all other requirements of the chapter unless otherwise specified. However, food sales can be no more than thirty (30) percent of their total gross revenue sales. Additionally, a package wine outlet shall be allowed to repackage or bottle wine for sale and shall be allowed to serve samples in eight-ounce containers to patrons. Additionally, said establishment shall submit a report on its sales and samples served on the forms prescribed by the alcohol control board.

Pour means to sell alcoholic beverages for beverages purposes, to sell alcoholic beverages for consumption on the premises, and to sell alcoholic beverages by the drink or malt beverage and wine or both.

Pouring license means the authorization by the alcohol control board to engage in the sale for consumption on the premises of distilled spirits. Or sell by the drink means sell for beverage purposes for consumption on the premises.

Pouring outlet means any place where distilled spirits, wine and/or malt beverages (unless specifically modified) are poured or proposed to be poured. In the case of liquor and wine, "pouring outlet" means only a restaurant, hotel, private club or lounge.

Premises means the definite, closed-in or partitioned-in locality (whether room or building), sidewalk and right-of-way cafe, wherein pouring takes place, except as to hotels, where premises shall include guest rooms (if a state license is obtained), conference and/or banquet rooms within the hotel property.

Private club means a corporation organized and existing under the laws of the state, a private membership country club, or a fraternal or veterans organization having bylaws and a part of a national organization in

existence at least ten (10) years, actively in operation within the city at least one (1) year immediately prior to the application for a license under this article, having at least one hundred (100) members regularly paying monthly, quarterly, semiannual or annual dues, organized and operated exclusively for fraternal brotherhood, pleasure, recreation and other non-profitable purposes, no part of the net earnings of which inures to the benefit of any stockholder or member; and owning, hiring or leasing a building or space therein for the reasonable use of its members with suitable kitchen and dining room space and equipment and maintaining and using a sufficient number of personnel and employees for cooking, preparing and serving meals for its members and guests; provided, that no member or officer, agent or employee of the club is paid, or directly or indirectly receives, in the form of salary or other compensation, any profits from the sale of distilled spirits to the club or its members or guests beyond the amount of such salary as may be fixed by its members at any annual meeting or by its governing board out of the general revenue of the club.

Restaurant means any public place kept, used, maintained, advertised and held out to the public as a place where meals are actually and regularly served, without sleeping accommodations:

- (1) Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required in this article;
- (2) Which provides a regular seating capacity for at least fifty (50) persons; provided, that consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of its connected restaurant;
- (3) Which employs sufficient personnel to serve food as required herein;
- (4) Which serves at least one (1) meal per day at least five (5) days per week (with the exception of holidays, vacations, and period of redecorating) and said meal must be served from 11:30 a.m. to 1:30 p.m. or 7:00 p.m. to 9:00 p.m. every day the establishment is open and hours of operation must be posted on the front door of the premises.
- (5) Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

Retail cigar shop means a commercial establishment which has on-premises consumption and the sale of tobacco and related products as regulated and defined by section 4-59(3).

Retail dealer means any person who sells distilled spirits or beer or wine in unbroken packages at retail only to consumers and not for resale.

Retail outfitter means a retail outdoor clothing and recreation equipment store that provides fishing and/or hunting guide services away from the store location. Beer, malt beverage and wine pouring are allowed in the designated areas, as established by the retail outfitter.

Retail package store means a place of business licensed to sell and distribute distilled spirits for retail or a business having primarily sales of package beer and/or wine. Within the Downtown Business District, as defined by the zoning ordinance, wine and craft beer tasting rooms shall not be permitted to function as retail package stores and may not adopt the sale of package beer and/or wine as their primary use.

Sunday sales license means pouring license or license to sell by the drink malt beverage and wine and/or distilled spirits on Sundays.

Supermarket means a retail market which:

- (1) Maintains an inventory of saleable grocery products including, but not limited to: meat, dairy, vegetable, fruit, dry goods and beverages;
- (2) Has an interior floor space and storage areas of at least one hundred thousand (100,000) square feet of which more than fifty (50) percent of such interior floor area is devoted to the display for sale of food products;
- (3) Sells prepared food;
- (4) Has a full service kitchen; and
- (5) Meets all applicable building, fire and safety codes in effect for the city.

Malt beverage and wine, package, pouring and sampling are allowed in the designated areas, as established for the supermarket.

Wholesaler means any person who sells distilled spirits to other wholesale dealers or retail dealers.

Wine means any alcoholic beverage containing no more than twenty-one (21) percent alcohol by volume, which is made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, etc. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at the point in the manufacturing process when it conforms to this definition.

Wine and craft beer specialty shop means a retail establishment that provides malt beverages and wine for on-premises consumption and off-premises consumption as regulated and defined by section [4-59(a)(7)].

Wine and craft beer tasting room means a retail establishment that provides malt beverages and wine for the primary purpose of on-premises consumption, in order to sample winery and brewery products, but which also allows off-premises consumption as regulated and defined by section [4-59(a)(8)]

(Ord. No. 81-05, § 1, 10-6-05; Ord. No. 58-06, § 1, 8-3-06; Ord. No. 18-07, § 1, 5-3-07; Ord. No. 51-08, § 1, 12-4-08; Ord. No. 05-10, § 1, 2-4-10; Ord. No. 08-10, § 1(I—V), 3-18-10; Ord. No. 23-11, § 1, 12-1-11; Ord. No. 24-11, §§ 2, 3, 12-1-11; Ord. No. 11-14, § 1, 5-1-14; Ord. No. 28-16, § 1, 8-4-16; Ord. No. 14-17, § 1, 5-18-17; Ord. No. 28-17, §§ 1, 2, 9-7-17; Ord. No. 37-18, § 1, 12-6-18; Ord. No. 12-19, § 1, 4-4-19; Ord. No. 20-19, § 1, 6-6-19; Ord. No. 01-21, § 1, 1-7-21)

Sec. 4-59. Pouring licenses limited to certain establishments.

- (a) No application for a pouring license shall be considered from, and no license shall be granted to an applicant whose premises for a pouring outlet is anything other than a restaurant, hotel, motel, private club, lounge, retail cigar shop, store, or supermarket as defined in this chapter. It is the intention of this division that wine and malt beverages for consumption on the premises be sold only at bona fide restaurants, hotels, motels, private clubs, retail cigar shops, and supermarkets under the restrictions herein set out, and not at walk-in bars or sham establishments, as follows:
 - (1) *Hotel or motel* as specifically defined in this Code, means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, and whether conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel or motel operation:
 - a. Which maintains fifty (50) or more rooms used for the sleeping accommodations of such guests;

- b. Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required therein;
 - c. Which operates one (1) or more public dining rooms (excluding banquet rooms) with a combined seating capacity of at least fifty (50), where meals are regularly served to guests; provided, that, consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of the public dining rooms;
 - d. Which employs sufficient personnel to serve food as required herein;
 - e. Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his/her designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his/her designee, and determine if the annual sales meet the required ratio and make the appropriate recommendations to the alcohol control board. Hotels shall have the privilege of granting franchises for the operation of a lounge, restaurant in their premises and the holder of such franchise shall be included in the definition of hotel.
 - f. All restaurants must include a kitchen built to commercial kitchen standards which include at a minimum:
 - 1. A three-compartment sink with drainboards is required for all restaurants. The size of the sink compartments is determined by your type of operation. You must be able to immerse your largest piece of equipment or utensils to be washed in each compartment. Sink compartments in most establishments may not be smaller than fifteen (15) inches by eighteen (18) inches.
 - 2. A hand sink is required in all food preparation and toilet rooms.
 - 3. If your operation requires washing of vegetables and meats, or, thawing food under water, a food preparation sink will be required. This sink must have an indirect sewer connection.
 - 4. A mop sink or wash area is required for all restaurants.
 - 5. Adequate refrigeration must be provided.
 - 6. Adequate and approved work surface must be provided.
 - 7. All rooms shall have sufficient mechanical ventilation to remove excessive heat, steam, condensation, vapors, obnoxious odors, smoke and fumes. Hoods and ventilation equipment must be approved by the building officials and the fire department in addition to the health department.
 - 8. A commercial stove, oven, grill and/or range.
- (2) *Restaurant* as specifically defined in this Code, means any public place kept, used, maintained, advertised and held out to the public as a place where meals are actually and regularly served, without sleeping accommodations:
- a. Which maintains an adequate and sanitary kitchen and dining room equipment to serve food as required in this article;
 - b. Which provides a regular seating capacity for at least forty (40) persons; provided, that consistent with the definition of lounge, in no event shall the seating capacity of the lounge exceed that of its connected restaurant;

- c. Which employs sufficient personnel to serve food as required herein;
 - d. Which serves at least one (1) meal per day at least five (5) days per week (with the exception of holidays, vacations, and period of redecorating) and said meal must be served from 11:30 a.m. to 1:30 p.m. or 7:00 p.m. to 10:00 p.m. every day the establishment is open and hours of operation must be posted on the front door of the premises.
 - e. Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.
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 - 1. A three-compartment sink with drainboards is required for all restaurants. The size of the sink compartments is determined by your type of operation. You must be able to immerse your largest piece of equipment or utensils to be washed in each compartment. Sink compartments in most establishments may not be smaller than fifteen (15) inches by eighteen (18) inches.
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 - 7. All rooms shall have sufficient mechanical ventilation to remove excessive heat, steam, condensation, vapors, obnoxious odors, smoke and fumes. Hoods and ventilation equipment must be approved by the building officials and the fire department in addition to the health department.
 - 8. A commercial stove, oven, grill and/or range.
- (3) *Retail cigar shops* as specifically defined in this Code, may be issued an on-premises consumption license for sales of beer, malt beverages, wine, and distilled spirits, without meeting the requirement that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, provided that at least fifty-one (51) percent of its gross annual sales be derived from the sale of full-sized hand-rolled cigars, pipe tobaccos, briar wood pipes, humidors, lighters, cutters, and expressly excluding from the calculation of gross annual sales the sale of cigarettes, bongs, bubblers, glass pipes, water pipes, Turkish pipes, pipe screens, pipe filters, dug-outs, stash boxes, rolling papers, rolling devices, rolling trays, grinders, incense, pipe cleaners, and other smoking paraphernalia if at all allowed to be sold pursuant to this chapter. The total amount of alcohol sales for consumption on the premises shall not exceed forty-nine (49) percent. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

- a. In regards to seating, parking and occupancy requirements, those applicable to the cigar store shall supersede those listed in chapter 4.
- (4) A *supermarket*, as defined in the Code, means a retail market which:
- a. Maintains an inventory of saleable grocery products including, but not limited to: meat, dairy, vegetable, fruit, dry goods and beverages;
 - b. Has an interior floor space and storage areas of at least one hundred thousand (100,000) square feet of which more than fifty (50) percent of such interior floor area is devoted to the display for sale of food products;
 - c. Sells prepared food;
 - d. Has a full service kitchen; and
 - e. Meets all applicable building, fire and safety codes in effect for the city.

Notwithstanding any other provision of the Code to the contrary, a supermarket licensed for package wine and package malt beverages, may also be licensed to sell and serve malt beverages and wine pouring in specifically designated seating areas. A supermarket licensed for malt beverage and wine pouring shall also be allowed to provide samples of malt beverages and wine in specifically designated seating areas in conjunction with educational classes and sampling for consumption on the premises designed to promote wine or malt beverage appreciation and education. Sampling shall be limited to no more than one (1) time per day per customer. Samples shall not exceed two (2) ounces, and no customer shall consume more than eight (8) ounces in any two-hour period.

- (5) *Retail outfitter* as defined in the Code, may be issued on an on-premises consumption license for sales of beer, malt beverages, and wine without meeting the requirements that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, provided that (a) no more than ten (10) percent of its gross annual sales are derived from the sale of beer, malt beverage, and wine; (b) such sales are made during store hours in designated areas; and (c) meets all applicable building, fire and safety codes in effect for the city. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and if not, make appropriate recommendations to the alcohol control board regarding same.
- (6) Pouring licenses may be issued to manufacturers for off premises and on premises consumption as follows:
- a. Microbrewer as defined in this chapter and brewers shall be subject to the limitations presented in O.C.G.A. § 3-5-24.1 shall be allowed to sell for on premises and off premises consumption.
 - b. Distillers as defined in this chapter shall be subject to the limitations presented in O.C.G.A. § 3-4-24.2 shall be allowed to sell for on premises and off premises consumption.
- (7) Specialty shop defined in the Code, may be issued an on-premises consumption license for sales of malt beverages, wine and distilled spirits, and package license for the sale of malt beverages, wine and distilled spirits without meeting the requirements that forty-five (45%) percent of its gross annual sales be derived from the sale of prepared meals or food, pursuant to the following:
- a. If an establishment only sells malt beverage and/or wine, no less than fifty-one (51%) percent of the annual gross revenue shall be derived from the sale of non- alcoholic retail goods and merchandise, and no more than forty-nine (49%) percent of its annual gross revenues shall be

derived from the sale of malt beverage and wine on-premises consumption and off-premises package sales.

- b. If an establishment wishes to sell distilled spirits only, or in addition to malt beverage and/or wine, then no less than seventy-five (75%) percent of the annual gross revenue shall be derived from the sale of non-alcoholic retail goods and merchandise, and no more than twenty-five (25%) percent of its annual gross revenues shall be derived from the sale of malt beverage, wine and distilled spirits on-premises consumption and off-premises package sales
 - c. Free samples of wine shall not exceed one and one half (1½) ounces nor shall any individual be offered more than three (3) samples within a calendar day.
 - d. Sampling or tasting of wine is only permitted within a designated area of the establishment, as indicated on their application.
 - e. Craft beer is defined as beer produced by the following:
 - 1. Beer having an annual production of six million (6,000,000) barrels of beer or less; or
 - 2. If less than twenty-five (25) percent of the craft brewery is owned or controlled (or equivalent economic interest) by a beverage alcohol industry member that is not itself a craft brewer.
 - f. Said establishments are only allowed in the downtown business district and the area enclosed by North Tennessee Street, Main Street, Stonewall Street, and Church Street.
- (8) Wine and craft beer tasting room as defined in the Code, may be issued an on-premises consumption and package license for the sale of malt beverages and wine without meeting the requirements that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, pursuant to the following:
- a. No more than seventy-five (75) percent of its annual gross revenues shall be derived from the sale of malt beverage and wine for on-premises consumption and no less than twenty-five (25) percent of the annual gross revenue shall be derived from the sale of retail goods and merchandise, including package sales of alcohol for off-premises consumption.
 - b. As package stores are prohibited in the downtown business district, retail package sales of alcohol for off-premises consumption shall remain a secondary purpose under this definition.
 - c. No distilled alcohol will be allowed to be poured at said establishments.
 - c. Said establishments are only allowed in the downtown business district and the area enclosed by North Tennessee Street, Main Street, Stonewall Street, and Church Street.
- (b) *Reporting requirements.*
- (1) All establishments licensed under this chapter shall be required by November 1 of each calendar year to turn in third quarter reports which at a minimum indicate the percentage of alcohol sales on-premises and off-premises, including food, retail, and other required categories of its gross revenues.
 - (2) The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information at the end of the third quarter of each calendar year, or at any other time requested to do so by the director of planning and development or his designee, and determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

(Ord. No. 81-05, § 1, 10-6-05; Ord. No. 18-07, § 2, 5-3-07; Ord. No. 51-08, § 1, 12-4-08; Ord. No. 08-10, § 5, 3-18-10; Ord. No. 16-10, § 1, 6-3-10; Ord. No. 03-15, § 1, 3-5-15; Ord. No. 14-17, § 2, 5-18-17; Ord. No. 38-16, § 3, 8-4-16; Ord. No. 38-18, § 1, 12-6-18; Ord. No. 13-19, § 1, 4-4-19; Ord. No. 21-19, § 1, 6-6-19; Ord. No. 11-20, § 1, 4-2-20; Ord. No. 20-20, § 1, 9-3-20)



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Alcohol Control Board – Attendance Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance is being proposed to outline the attendance requirements for Board Members.
LEGAL:	NA

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 4 - ALCOHOLIC BEVERAGES ARTICLE V. - ALCOHOL CONTROL BOARD SEC. 4-200. - ESTABLISHMENT, COMPOSITION. is hereby amended by deleting paragraph (d) in its entirety and replacing it and adding a new paragraph (h) as follows:

1.

Sec. 4-200. Establishment, composition.

- (d) Members shall be removed for cause by the mayor and city council upon written charges and after a public hearing; provided, however, that any member who fails to attend three (3) consecutive meetings, without cause, may be removed without a public hearing. Members shall continue to serve after the expiration of their term, until their successor has been appointed, or themselves reappointed. Unless a City Council Member is also a Board Member, then their term is concurrent with their term of office.
- (h) The commission may adopt such by-laws as it deems necessary to provide for the orderly conduct of its business.

2.

All other existing provisions of Sec. 4-200 not changed herein, shall remain as is.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention and any ordinance or part thereof not amended shall remain in effect and be unchanged.

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Planning Commission – Attendance Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance is being proposed to outline the attendance requirements for Board Members.
LEGAL:	NA

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 17 - PLANNING AND DEVELOPMENT ARTICLE II. - PLANNING COMMISSION. SEC. 17-27. - MEMBERS. is hereby amended by adding a new paragraph (d) as follows:

1.

Sec. 17-27. Members.

(d) Members shall be removed for cause by the mayor and city council upon written charges and after a public hearing; provided, however, that any member who fails to attend three (3) consecutive meetings, without cause, may be removed without a public hearing. The commission previously appointed by the mayor and city council shall continue to serve without change as if appointed under this chapter. Members shall continue to serve after the expiration of their term, until their successor has been appointed, or themselves reappointed.

2.

All other existing provisions of Sec. 17-27 not changed herein, shall remain as is.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention and any ordinance or part thereof not amended shall remain in effect and be unchanged.

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Historic Preservation Commission – Attendance Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance is being proposed to outline the attendance requirements for Board Members.
LEGAL:	NA

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 9.25 - HISTORIC PRESERVATION ARTICLE II. - HISTORIC PRESERVATION COMMISSION SEC. 9.25-32 HISTORIC PRESERVATION COMMISSION. is hereby amended by adding a new paragraph (i) as follows:

1.

Sec. 9.25-32. Historic preservation commission.

- (i) *Removal of Members for Attendance.* Any member who fails to attend three (3) consecutive meetings, without cause, may be removed without a public hearing by the mayor and city council.

2.

All other existing provisions of Sec. 9.25-32 not changed herein, shall remain as is.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention and any ordinance or part thereof not amended shall remain in effect and be unchanged.

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Board of Zoning Appeals – Attendance Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance is being proposed to outline the attendance requirements for Board Members.
LEGAL:	NA

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 26 - ZONING ARTICLE XXI. - APPEALS SEC. 21.1. - ESTABLISHMENT OF BOARD OF ZONING APPEALS. is hereby amended by adding a new subsection 21.1.4 as follows:

1.

Sec. 21.1. Establishment of board of zoning appeals.

21.1.4. Members shall be removed for cause by the mayor and city council upon written charges and after a public hearing; provided, however, that any member who fails to attend three (3) consecutive meetings, without cause, may be removed without a public hearing. Members shall continue to serve after the expiration of their term, until their successor has been appointed, or themselves reappointed.

2.

All other existing provisions of Sec. 21.1 not changed herein, shall remain as is.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention and any ordinance or part thereof not amended shall remain in effect and be unchanged.

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Public Hearing – 1 st Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ23-01. 226 E. Felton Rd. Applicant: Christopher Huth
DEPARTMENT SUMMARY RECOMMENDATION:	Applicant requests annexation into the city. Recommended zoning is R-20. Planning Commission recommended approval 5-0.
LEGAL:	N/A



PLANNING COMMISSION ITEM SUMMARY

MEETING DATE:	April 11th, 2023
SUBCATEGORY:	Annexation
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ23-01. 226 E Felton Rd. Applicant: Christopher Huth
DEPARTMENT SUMMARY RECOMMENDATION:	Applicant requests annexation into the city. Recommended zoning is R-20.
LEGAL:	N/A

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ23-01

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Christopher Huth
Representative: Christopher Huth
Location: 226 E. Felton Road (Tax ID No. 0078B-0006-011)
Total Acreage: 0.46 +/- Acres

LAND USE INFORMATION

Current Zoning: County A-1 (Agriculture)
Proposed Zoning: R-20 (Residential)
Proposed Use: Single Family Residential

Current Zoning of Adjacent Property:

North: County A-1 Agriculture
South: County A-1 Agriculture
East: City R-20 Residential
West: County A-1 Agriculture

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 119
Ward: 6 **Council Member:** Taff Wren

The Future Development Map designates adjacent properties as: either Neighborhood Living or Suburban Living. Both are residential designations.

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

ANALYSIS

City Departments Reviews

Electric: The street is still county, and thus, the City does not provide street lighting in that area.

Fibercom: No Comments Received

Fire: Takes No Exception.

Gas: Takes No Exception.

Planning and Development: Takes No Exception.

Public Works: I do not oppose this request. However, it should be noted that the property owner will be required by ordinance to pay a stormwater utility fee for this location. It appears that this fee would be \$5.25/month.

Water and Sewer: Takes No Exception. Property is already serviced by City water ~~and~~
~~Sewer.~~

Cartersville School District: No comments received.

Bartow County: No objections. Please be advised that the adjacent address at 224 E Felton Road would not be eligible for future annexation as this would close off an unincorporated island.

Public comments: None documented as of 3-28-2023.

REQUEST SUMMARY:

Applicant requests to annex 0.46 acres (+/-) located at 226 E. Felton Road (Tax ID 0078B-0006-011). The property that is proposed to be annexed is bordered by a residential zoned property to the east (City R-20) and by County zoned A-1 (Agricultural) on all other sides.

R-20 Residential zoning is requested for the parcel. The existing zoning is County A-1 (Agriculture).

City gas, electric, water, sewer and stormwater utilities are available in the area.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will permit a use (residential) that is suitable in view of the use and development of adjacent and nearby property.

- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will not create an isolated district.

- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use or usability of adjacent property.

- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
The current A-1 zoning has a reasonable economic use as a residential use.

- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools.

- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The proposed zoning would conform to the city’s land use plan for the area. (Low/ Low-Medium Density Residential)

- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The zoning proposal should not have an adverse environmental effect.

- H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
No additional conditions are known.

RECOMMENDATION: Staff does not oppose the annexation or R-20 zoning.



BARTOW COUNTY

Steve Taylor, Sole Commissioner

March 23, 2023

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

RE: Request by Christopher Huth
to annex approximately a .46 acre lot
located at 226 E. Felton Road
Tax Parcel # 0078B-0006-011

David:

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

Please be advised however that the adjacent address at 224 E. Felton Road would not be eligible for future annexation, as this would close off an unincorporated island. In addition, pursuant to O.C.G.A. §36-36-7, there may exist county water and/or sewer lines within the area proposed to be annexed.

Sincerely,

STEVE TAYLOR
Bartow County Commissioner

CB/kg

- c. Brandon Johnson, Community Development
- Richard Osborne, Zoning
- Joe Sutton, Bartow County Road Department
- Cheryl Billard, Voter Registration
- Jarrold Roberts, Tax Assessor
- Melissa Lasebikan, GIS Department

Sec. 6.1. R-20 Single-family dwelling district.

6.1.1. *R-20 district scope and intent.* Regulations set forth in this section are the R-20 district regulations. The R-20 district encompasses lands devoted to low density residential areas and closely related uses as further described in section 3.1.2 of this chapter.

6.1.2. *Use regulations.* Within the R-20 district, land and structures shall be used in accordance with standards herein. Any use not specifically designated as permitted shall be prohibited.

A. *Permitted uses.* Structures and land may be used for only the following purposes:

- Accessory buildings or uses.
- Accessory apartments (SU).*
- Amateur radio transmitter.
- Amenities (as defined by this chapter).
- Bed and breakfast inn (SU).*
- Clubs or lodges (noncommercial) (SU).*
- College and universities.
- Day care facilities (SU).*
- Family day care.
- Golf courses.
- Group homes (SU).*
- Guest house.
- Home occupations.
- Parks, private.
- Personal care homes (SU).*
- Places of assembly (SU).*
- Public utility facilities.
- Religious institutions (SU).*
- Schools, private (SU).*
- Single-family detached dwellings.

* Special use approval required.

6.1.3. *Development standards.*

- A. *Height regulations.* Buildings shall not exceed a height of thirty-five (35) feet or two and one-half (2½) stories, whichever is higher.
- B. *Front yard setback:* Twenty (20) feet.
- C. *Side yard setback:* Ten (10) feet.
- D. *Rear yard setback:* Twenty (20) feet.
- E. *Minimum lot area:* Twenty thousand (20,000) square feet.

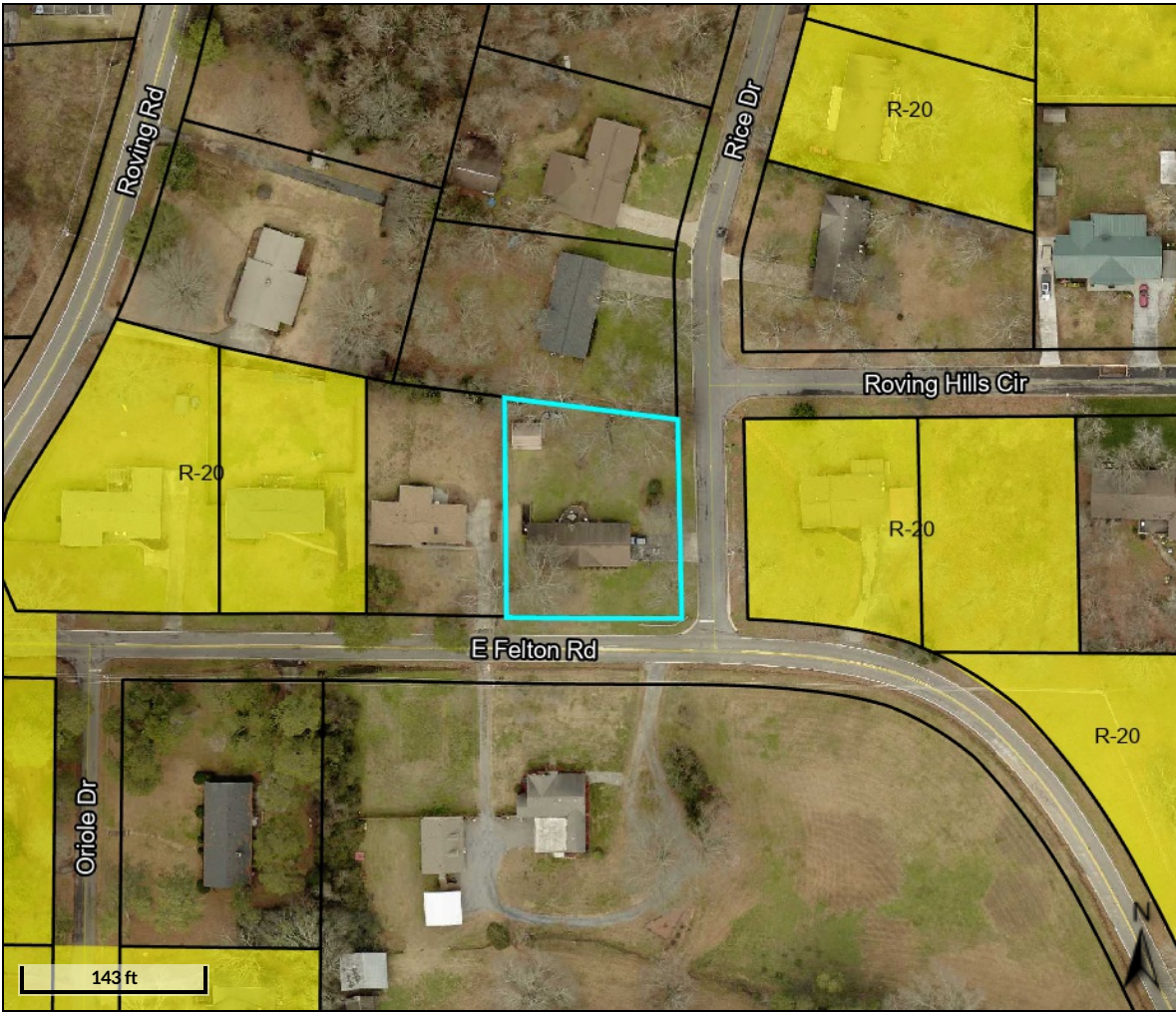
- F. *Minimum lot width at the building line on noncul-de-sac lots:* One hundred (100) feet.
- G. *Minimum lot frontage:* Thirty-five (35) feet adjoining a street.
- H. *Minimum heated floor area:* One thousand three hundred (1,300) square feet.
- I. *Metal building exterior finish materials.* A metal panel exterior finish product shall not be allowed on metal buildings exceeding one hundred fifty (150) square feet in gross floor area constructed or placed on lots within the R-20 district.
- J. *Accessory use, building, and structure requirements.* [See section 4.9 of this chapter.]
- K. *Optional density bonus.* Proposed developments may contain lots with minimum areas of seventeen thousand (17,000) square feet if one (1) of the following items is met:
 - 1. Submittal of an affidavit certifying that all units will meet certification standards of the EarthCraft House certification program or will be LEED certified homes.
 - 2. Submittal of an affidavit certifying that all units will be clad with exterior finishes of brick, stone, or hard-coat stucco on sixty-seven (67) percent or more of wall surfaces and one hundred (100) percent architectural roofing shingles.
 - 3. A donation of land to the City of Cartersville for one (1) of the following: community greenway facility including surface trails if directly accessible from the development, or a neighborhood park with public access. In either case, the minimum total area to be donated shall be ten (10) percent of the total acreage of the property. All legally necessary documents, including, but not limited to, a property deed to convey land to the City of Cartersville, shall be completed at time of approval of any final plats.

[L. *Reserved.*]

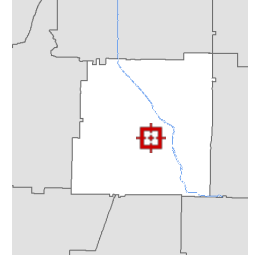
- M. *Guest house.* In addition to standards required in this chapter, the following standards shall be met for a guest house:
 - 1. No more than one (1) guest house structure per lot.
 - 2. A minimum lot size of fifteen thousand (15,000) square feet shall be required.
 - 3. A guest house shall be occupied by relatives, employees that work on the property, or guests only.
 - 4. Heated floor area shall not exceed fifty (50) percent of the heated floor area of the principal building.
 - 5. A guest house structure shall comply with the principal setbacks of the district.
 - 6. A guest house shall not be allowed in the front yard.
 - 7. A guest house shall not exceed the height of the principal building on the lot.
 - 8. Requires owner-occupancy of the principal building on the lot.

6.1.4. *Other regulations.* The headings below contains additional, but not necessarily all, provisions applicable to uses allowed in the R-20 district.

- City of Cartersville Landscaping Ordinance.
- City of Cartersville Sign Ordinance.



Overview



Legend

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

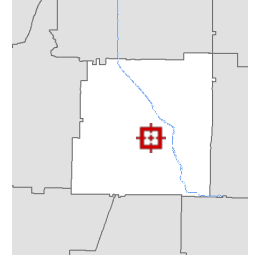
Parcel ID 0078B-0006-011
Sec/Twp/Rng n/a

Alternate ID 19617
Class Residential

Owner Address HUTH CHRISTOPHER ALLEN
HUTH BRITTA LANE



Overview



Legend

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

Future Land Use Map

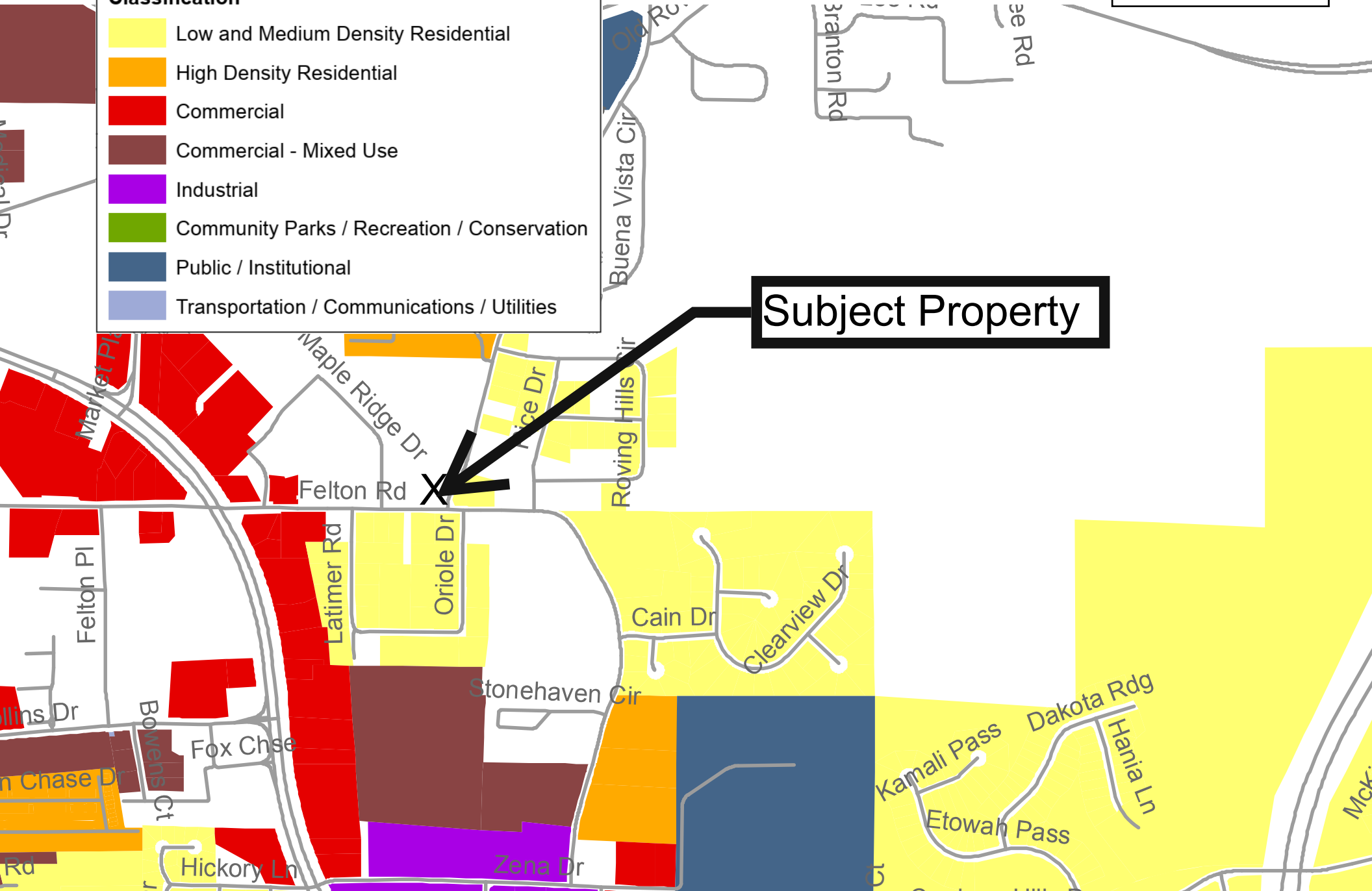
Meeting: April 20, 2023 Item 9.

Future Land Use

Classification

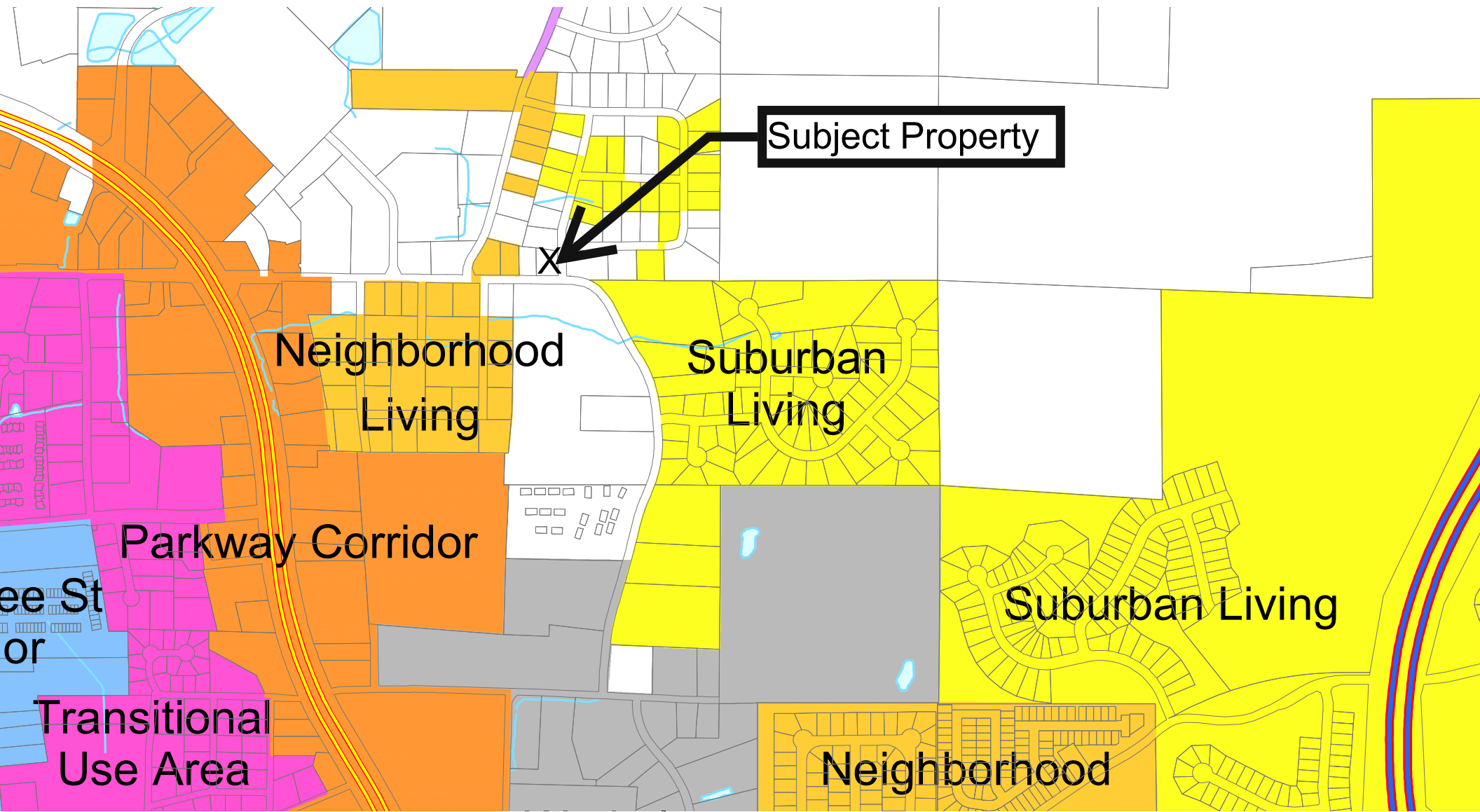
- Low and Medium Density Residential
- High Density Residential
- Commercial
- Commercial - Mixed Use
- Industrial
- Community Parks / Recreation / Conservation
- Public / Institutional
- Transportation / Communications / Utilities

Subject Property



Future Development Map

Meeting April 26, 2023 Item 9.



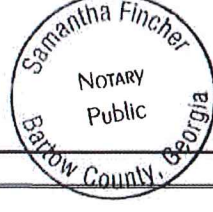
**Application for Annexation/ Zoning
City of Cartersville**

Case Number: A223-01
Date Received: 2-16-2023

Public Hearing Dates:

Planning Commission 4-11-2023 5:30pm 1st City Council 4-20-2023 7:00pm 2nd City Council 5-4-2023 7:00pm

Applicant Christopher Huth Office Phone _____
(printed name)
 Address 226 E. Felton Rd Mobile/ Other Phone 678-918-6119
 City Cartersville State GA Zip 30121 Email brittamae515@gmail.com
 Representative's printed name (if other than applicant) _____
 Phone (Rep) _____
 Email (Rep) _____
 Representative Signature _____ Applicant Signature [Signature]
 Signed, sealed and delivered in presence of: _____ My commission expires: 1/23/27
[Signature] Notary Public 

* Titleholder Christopher Huth Phone 678-918-6119
(titleholder's printed name)
 Address 226 E. Felton Rd Email brittamae515@gmail.com
 Signature [Signature]
 Signed, sealed, delivered in presence of: _____ My commission expires: 1/23/27
[Signature] Notary Public 

Present Zoning District A1 Requested Zoning R-20
 Acreage 0.46 Land Lot(s) 1119 District(s) 4 Section(s) 3
 Location of Property: 226 E. Felton Rd Parcel ID No. _____
(street address, nearest intersections, etc.)
 Reason for Rezoning Request: Rezone for Cartersville City schools

(attach additional statement as necessary)

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

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: _____

Tax Map Parcel(s) #	<u>0078B - 0006 - 01</u>	Voting Ward(s)	<u>6</u>
Current Land Use	_____	Current Zoning	<u>A-1</u>
Proposed Land Use	_____	Proposed Zoning	<u>R-20</u>
Number of Dwelling Units	<u>1</u>	Number of Occupants	<u>3</u>
Owner Occupied?	Yes <input checked="" type="checkbox"/> No _____		
Number of School-aged Children	<u>1</u>	Grade Level(s) of School-aged Children	<u>6th</u>
School(s) to be attended:	<u>Cartersville City Schools</u>		
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	<input checked="" type="checkbox"/> City _____ County _____	<input type="checkbox"/> Well/ Other	
Sewer:	_____ City _____ County _____	<input checked="" type="checkbox"/> Septic/ Other	
Natural Gas:	<input checked="" type="checkbox"/> City _____	<input checked="" type="checkbox"/> Other (List) _____	
Electricity:	_____ City _____	<input checked="" type="checkbox"/> GA Power _____ Greystone _____	
	_____ Other (List) _____		

CAMPAIGN DISCLOSURE REPORT FOR ZONING ACTIONS

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

Date of Application: _____

Date Two Years Prior to Application: _____

Date Five Years Prior to Application: _____

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

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

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

Signature _____ Date _____

Print Name _____

BK:3501 PG:632-633

D2022015526

FILED IN OFFICE
CLERK OF COURT
09/29/2022 11:54 AM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

5145157442
7067927936
PARTICIPANT ID



Return Recorded Document to:
Christina R. Jenkins, LLC
10 South Erwin Street
Cartersville, GA 30120
File No: 22920crj

REAL ESTATE
TRANSFER TAX
PAID: \$192.00

PT-61 008-2022-005031

**JOINT TENANCY WITH SURVIVORSHIP
WARRANTY DEED**

STATE OF GEORGIA,

COUNTY OF BARTOW

This Indenture made this 29th day of September, 2022, between Lisa M Strain, of the County of Bartow, State of Georgia, as party of the first part, hereinafter called Grantor, and Christopher Allen Huth and Britta Lane Huth, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 119 OF THE 4TH DISTRICT AND 3RD SECTION OF BARTOW COUNTY, GEORGIA, AND BEING LOT 13, SECTION C, OF THE WILLIAM H. FELTON SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY OF RICE ROAD WITH THE NORTHERN RIGHT-OF-WAY OF FELTON ROAD; THENCE SOUTH 89 DEGREES 1 MINUTES WEST ALONG THE NORTHERN RIGHT-OF-WAY OF FELTON ROAD AND PARALLEL TO THE SOUTHERN LAND LOT LINE OF LAND LOT 119 A DISTANCE OF 130 FEET TO THE SOUTHEASTERN CORNER OF SUBDIVISION LOT 12; THENCE NORTH 0 DEGREES 59 MINUTES WEST ALONG SAID SUBDIVISION LOT 12 A DISTANCE OF 165.9 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 83 DEGREES 59 MINUTES EAST 130.98 FEET TO THE WESTERN RIGHT-OF-WAY OF SAID RICE ROAD; THENCE SOUTH 0 DEGREES 59 MINUTES EAST 150 FEET ALONG THE WESTERN RIGHT-OF-WAY OF RICE ROAD TO AN IRON PIN AND THE POINT OF BEGINNING.

A PLAT OF SAID SUBDIVISION BEING RECORDED IN PLAT BOOK 5, PAGE 53, OF THE BARTOW COUNTY, GEORGIA, RECORDS, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE DEFINITE AND COMPLETE DESCRIPTION OF THE HEREIN PROPERTY.

BK:3501 PG:633

***THE INTEREST OF Dean McMillan HAVING BEEN TRANSFERRED BY OPERATION OF LAW UPON THE PASSING OF Dean McMillan ON 9-29-22 DATE, AS EVIDENCED BY THE ATTACHED DEATH CERTIFICATE ATTACHED HERETO AS EXHIBIT "___".

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

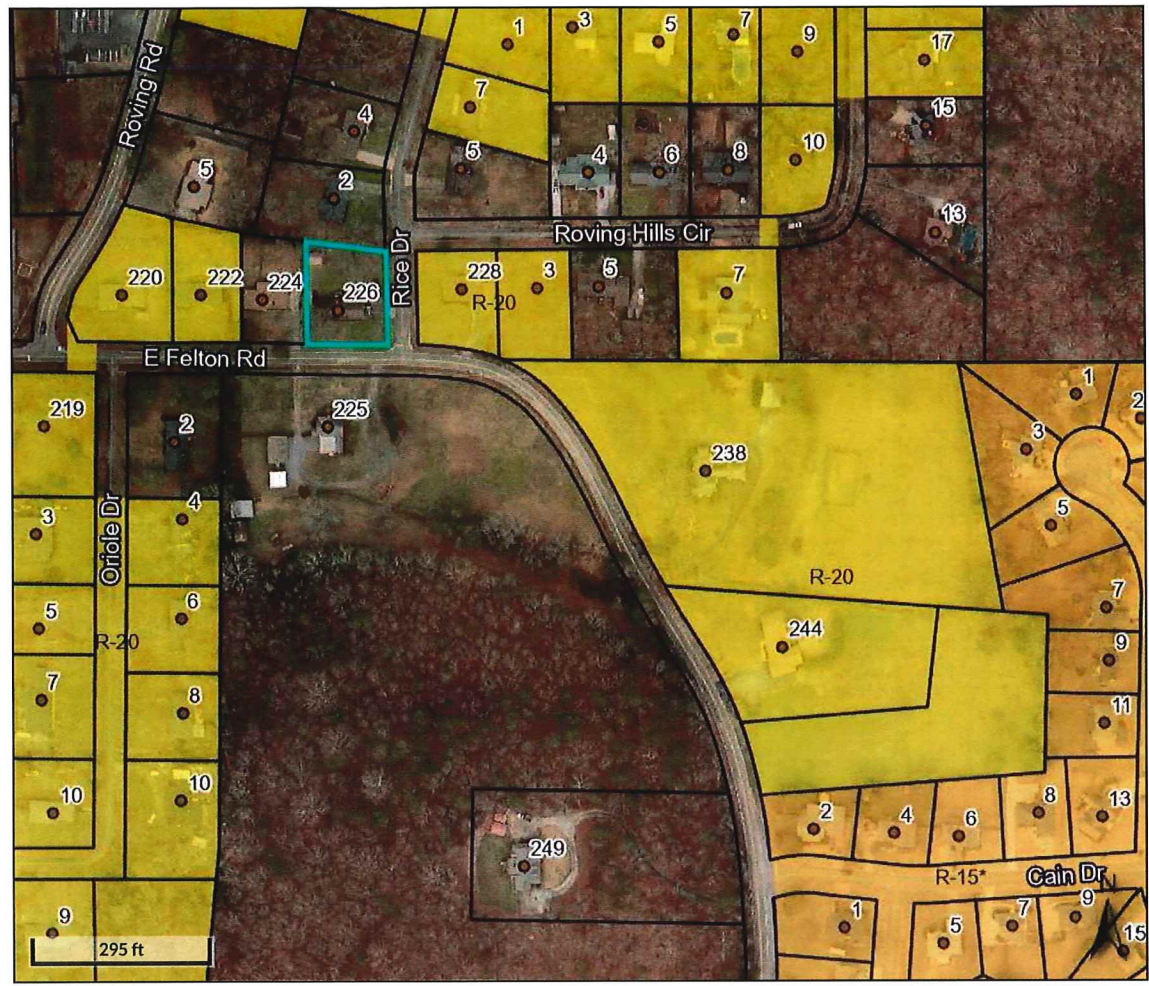
IN WITNESS WHEREOF, the Grantor has hereto set grantor's hand and seal this day and year first above written.

Lisa M. Strain (Seal)
Lisa M Strain

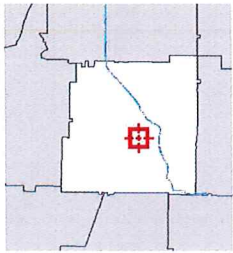
Signed, sealed and delivered in the presence of

Kept 10/2
Unofficial Witness
Deej
Notary Public





Overview



Legend

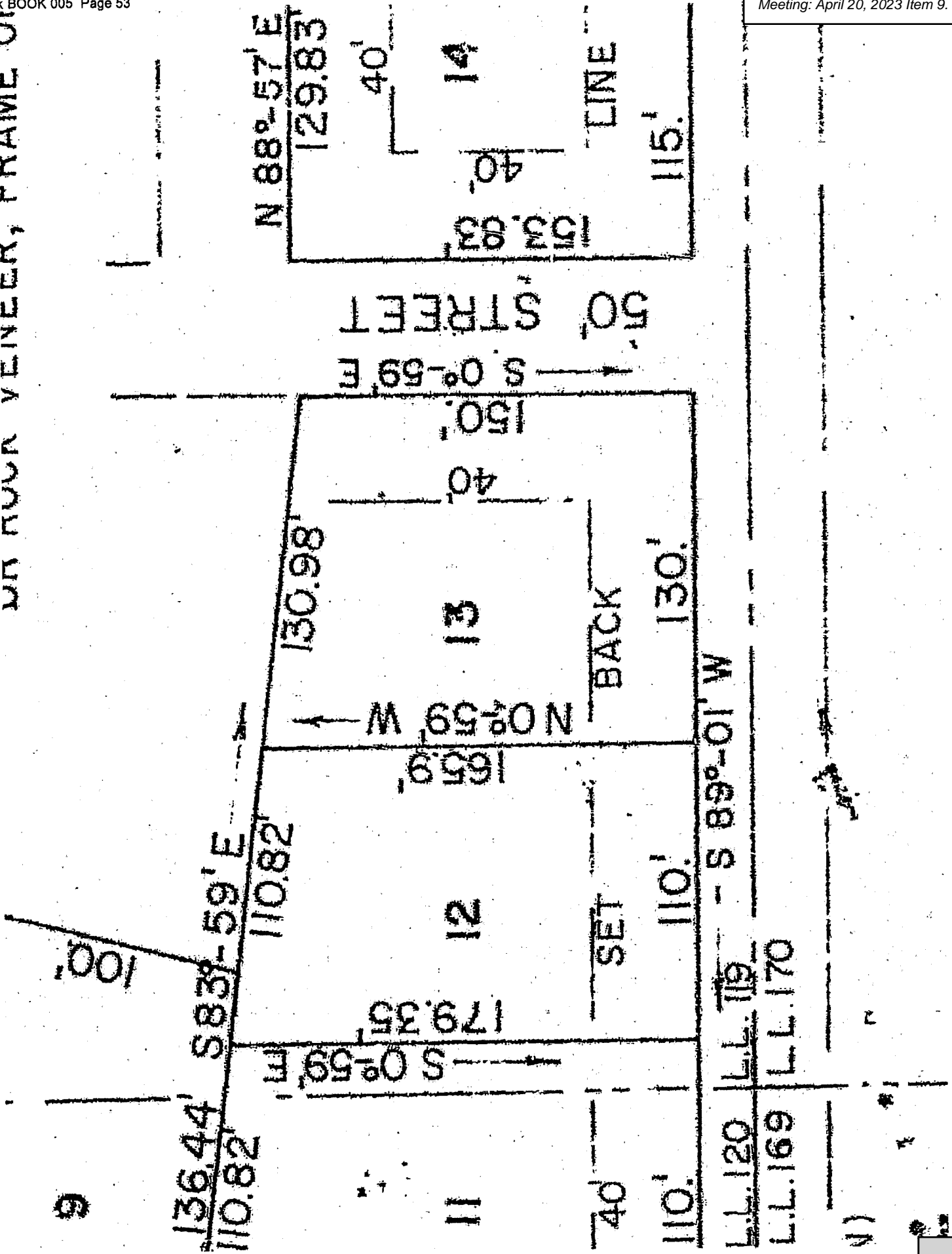
-  Parcels
- Structural Numbers**
 - Abandoned or Inactive
 - Active
 - Proposed
 - <all other values>
- Roads**
- Cartersville Zoning**
 -  AG
 -  DBD
 -  G-C
 -  G-C*
 -  H-I
 -  H-I*
 -  L-I
 -  L-I*
 -  M-U
 -  M-U*
 -  MF-14
 -  MF-14*
 -  MN
 -  O-C
 -  O-C*
 -  P-D
 -  P-D*
 -  P-I
 -  P-S
 -  P-S*
 -  R-10
 -  R-10*
 -  R-15
 -  R-15*
 -  R-20
 -  R-20*
 -  R-7
 -  R-7*
 -  R-D
 -  RA-12
 -  RA-12*
 -  RSL

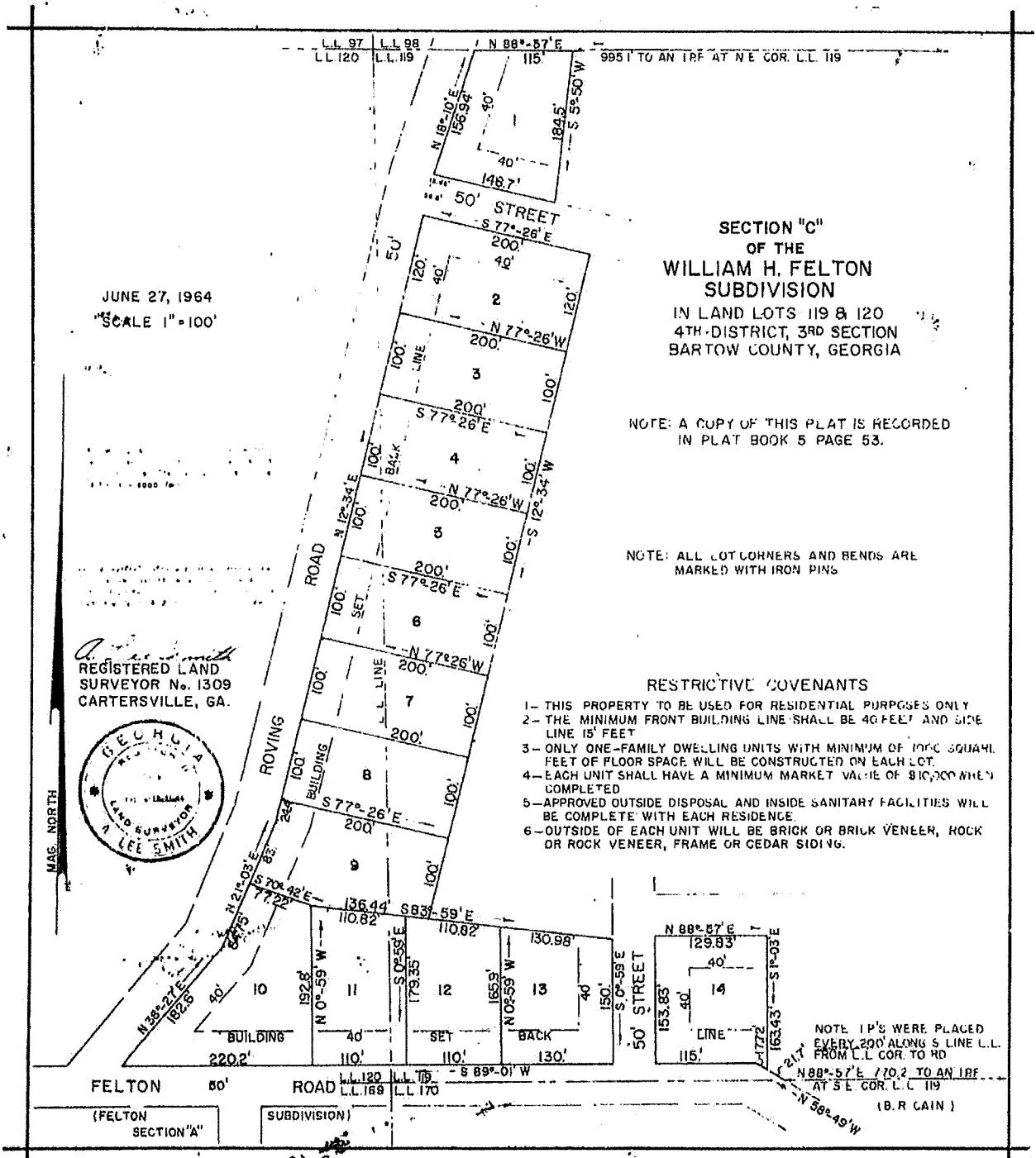
Parcel ID 0078B-0006-011 Alternate ID 19617
 Sec/Twp/Rng n/a Class Residential
 Property Address 226 W FELTON RD Acreage 0.46

Owner Address HUTH CHRISTOPHER ALLEN
 HUTH BRITTA LANE
 226 W FELTON RD
 CARTERSVILLE, GA 30120

District Bartow County
 Brief Tax Description LL 119 D 4 LL 13 WILLIAM
 (Note: Not to be used on legal documents)

UP FOUR VEINER, FRAME UP









CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Public Hearing – 1 st Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	SU23-01. 401 & 403 N. Tennessee St. Applicant: Duncan Auto Sales, Inc.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Applicant requests the continuation of a non-confirming use. The applicant is the owner of a used car business (401) and wishes to expand the business onto the adjacent property (403). The expansion will include additional parking and use of a private garage for repairing cars to be sold at the 401 N. Tennessee St. location.</p> <p>Staff is not opposed to the request. Planning Commission recommended approval 5-0.</p>
LEGAL:	N/A

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): **SU23-01**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Duncan Auto Sales**
Representative: **Robert Walker, Esq.**
Property Owner: **Sherrie Cline**
Property Location: **Tax ID C004-0001-012**
Access to the Property: **From Tennessee St.**

Site Characteristics:

Tract Size: **0.14 +/- ac.** District: **4th** Section: **3rd** LL(S): **384**

Ward: **4** Council Member: **Calvin Cooley**

LAND USE INFORMATION

Current Zoning: **M-U (Multiple Use District)**
Proposed Zoning: **No change**
Proposed Use: **Auto Sales/Private Garage**
Current Zoning of Adjacent Property:
North: **M-U (Multiple Use District)**
South: **M-U (Multiple Use District)**
East: **M-U (Multiple Use District)**
West: **M-U (Multiple Use District)**

The Future Development Map designates the subject property as: **Tennessee St. Corridor**

The Future Land Use Map designates the subject property as: **Commercial – Mixed use**

2. City Department Comments:

Electric: Takes no exception.

Fibercom: No comment received.

Fire: Cartersville Fire takes no exceptions to the special use request at 403 N. Tenn. St. provided that all city adopted codes and ordinances are followed.

Gas: Takes no exception.

Public Works: No comment received.

Water and Sewer: Project will not affect water or sewer service.

3. Public Comments:

No comments as of 3-30-2023

4. Special Use Review

Duncan Auto Sales operates an automotive sales business at 401 N. Tennessee St., zoned Multiple-Use (M-U). Property is identified as Tax ID C004-0001-013. Total property area is approximately 0.14 acres. Automotive sales lot are not allowed on Tennessee St; however, this business is considered a non-conforming use that has been at this location for many years. This special use permit request is for the expansion of a non-conforming use.

Duncan Auto Sales wishes to expand their business to the adjacent property at 403 N. Tennessee St. This parcel is also zoned Multiple-Use (M-U), identified as Tax ID C0004-0001-012. This lot would contain vehicle overflow parking and a private garage for the business. The applicant is not proposing to sell vehicles from this lot.

The 403 N. Tennessee St. lot has been used as a specialty automotive shop or for warehousing for many years. The garage is a 3-bay garage that fronts N. Tennessee St. with a parking area between the building and N. Tennessee St.

In 2018, per SU18-06, the applicant received a special use permit to allow the expansion of a non-conforming use onto the adjacent, eastern property at 306 Johnson St., a 0.12ac. lot (5,227 sf). A house was demolished and the 306 lot was subdivided to accommodate this expansion. The special use permit was approved by City Council on 12/6/18 with a favorable recommendation from the Planning Commission.

Of note, at the planning commission meeting, the owner of 403 N. Tennessee St., Cliff Cline, expressed concerns about stormwater runoff from adjacent properties citing existing drainage issues on his property.

In addition to SU18-06, a similar special use permit was approved for the expansion of a used car lot for 414 N. Tennessee St onto lot 416/ 420 N. Tennessee St. Applicant was Randy Wimpy. The special use permit was approved by City Council on 9/5/13 with a favorable recommendation from the Planning Commission.

5. Zoning Ordinance Findings

Please review the following findings, as stated in the Zoning Ordinance, which are to be utilized in determining justification for approval or denial of special use request(s).

B) Article XVI. Special Uses

Sec. 16.1. Scope and intent.

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.
- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

Uses allowable with a Special use and the minimum standards for such uses are listed in section 16.4 of this article.

Uses in the districts enumerated herein may be authorized by Special use only. The regulations contained in this article shall not apply to any permitted use as a matter of right in any zoning district.

Any use which may be authorized by Special use shall be approved by the Mayor and Council in accordance with section 16.1, scope and intent, provided:

- A. The standards for the Special use as specified herein can be met;
- B. Recommendations have been received from the planning and development staff and other appropriate City departments.
- C. A public hearing has been held in relation to the Special use before the Planning Commission in conformance with the advertising standards outlined in article XXIV of this chapter. The Planning Commission shall make recommendations to the Mayor and Council regarding the application for a Special use; and
- D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

A.I n the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:

1. The effect of the proposed activity on traffic flow along adjoining streets;
2. The availability, number and location of off-street parking;
3. Protective screening;
4. Hours and manner of operation of the proposed use;
5. Outdoor lighting;
6. Ingress and egress to the property; and
7. Compatibility with surrounding land use.

B.A ny use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

6. How General Standards Are Met:

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met: No negative effect to traffic along Tennessee St. is anticipated.

Standard #2: The availability, location, and number of off-street parking.

How Standard #2 has / will be met: No parking plan has been included with the application. No off-street parking is proposed for customers per the application. The parking area is to be used to park, repair and service vehicles to be sold by Duncan Auto Sales. The parking area likely cannot hold more than 10-12 automobiles based on the approx. 45ft x 70ft dimensions. The applicant responded to this standard with 5-10 automobiles maximum on this site.

Standard #3: Protective screening.

How Standard #3 has / will be met: Not required since redevelopment of the site is not proposed. No residential land uses are adjacent site, currently.

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Information provided by applicant for this standard shows hours of operation will be M-F, 9:30-5:30. Saturday and Sunday will be by appointment only. If the garage is to service only automobiles for Duncan Auto Sales, why are weekend appointments an option?

Standard #5: Outdoor lighting

How Standard #5 has / will be met: It is presumed that existing street lights or building lights are the primary light sources. Applicant states that there are lights on the building.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Access is provided off of Tennessee St.

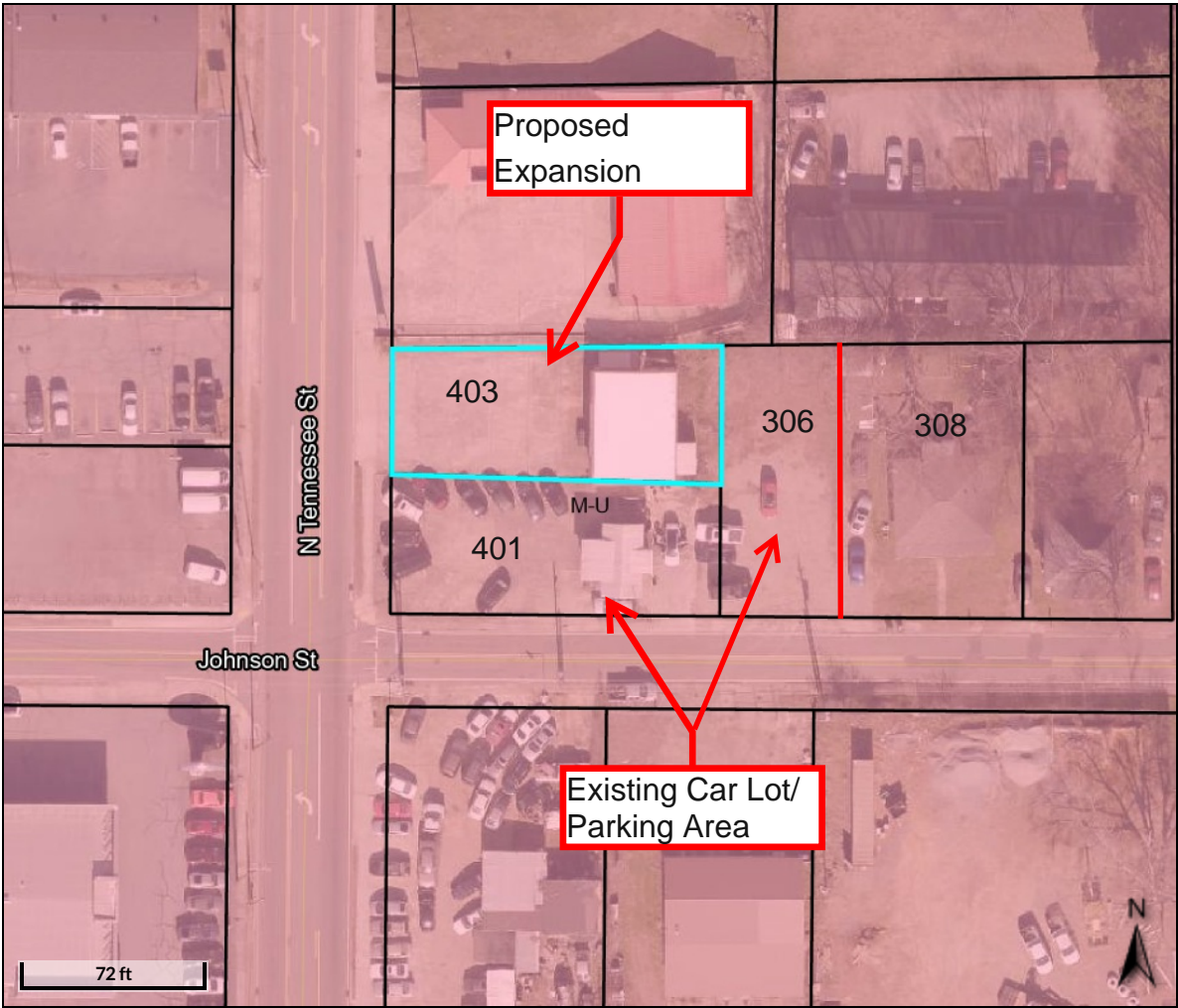
Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: No compatibility conflicts have been identified.

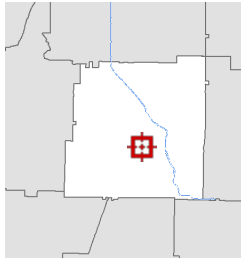
7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

N/A

8. Staff Recommendation: Staff does not oppose the application.



Overview



Legend

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

Parcel ID C004-0001-012
Sec/Twp/Rng n/a

Alternate ID 32600
Class Commercial

Owner Address CLINE SHERRIE C
142 OLD RUDY YORK RD



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

December 6th, 2018

J.C. Waters
P.O. Box 1672
Cartersville, GA 30120

RE: SU18-06: 306 Johnson Street Special Use Permit Approval Letter

Mr. Waters,

This letter serves as verification of the outcome of your Special-Use Permit application, SU18-06, to the City Council to:

Extend a nonconforming use (car lot) onto Johnson Street

The application was **APPROVED** by City Council on December 6th, 2018:

No further action is required regarding this Special Use application.

The next steps in the project approval process require building and site plans to be reviewed and approved by the City of Cartersville. Connor Hooper, 770-607-3947 and chooper@cityofcartersville.org, will be the point of contact for the site plan approval process. David Dye, Building Official, will be the point of contact for the building plan review.

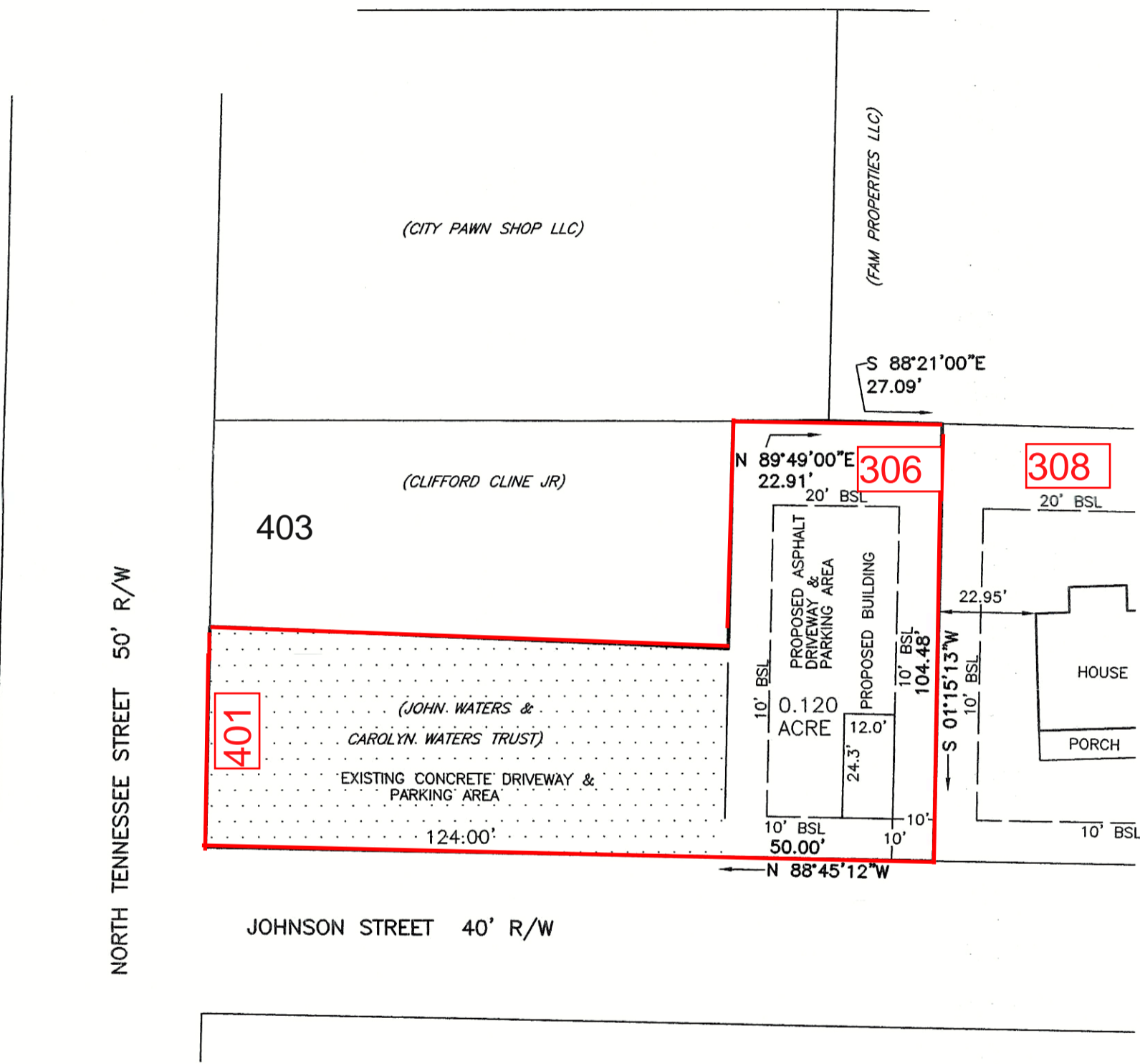
Please contact me with any questions.

Sincerely,

David Hardegree, AICP
City Planner
O. 770-387-5614
dhardegree@cityofcartersville.org

ZONING NOTE

THIS PROPERTY IS ZONED "M-U"
 MULTIPLE USE DISTRICT
 SET BACKS ARE AS FOLLOWS
 FRONT 10 FEET
 SIDE 10 FEET
 REAR 20 FEET



SURVEY FOR
 PROPOSED SITE LAYOUT FOR
**JOHN WATERS &
 CAROLYN WATERS**
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOT 384
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

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

1025.CRD 1025-6.DWG
 FLOOD INSURANCE RATE MAP 13015C0266 G
 DATED SEPT.28, 2007 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

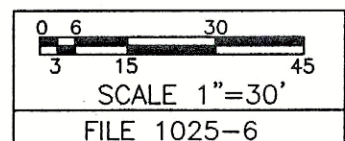
NOTE: IRON PINS ARE (1/2"RE-BAR)
 EXCEPT AS SHOWN.

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



PLAT CLOSURE;
 ONE FOOT IN
 288,000 FEET.
 SEPTEMBER 28, 2018

R/W — RIGHT OF WAY	R — RADIUS LP — LIGHT POLE
IPP — IRON PIN PLACED	-X-X- FENCE
IPF — IRON PIN FOUND	— LAND LOT LINE
CM — CONCRETE MARKER	⊙ — CENTER LINE
CH — CHORD	— POWER LINE
L OR A — LENGTH OF CURVE	PP — POWER POLE



MAG. NORTH



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

September 18, 2013

Randy Wimpy
414 N. Tennessee St
Cartersville, GA 30120

Dear Mr. Wimpy,

This letter serves as verification of the outcome of your special use application to the City Council regarding property at 416 and 420 N. Tennessee Street in Cartersville, Georgia. The result was the following:

File #SU13-04: Special Use application by Randy Wimpy for property located at 416 and 420 N. Tennessee Street (approximately 0.38 acres) to allow expansion of the adjacent existing auto lot onto this property in the M-U zoning district.

APPROVED

Thank you for your time, and let me know if you have any questions.

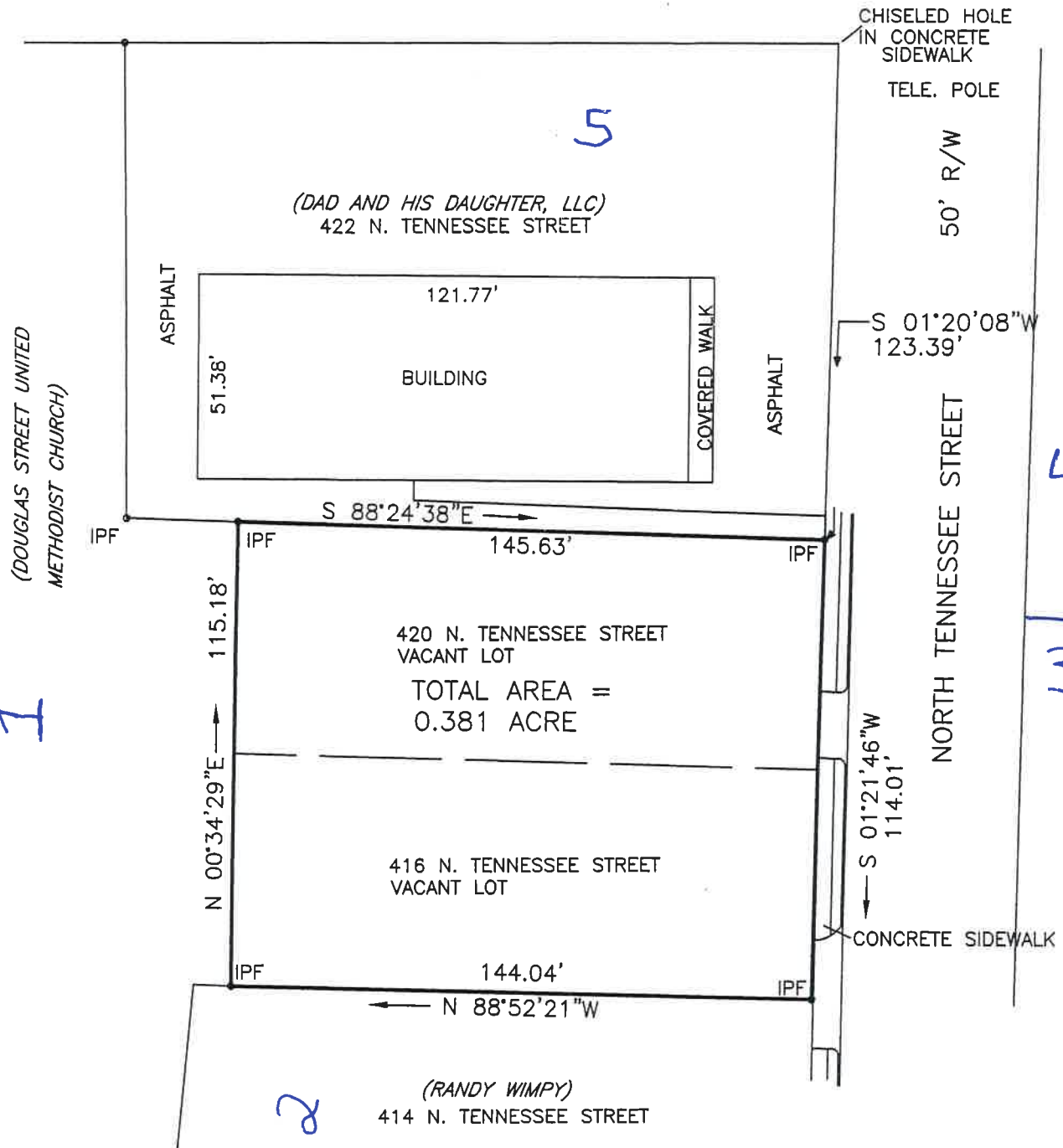
Sincerely,

Richard Osborne, AICP
City Planner

SU13-04

SURVEY FOR
DAD AND HIS DAUGHTER, LLC
PROPERTY IN THE CITY OF CARTERSVILLE,
IN LAND LOT 383, 4th DISTRICT,
3rd SECTION, BARTOW COUNTY, GEORGIA

MARTIN LUTHER KING, JR. DRIVE 35' R/W



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

2623-1.CRD 2623-5.DWG
FLOOD INSURANCE RATE MAP 13015C0266 G
DATED SEPT. 28, 2007 SHOWS THIS PROPERTY
IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2"RE-BAR)
EXCEPT AS SHOWN.

SMITH & SMITH LAND SURVEYORS, P.C.
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457

PLAT CLOSURE;
ONE FOOT IN
50,000 FEET.

MAY 30, 2013

REGISTERED LAND SURVEYOR No. 1803



R/W — RIGHT OF WAY	R — RADIUS LP — LIGHT POLE
IPP — IRON PIN PLACED	-X-X- FENCE
IPF — IRON PIN FOUND	— LAND LOT LINE
CM — CONCRETE MARKER	⊙ — CENTER LINE
CH. — CHORD	— POWER LINE
L OR A — LENGTH OF CURVE	PP — POWER POLE

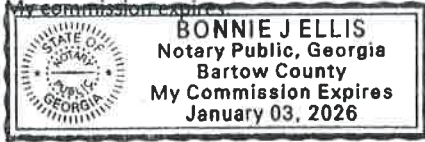


Application for Special Use
City of Cartersville

Case Number: 5023-01
Date Received: 2-16-2023

Public Hearing Dates:

Planning Commission 4-11-2023 5:30pm 1st City Council 4-20-2023 7:00pm 2nd City Council 5-4-2023 7:00pm

Applicant Duncan Auto Sales, Inc. (printed name) Office Phone (770) 334-8026
 Address 401 N. Tennessee St. Mobile/ Other Phone _____
 City Cartersville State GA Zip 30120 Email duncanautosalesteam@gmail.com
 Representative's printed name (if other than applicant) Robert L. Walker, Esq. Phone (Rep) (770) 387-1373
 Representative Signature [Signature] Email (Rep) rwalker@jbwpc.com
 Applicant Signature _____
 Signed, sealed and delivered in presence of:
[Signature] Notary Public 

* Titleholder Sherric C. Cline (titleholder's printed name) Phone _____
 Address 142 Old Rudy York Rd. Email _____
 Signature [Signature]
 Signed, sealed, delivered in presence of:
[Signature] Notary Public 

Present Zoning District M-4 Parcel ID No. _____
 Acreage .14 Land Lot(s) 384 District(s) 4 Section(s) 3
 Location of Property: 403 N. Tennessee Street, Cartersville, GA 30120
 (street address, nearest intersections, etc.)
 Reason for Special Use Request: Applicant desires to use the property to park, repair and service vehicles to be sold by Duncan Auto Sales, Inc.
 (attach additional statement as necessary)

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

SPECIAL USE JUSTIFICATION

The Mayor and City Council, upon review, may authorize a Special Use which is not classified as a permitted use by right in a zoning district.

Zoning Ordinance section 16.3.A

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. *The effect of the proposed activity on traffic flow along adjoining streets;*
2. *The availability, number and location of off-street parking;*
3. *Protective screening;*
4. *Hours and manner of operation of the proposed use;*
5. *Outdoor lighting;*
6. *Ingress and egress to the property; and*
7. *Compatibility with surrounding land use.*

Zoning Ordinance section 16.4 states standards for specific uses – if the use you are applying for has additional standards, these must also be addressed below.

Use applied for:

Parking, Repairing and Servicing vehicles to be sold by Durcan Auto Sales, Inc.

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met:

Traffic flow will not be adversely effected as virtually all operations involving ingress/egress by the public will remain at adjacent property at 401 N. Tennessee St.

Standard #2: The availability, number, and location of off-street parking.

How Standard #2 has / will be met:

There is adequate parking for 5 to 10 vehicles between the building located on the property and N. Tennessee St.

Standard #3: Protective screening.

How Standard #3 has / will be met:

There is no protective screening on the property. However, the building located on the property has 2 service bays with doors that would allow for vehicles to be pulled in and hidden from view while repairs are being performed.

Standard #4: Hours and manner of operation of the proposed use.

How Standard #4 has / will be met:

The manner of operation is the parking, repairing and servicing of vehicles to be sold by Drexon Auto Sales, Inc. Hours are M-F, 9:30 am to 5:30 pm, and Saturdays and Sundays by appointment only.

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

The only outdoor lighting is located on the exterior of the building.

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

There is adequate ingress/egress from N. Tennessee St. Additionally, much of the time the property will be accessed internally from the adjacent property at 401 N. Tennessee St.

Standard #7: Compatibility with surrounding land use.

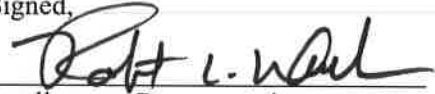
How Standard #7 has / will be met:

The use is compatible with surrounding land uses. In fact, there are identical, larger establishments in the immediate vicinity being used in the same fashion.

Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

Not applicable

Signed,



Applicant or Representative

Feb. 16, 2023

Date

**CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS**

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

Date of Application: Feb. 16, 2023

Date Two Years Prior to Application: Feb. 16, 2021

Date Five Years Prior to Application: Feb. 16, 2018

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

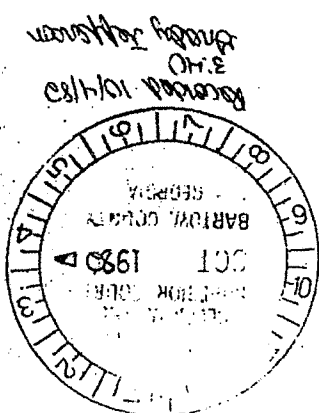
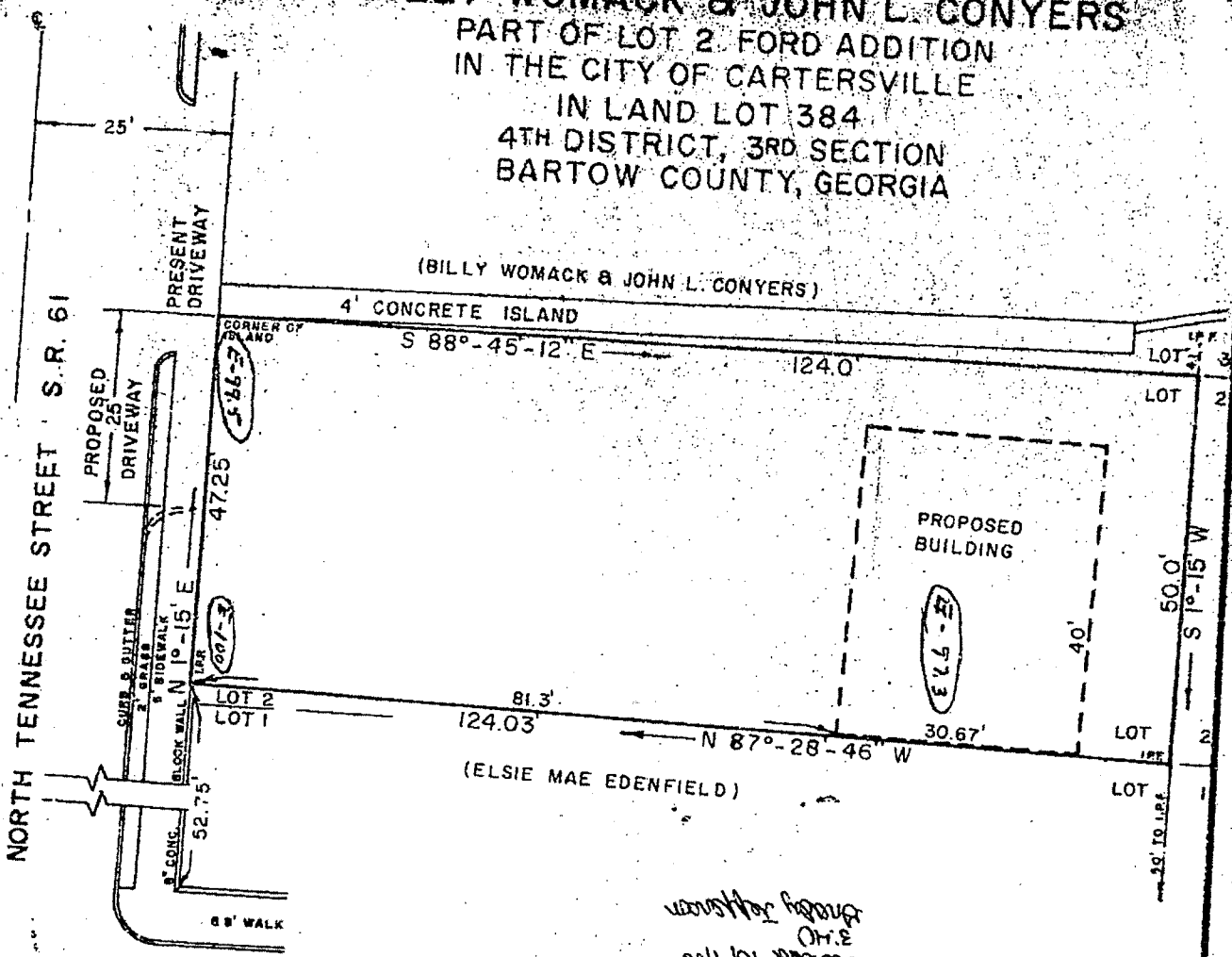
	YES	NO
Mayor: Matt Santini	_____	____ o ____
Council Member:		
Ward 1- Kari Hodge	_____	____ o ____
Ward 2- Jayce Stepp	_____	____ o ____
Ward 3- Cary Roth	_____	____ o ____
Ward 4- Calvin Cooley	_____	____ o ____
Ward 5- Gary Fox	_____	____ o ____
Ward 6- Taff Wren	_____	____ o ____
Planning Commission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

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

Robert L. Walker 2/16/23
Signature Date

Robert L. Walker
Print Name

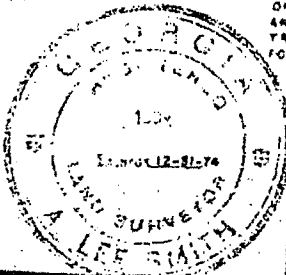
SURVEYED FOR
BILLY WOMACK & JOHN L. CONYERS
PART OF LOT 2, FORD ADDITION
IN THE CITY OF CARTERSVILLE
IN LAND LOT 384
4TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GEORGIA



SMITH & SMITH LAND SURVEYORS, INC.
CARTERSVILLE, GEORGIA

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

A. Lee Smith
REGISTERED LAND SURVEYOR No. 1309



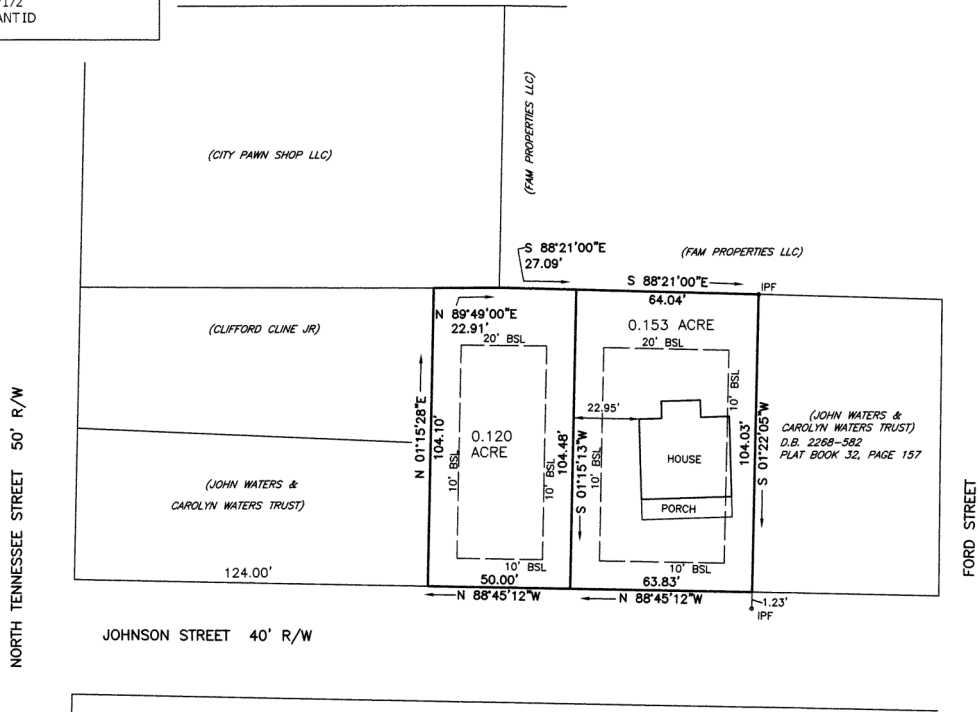
ALL BEARINGS ARE COMPUTED FROM ONE MAGNETIC BEARING AND THE ANGLES OF THE TRAVERSE. THE TRAVERSE HAS A CLOSURE OF 1 FOOT IN 10,000 FEET.

AUGUST 14, 1974

SCALE 1" = 20'
FILE 1035

MAG. NORTH

SPACE FOR CLERK OF SUPERIOR COURT
BK:2018 PG:254-254
P2018000250
 FILED IN OFFICE
 CLERK OF COURT
 08/23/2018 06:55 AM
 MELBA SCOGGINS, CLERK
 SUPERIOR COURT
 BARTOW COUNTY, GA
Melba Scoggins
 2670507172
 PARTICIPANT ID



OWNER'S CERTIFICATE
 The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems, drains and drainage easements, and public places shown are dedicated to the use of the public forever.
John C. Waters 08-15-2018
 Owner Date

SURVEYOR'S CERTIFICATE
 It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.
William C. Smith AUGUST 13, 2018
 Surveyor Date

CITY OF CARTERSVILLE CERTIFICATE:
 In accordance to the City of Cartersville Development Regulations and the City's Zoning Ordinance, all requirements of approval having been fulfilled, this plat was given final approval by the following City personnel on behalf of the City of Cartersville:
 1. *D. H. Hahn* 8-13-18
 Zoning Administrator Date
W. C. Smith 8-22-18
 Water Superintendent Date
 City Engineer Date?

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT BODIES BY ANY PURCHASER OR USER APPROVAL IS OF THIS PLAT AS TO INTENDED USE OF THE PARCEL.

SPACE FOR GOVERNMENT BODY APPROVAL

SURVEY FOR
 PROPOSED LOT SPLIT FOR
**JOHN WATERS &
 CAROLYN WATERS**
 PROPERTY IN THE CITY OF CARTERSVILLE
 IN LAND LOT 384
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

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

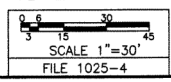
ZONING NOTE
 THIS PROPERTY IS ZONED "M-U"
 MULTIPLE USE DISTRICT
 SET BACKS ARE AS FOLLOWS
 FRONT 10 FEET
 SIDE 10 FEET
 REAR 20 FEET

1025.CRD 1025-4.DWG
 FLOOD INSURANCE RATE MAP 13015C0266 G
 DATED SEPT.28, 2007 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.
 NOTE: IRON PINS ARE (1/2"RE-BAR)
 EXCEPT AS SHOWN.

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

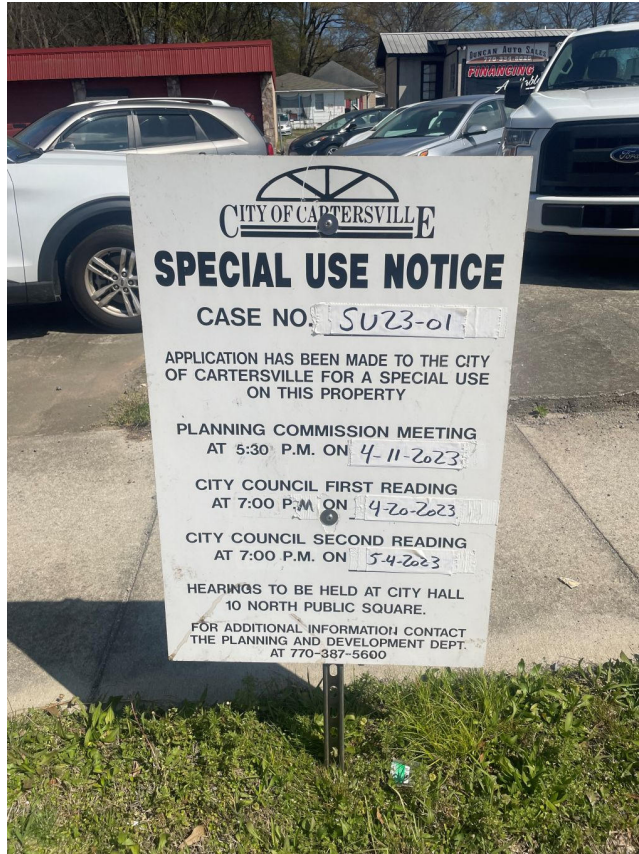


PLAT CLOSURE;
 ONE FOOT IN
 288,000 FEET.
 JULY 20, 2018
 REVISED 08-13-2018



FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.
 TO BE PROPERLY
William C. Smith DATE: 8-13-2018
 WILLIAM C SMITH, GEORGIA REGISTERED LAND SURVEYOR No. 1803
 DATE OF LAST FIELD SURVEY WORK: 8-11-2018







306 Johnson St



306 Johnson St



401 N. Tennessee St



401 N. Tennessee St



403 N. Tennessee St



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Subsurface Exploration and Geotechnical Engineering Evaluation
DEPARTMENT SUMMARY RECOMMENDATION:	Geo-Hydro Engineers will provide geotechnical engineering services and an engineering report for the proposed site of the new CPD firing range building. We are asking for Council approval to enter into this agreement.
LEGAL:	Reviewed by Archer & Lovell

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with **City of Cartersville** has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with **City of Cartersville**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **City of Cartersville** at the time the subcontractor(s) is retained to perform such service.

0486316
EEV/ Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent

Principal
Title of Authorized Officer or Agent of Contractor

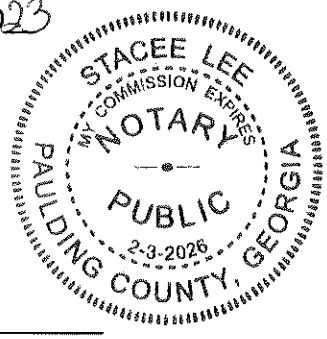
Brian Ingram
Printed Name of Authorized Officer or Agent

Geo-Hydro Engineers, Incorporated
Contractor Name

Same
DBA: Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF April 13, 2023



Notary Public [Signature]
My Commission Expires 2-3-26

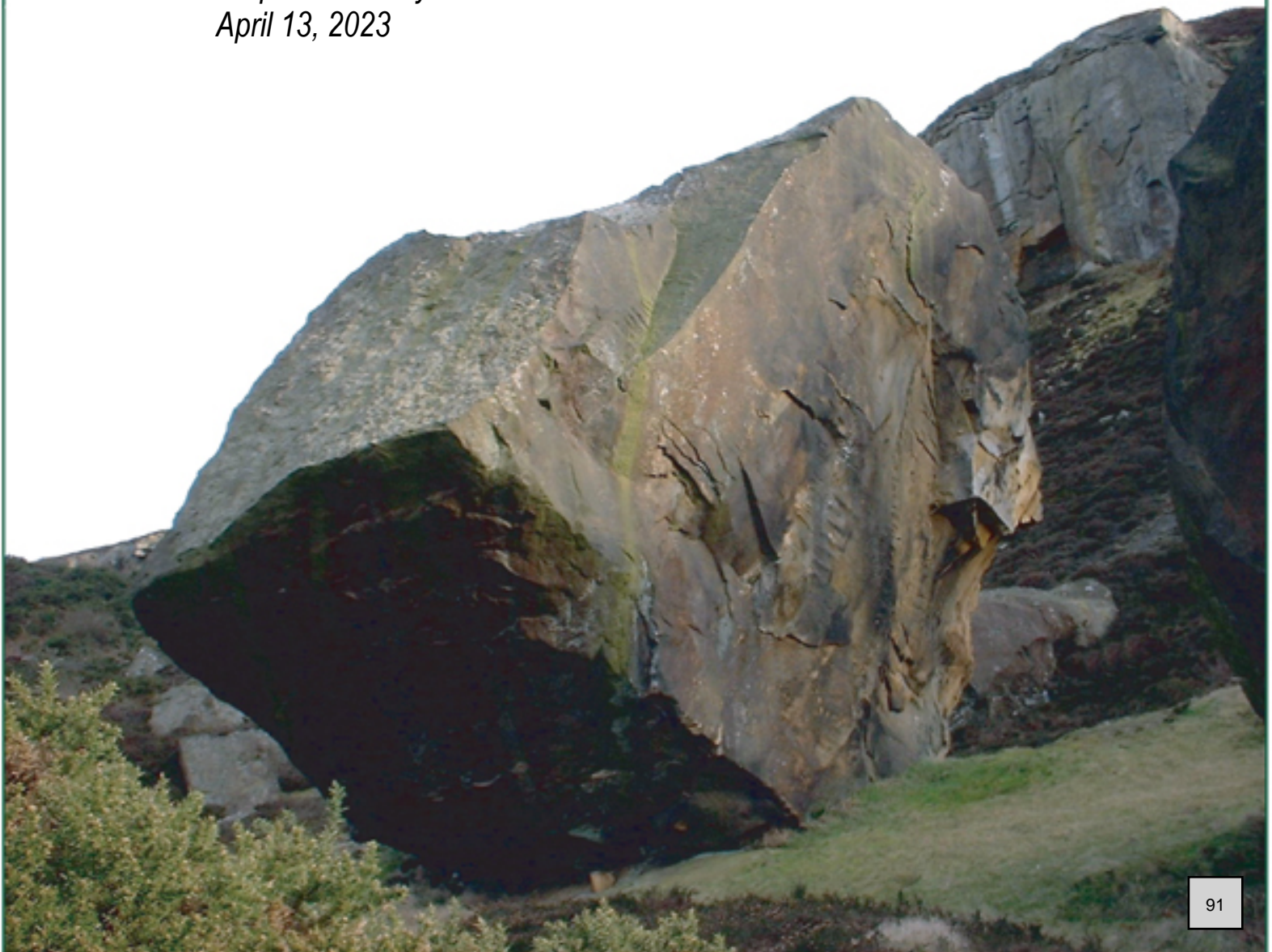
* As of the effective date of O.C.G.A. ' 13-10-91, the applicable federal work authorization program is the AEEV / Basic Pilot Program@ operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation

**New Firing Range Building
Cartersville, Georgia
Geo-Hydro Proposal Number 231571.P0**

*Prepared for City of Cartersville
April 13, 2023*



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

April 13, 2023

**Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation
New Firing Range Building
Cartersville, Georgia
Geo-Hydro Proposal Number 231571.P0**

Dear Mr. Morgan:

Geo-Hydro Engineers, Inc. appreciates the opportunity to present this proposal to provide geotechnical engineering services for the above referenced project. Our understanding of the project is based on our email correspondence with you.

We understand that a new pre-engineered metal building and garage are in the planning stage for the City of Cartersville Firing Range in Bartow County, Georgia. The site plan excerpt below illustrates the general building and garage footprint in yellow. You have indicated that the building will serve as meeting/training space and will house the firing range controls, and the garage will house a SWAT Bearcat and other vehicles/equipment.

The area of the planned construction is currently open and grassed/paved. We have assumed that site grading will involve only the excavation necessary to construct shallow foundations, and up to 5 feet of mass excavation or structural fill to shape the site and achieve proper drainage.

An outline of the exploration is provided in the following section.



SCOPE OF SERVICES

- 1) We will contact Georgia 811 for location of underground utilities. Also, we ask that you provide any available information regarding the location of underground utilities in the project area. Geo-Hydro will not be responsible for damage to unmarked underground utilities. Please see the attached *Underground Utilities Fact Sheet* for more information. If requested, we can engage a private utility locator to sweep the boring locations. The cost of a private utility locator is provided separately in the *Cost Information* section.
- 2) We will perform five machine-drilled test borings within the pre-engineered metal building/garage footprint. The final boring locations will be adjusted based on potential utility conflicts, overhead obstructions, and other access considerations. Standard penetration testing will be performed in accordance with ASTM D1586 in each boring extending to a planned depth of 20 feet or the depth of auger refusal, whichever occurs first. Our lump sum fee allows for a total of **100** feet of soil test boring only.
- 3) We will obtain groundwater readings at the time of the drilling operation. The borings will be backfilled with soil cuttings after the final groundwater check and patched with asphalt where appropriate.
- 4) Samples from the field operation will be physically examined, and a visual classification will be assigned in accordance with the Unified Soil Classification System.
- 5) Test boring records will be prepared which provide standard penetration resistances, soil descriptions, and groundwater conditions. Significant soil strata will be delineated, and partially weathered rock or auger refusal will be identified where encountered.

Engineering Report

We will prepare an engineering report outlining the results of the exploration. We will present evaluations and recommendations concerning the following: site preparation, general foundation recommendations, groundwater elevations and their effect on the proposed construction, and remedial measures necessary to deal with soft or loose soils if they are encountered. More specifically, the report will present the following major sections:

- 1) Project Information: Our understanding of the proposed construction will be presented.
- 2) Exploratory Procedures: The report will describe the methods of subsurface exploration and laboratory testing.
- 3) Site and Subsurface Description: An overview of site conditions will be presented, general geologic conditions for the site will be discussed, and a detailed discussion of the subsurface soil and groundwater conditions will be presented.

- 4) Evaluations and Recommendations: Based upon the field exploration, laboratory testing, and our experience with similar site and subsoil conditions, we will present recommendations for several geotechnical aspects of the project as follows:
- Site Preparation: We will present recommendations for methods of site preparation and any remedial measures that may be necessary. These remedial measures may include methods of dewatering the site, densification of soft and loose surficial soils, etc.
 - Groundwater: We will provide recommendations for control of groundwater during construction and on a permanent basis, if necessary.
 - Excavation Characteristics: We will discuss the anticipated methods necessary to achieve excavation of subsurface materials based on the results of the borings.
 - Reuse of Excavated Materials as Structural Fill: We will discuss the suitability of excavated materials for reuse as structural fill based on visual soil classifications.
 - Structural Fill: We will provide recommendations for achieving high density structural fill.
 - Earth Slopes: We will present general recommendations for temporary construction slopes and permanent earth slopes.
 - Earth Pressure: We will provide recommendations for the calculation of design earth pressure on foundation/retaining walls. Recommendations will include equivalent fluid pressures for design purposes.
 - Foundation Design: We will provide recommendations for foundation design. We will evaluate whether a shallow foundation system is feasible. If intermediate foundations (aggregate piers) are required, we will provide preliminary design recommendations. Additional exploration may be required to develop design recommendations for aggregate piers, piles, or drilled shafts.
 - Seismic Design: We will provide a *Site Class* (International Building Code), mapped spectral response accelerations (S_s , S_1), and design spectral response accelerations (S_{DS} , S_{D1}).
 - Slab-on-Grade Design: We will provide design recommendations for slab-on-grade construction, including a suggested modulus of subgrade reaction.
 - Construction Materials Testing: We will recommend construction materials testing methods for site preparation, foundation excavations, structural fill, etc.
- 5) Appendix: The Appendix will contain test boring records, a test boring plan, laboratory test results, etc.

COST INFORMATION

Based on the Scope of Services outlined above, we will charge the following fees:

Task	Lump Sum Fee
Geotechnical Exploration and Report	\$5,400
Optional Services	Lump Sum Fee
Private Utility Locator Service	\$600

In the event that additional work is required, we will notify you prior to commencing any additional work. The fee for additional work will be negotiated.

We will backfill the borings with soil cuttings after completion and clean up the work areas. Our work may result in some rutting of the ground surface or damage to vegetation. If landscape or cosmetic repairs are necessary, we will hire a landscaping subcontractor. Landscape repair work will be charged at our cost plus 15 percent.

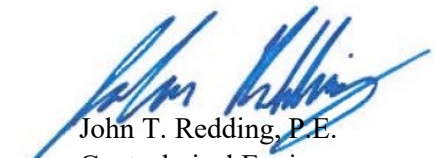
Our backfilled boreholes may present a tripping hazard after completion. We will make reasonable efforts to reduce the ground disturbance caused by the subsurface exploration, but periodic maintenance by the owner to relevel the ground may be necessary after completion of our work. Geo-Hydro will not be responsible for damage to persons or property related to ongoing settlement of the boreholes after completion of our work.

* * * * *

We are pleased to submit this proposal and look forward to the opportunity of working on this project. If this proposal is acceptable, we ask that you execute the attached agreement and return the original to us. If you have any questions concerning this proposal or any of our services, please contact us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.


John T. Redding, P.E.
Geotechnical Engineer
jredding@geohydro.com


Luis E. Babler, P.E.
Chief Engineer
luis@geohydro.com

JTR/LEB/231571.P0 - New Firing Range Building - Bartow County leb

AGREEMENT

Meeting: April 20, 2023 Item 11.

Project Name: New Firing Range Building

Project Location: Cartersville, Georgia

Proposal Number: 231571.P0 Date: April 13, 2023

The Client, as identified and defined below, engages Geo-Hydro Engineers, Inc. to provide the services on the Project as detailed in the proposal previously provided to the Client, the terms of which are incorporated herein and made a part of this Agreement. The general terms and conditions on the following pages are likewise incorporated herein and are explicitly made part of this Agreement.

This Agreement is entered into this _____ day of _____, _____ between

Geo-Hydro Engineers, Inc. (“Consultant”) and _____ (“Client”).

GEO-HYDRO ENGINEERS, INC.

Client Firm Name

Signature of Authorized Agent

Signature of Authorized Agent

Print Name

Print Name and title

Title

Signature of City Clerk

Name of City Clerk (attesting to Mayor’s Signature)

Please complete information in box

Billing Entity Name _____	
Individual to Receive Invoices _____	
Email address _____	Phone No. _____
Street Address _____	
City and State: _____	



TERMS AND CONDITIONS OF SERVICE

Meeting: April 20, 2023 Item 11.

A. STANDARD OF CARE.

Services under this contract will be performed by Consultant in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same locality.

B. CERTIFICATION.

Consultant may employ sampling procedures during the course of the work. Client acknowledges that such procedures indicate actual conditions only at the precise locations and elevations from which samples were taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Consultant shall make certain inferences based on the results of sampling and any related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Consultant cannot guarantee the existence or absence of conditions which it may infer to exist. Client further acknowledges and agrees that Client shall not cause any resolution of a dispute, including, but not limited to, payment or settlement, contingent upon Consultant's certification of certain conditions, without first receiving Consultant's written certification regarding those conditions.

C. WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CONSULTANT MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO CONSULTANT'S WRITTEN REPORTS, FINDINGS, OPINIONS, OR SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Consultant cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Consultant, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Consultant.

Client acknowledges and agrees that Consultant has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Consultant's sole role is to provide a service intended to benefit Client and that Consultant is performing no function at or association with the site that would classify Consultant as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SAMPLING OR TEST LOCATION.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Consultant's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated.

(ii) HAZARDOUS SUBS

Client agrees to advise Consultant, in writing, of any hazardous substances on or near the site within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Consultant agrees to contain such materials in a manner approved by Consultant both during and at the completion of Consultant's field activities. Client understands and agrees that Client, and not Consultant, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Consultant's exploratory activities.

(iii) DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Consultant to take immediate measures to protect human health, safety, or the environment. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Consultant to take any and all measures that in Consultant's professional opinion are justified to preserve and protect the health and safety of Consultant's personnel, and Client agrees to compensate Consultant for the additional cost of such work. In addition, Client waives any claim against Consultant, and agrees to indemnify, defend, and hold Consultant harmless from any claim or liability for injury, loss or perceived loss arising from Consultant's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

E. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Consultant will perform on Client's behalf, Client hereby waives any claim against Company, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of such claim, including, but not limited to, any attorneys' fees and expenses incurred by Consultant, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

F. SAMPLES, DATA AND RECORDS.

Consultant shall be the sole owner of any and all data gathered by Consultants or reports prepared by Consultant. No entity or individual, other than Consultant, its representatives, or Client, may use or rely upon any data collected by Consultant or reports prepared by Consultant. Except as expressly set forth in this Agreement, Consultant and Client do not intend the benefits of this Agreement, including, but not limited to, the samples, data, and records created by Consultant, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or

cause of action in favor of any such third party, against either Consultant or Client. Samples, data and records are subject to Georgia Open Records Law.

Routine test specimens will be discarded immediately upon completion of tests. Consultant shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Consultant's report to Client. If Client requests a longer period of storage, Consultant will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Consultant for at least three (3) years following completion of Consultant's services.

G. ENTRY.

Client shall provide Consultant, its representatives, and equipment with right of entry on to the Project site. Consultant will endeavor to minimize damage to the land upon which the project is located, however Consultant shall not be under any duty or responsibility whatsoever to restore the Project site to its condition prior to performance of any tests or borings unless a separate agreement to do so is acknowledged in writing with Client. Unless otherwise indicated, Consultant's scope of service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client hereby acknowledges that, unless some other arrangement is made in writing between Client and Consultant, Consultant cannot be held liable for any injuries or damages that may occur for Consultant's failure to perform services not included in the Proposal or this Agreement. Client further acknowledges that testing operations may result in damage to certain landscaping or improvements, due to the tests themselves, disposal of cuttings or ground water, movement of equipment, or due to other cause(s) that can commonly occur and are outside Consultant's control. Consultant will attempt to avoid causing damage, but Client understands and acknowledges that Consultant cannot guarantee damage will not occur and, accordingly, Client agrees to waive any claim against Consultant and to hold harmless, indemnify, and defend Consultant for any claim alleging injury or damage as a consequence of unfilled exploration holes on the site or any other disturbance to natural conditions of or any improvements on the site. Any costs of such restoration shall be added to our compensation pursuant to an agreed-upon price and terms set forth in a separate written agreement entered into between Consultant and Client.

H. FIELD MONITORING AND TESTING.

Whenever Consultant's personnel make on-site observations of materials and/or services provided by a contractor engaged by Client (the "Contractor"), Client agrees that Consultant is not responsible for the Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Consultant shall not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Consultant to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that our personnel are observing placement of all materials or that we assume any responsibility or liability for placing or directing placement of materials.

I. SAFETY.

During the provision of observations or monitoring services at the job site during construction, Client agrees that in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and are not limited to normal working hours. Any monitoring of the contractor's procedures conducted by

Consultant does not include review of Meeting: April 20, 2023 Item 11. measures in, on, adjacent to, or near the construction site.

J. FREEDOM TO REPORT.

It is contemplated that, during the course of this engagement, Consultant may be required to report on the past or current performance of others engaged or being considered for engagement directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims of libel or slander against Consultant and its present or former principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys (the "Consultant Representatives"). To help create an atmosphere in which Consultant's personnel feel free to express themselves candidly, Client agrees (1) to waive any claim against the Consultant Representatives and (2) to defend, indemnify, and hold harmless the Consultant Representatives from any claim or liability for injury or loss allegedly arising from professional opinions rendered by Consultant to Client or Client's agents, including, but not limited to, claims for slander or libel. Client further agrees to compensate the Consultant Representatives for any time spent or expenses incurred by the Consultant Representatives in defense of any such claim, in accordance with Consultant prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Consultant may be required by local, state, and/or federal statute and/or regulations to report the discovery of hazardous materials to a government agency, and that Consultant, when practical, will do so only after notifying Client. Client waives any cause of action, claim, suit, or demand associated with Consultant's compliance with its duties to report as required by local, state, and/or federal laws and regulations.

K. PAYMENT.

Client agrees to pay Consultant in full for all services provided by Consultant to Client. Time is of the essence regarding payment of Consultant's invoices. Client's obligation to pay Consultant is not dependent upon Client's ability to obtain financing, approval of any governmental or regulatory agency, or upon Client's successful completion of the Project. Consultant reserves the right to submit progress invoices to Client on a monthly basis and a final invoice upon completion of Consultant's work. Each invoice is due and payable to Consultant, by Client, immediately upon presentation. All amounts due to Consultant and not paid within thirty (30) days of the presentation of the invoice shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law) until paid in full.

If any obligation of Client hereunder is collected by legal proceeding, including, but not limited to, a demand letter, lawsuit, arbitration, and/or mediation, Client shall pay to Consultant, in addition to the amount due, all Costs of Collection (as defined below), including, but not limited to, fifteen percent (15%) of the total amount due by Client to Consultant as reasonable attorney's fees as well as all costs incurred by Consultant if the legal proceeding does not result in a lawsuit or arbitration proceeding, and thirty percent (30%) of the total amount due by Client to Consultant as reasonable attorneys' fees as well as all court costs incurred by Consultant if the legal proceeding results in a lawsuit or arbitration proceeding. "Costs of collection" shall include, but are not limited to, the hourly cost to Consultant for employee's time expended in collection efforts.

L. TERMINATION.

In the event that Client requests termination of the work prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place Consultant's files in order and to complete a report on the work performed to date. Client acknowledges and agrees that the amount of damages that Consultant will sustain in the event Client terminates this Agreement prior to Consultant's completion of its work required by the proposal and this Agreement will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Agreement prior to Consultant's completion of the work required by the proposal and this Agreement, Client shall be liable to Consultant for liquidated damages in the amount equal to thirty percent (30%) of all charges incurred as of the date of Client's termination of the Agreement (the "Liquidated Damages")

acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Consultant.

M. PROFESSIONAL LIABILITY.

Client agrees that the liability of Consultant and its principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys, to Client due to any negligent professional acts, errors or omissions, or breach of contract will be limited to an aggregate of \$500,000.00.

Consultant does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Consultant's performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Consultant is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Consultant's recommendations or instructions.

N. INDEMNIFICATION.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

O. CONFIDENTIALITY.

Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's principals and employees, any data or information not previously known to and generated by Consultant or furnished to Consultant and marked CONFIDENTIAL by Client ("Confidential Information"). These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim. City of Cartersville agreements are subject to Georgia Open Records Law.

P. NON-CIRCUMVENTION. (DELETED)

Q. GOVERNING LAW; VENUE.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed and construed by the laws of the State of Georgia, and Venue shall lie in the State of Georgia, Bartow County, for all causes of action under this Agreement.

R. SEVERANCE; SURVIVAL.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

S. EXECUTION.

This Agreement may be executed in Meeting: April 20, 2023 Item 11. in original, but all of which shall together constitute one document. In the event one or more of the parties intends to sign and deliver this Agreement by facsimile transmission, ".pdf", or "jpeg," each party agrees that the delivery of the Agreement by facsimile, ".pdf", or "jpeg" shall have the same force and effect as delivery of original signatures, and each party may use such facsimile, ".pdf", or "jpeg" signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

T. REPRESENTATIONS.

Client represents and warrants that it has full authority to enter into this Agreement and to consummate the transactions contemplated herein, and that this Agreement is not in conflict with any other Agreement to which Client is a party or by which it may be bound.

U. MISCELLANEOUS.

This instrument constitutes the entire agreement of the parties. There are no terms or conditions except those set forth herein. This Agreement may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Agreement and specifies the amendment made. No waiver of any breach of this Agreement shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Agreement is governed by the laws of the State of Georgia.

Underground Utilities Fact Sheet

Geo-Hydro's work often includes drilling below the ground surface to evaluate subsurface materials. One of our biggest concerns is that we may accidentally encounter underground utilities which may create a safety hazard for our personnel and others or result in a loss of service. Location of underground utilities prior to our work is important to all parties. Unfortunately, location of underground utilities is a difficult task, and accurate location of underground utilities is often not possible.

Geo-Hydro is required by Georgia law to contact the Utilities Protection Center (UPC) prior to drilling. The UPC requires at least 72 hours prior notification. The UPC contacts member utilities, and the member utilities dispatch utility locators. Normally the utility locators will not locate underground utilities on private property, and will only locate utilities from the main service line to the property owner's meter. It is not uncommon for utility locators to improperly locate underground utilities for a variety of reasons.

Geo-Hydro requires that the property owner provide clearly marked locations on the ground of any underground utilities in the work area. If necessary, Geo-Hydro can refer the owner to companies that provide underground utility location services. Alternatively, Geo-Hydro can hire the utility location company and pass this cost through to our client.

Private underground utility location companies do not guarantee that they have located all underground utilities or that underground utilities have been accurately located. In fact, some underground utilities (e.g., irrigation lines, non-metallic lines, etc.) simply cannot be located using non-destructive techniques.

Geo-Hydro will make reasonable efforts to avoid damaging underground utilities that are clearly marked in the field. Due to the uncertainties of locating underground utilities, Geo-Hydro cannot be responsible for damage to unmarked underground utilities. Since Geo-Hydro's work is being performed for the benefit of its client, the client must accept the risk that Geo-Hydro's work could result in damage to underground utilities. As such, it is ordinarily the responsibility of Geo-Hydro's client to accept the responsibility for repairing damage to unmarked underground utilities unless that responsibility has clearly been transferred to another party.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Right of Entry on Parcel #C064-0001-001
DEPARTMENT SUMMARY RECOMMENDATION:	The Right of Entry grants those listed the right to clear debris and remove dead trees on Parcel #C064-0001-001 which is located directly behind their properties.
LEGAL:	N/A

RIGHT OF ENTRY

**STATE OF GEORGIA
BARTOW COUNTY**

The **CITY OF CARTERSVILLE, GEORGIA** (hereinafter “**City**”), in consideration of the sum of ten Dollar (\$10.00) to each of us in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to **JAMES MATTHEW GREEN, KYRA ALEXANDRA GREEN, JOHN CLAYTON, and RICKY STEPP** (hereinafter collectively “**Grantee**”), his agents, contractors and assigns, the right to clear debris and remove dead trees, on the City property known as Bartow County Tax Parcel C064-0001-001, directly behind Grantee’s properties, as shown and depicted on Exhibit “A” (the “**Property**”), subject to the following terms and conditions:

A. The non-exclusive right of ingress, egress and regress over the Property is for the purposes of clearing debris and removing dead trees.

B. This Right of Entry commences upon the execution by both parties and expires forty-five (45) days from the date of signing by the last party, or upon written notification by either party that said Right of Entry is to be terminated. Upon written notice, this Right of Entry will be terminated upon the passing of five (5) days.

C. **Grantee** hereunder shall indemnify and hold harmless **City**, its members, managers, officers, agents, employees, successors and assigns, from and against all liens, claims of lien, losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses, including reasonable attorney’s fees and costs incurred by **City** which result from injury or damage to persons or property caused by **Grantee’s** or **Grantee’s** agents, contractors or representatives exercise of the right of entry set forth herein. This indemnity shall not extend to, and **City** hereby releases **Grantee** from liability for, any claims or actions resulting from or related to the negligence or intentional misconduct of **City**, its agents, contractors or employees.

THIS AGREEMENT is made this _____ day of _____, 2023.

Signed, sealed & delivered in my presence this _____ day of _____, 2023. **CITY OF CARTERSVILLE, GEORGIA**

By: _____(SEAL)
Matthew J. Santini, Mayor

Witness

Attest: _____(SEAL)
Julia Drake, City Clerk

Notary Public
My Commission Expires: _____

(SEAL)

-SIGNATURES CONTINUED-

GRANTEE:

Signed, sealed & delivered in my presence this
_____ day of _____, 2023.

James Matthew Green

Witness

Kyra Alexandra Green

Notary Public
My Commission Expires:_____

(SEAL)

Signed, sealed & delivered in my presence this
_____ day of _____, 2023.

John Clayton

Witness

Notary Public
My Commission Expires:_____

(SEAL)

Signed, sealed & delivered in my presence this
_____ day of _____, 2023.

Ricky Stepp

Witness

Notary Public
My Commission Expires:_____

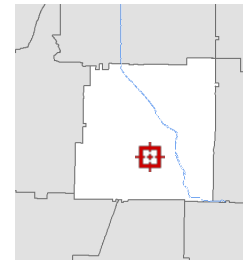
(SEAL)

EXHIBIT "A"



Meeting: April 20, 2023 Item 12.



Overview



Legend

-  Parcels
-  Roads

Parcel ID	C064-0001-001	Alternate ID	36734	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	INDIAN MOUNDS RD	Acreage	61.37		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 739-740-773-812 D 4 DELLINGER PARK & POND <i>(Note: Not to be used on legal documents)</i>				

Date created: 3/9/2023
Last Data Uploaded: 3/8/2023 10:24:52 PM

Developed by  **Schneider**
GEOSPATIAL



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Actual Cost Agreement and Resolution
DEPARTMENT SUMMARY RECOMMENDATION:	<p>On September 15, 2022, the City Council approved an Actual Cost Utility Agreement with the Georgia Department of Transportation (GDOT) whereas GDOT has agreed to reimburse the City those costs associated with the relocation of existing natural gas facilities within a prescribed easement in conflict with the S.R. 293/Kingston Highway at the Dykes Creek road construction project. GDOT has since revised the Actual Cost Utility Agreement by adding language associated with the Buy America requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) Build America, Buy America Act (BABAA).</p> <p>The Gas System recommends Council approval for this revised Actual Cost Utility Agreement with GDOT in the reimbursable amount of 9.82% of the total construction cost associated with the relocation of these existing natural gas facilities estimated to be approximately \$28,614.99.</p> <p>The Gas System also recommends Council approval of a Resolution authorizing the City Clerk and Mayor to execute the revised Agreement with GDOT.</p>
LEGAL:	Approved by the City Attorney

Memorandum

To: Michael Dickson, Gas System Director

From: Brian Friery, Assistant Gas System Director

Date: March 21, 2023

RE: Natural Gas Main Relocation
S.R. 293/Kingston Highway at
Dykes Creek 0015544
Cartersville Project No. CP-21-001

By Council Meeting dated September 15, 2022, the City Council approved entering an Actual Cost Utility Agreement prepared by the Georgia Department of Transportation whereas the Georgia Department of Transportation has agreed to reimburse the City those costs associated with the relocation of existing natural gas facilities within a prescribed easement in conflict with the above referenced road construction project. The Georgia Department of Transportation has since revised the Actual Cost Utility Agreement by adding language associated with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) BUILD AMERICA, BUY AMERICA ACT (“BABA”).

Attached, therefore, is a revised Actual Cost Utility Agreement prepared by the Georgia Department of Transportation whereas the Georgia Department of Transportation has agreed to reimburse the City those costs associated with the relocation of existing natural gas facilities. By this Agreement, the City also agrees to abide by the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) BUILD AMERICA, BUY AMERICA ACT (“BABA”).

The Gas System recommends Council approval for the City to enter this revised Actual Cost Utility Agreement with the Georgia Department of Transportation in the reimbursable amount of 9.82% of the total construction cost associated with the relocation of these existing natural gas facilities estimated to be approximately \$28,614.99. The Gas System also recommends Council approval of a Resolution authorizing the City Clerk and Mayor to execute this revised Actual Cost Utility Agreement with the Georgia Department of Transportation.

This Actual Cost Utility Agreement has been reviewed by the City Attorney’s office with no exceptions provided.



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

Meeting: April 20, 2023 Item 13.

March 16, 2023

Honorable Mayor Matt Santini
City of Cartersville Gas System
1 N Erwin Street
P. O. Box 1390
Cartersville, GA 30120

Subject: **Project No. N/A, Floyd County**
P.I. No. 0015544
Actual Cost Agreement Undated – Natural Gas Facilities

Dear Honorable Mayor Santini:

Attached is an electronic counterpart of an undated Actual Cost Utility Agreement between the City of Cartersville Gas System and the Georgia Department of Transportation supported by an estimate for **\$291,395.00** of which the Department will bear **\$28,614.99** or **9.82%** and the City of Cartersville Gas System shall bear **90.18%** or **\$262,780.01**. The Agreement covers the adjustment of the City of Cartersville Gas System natural gas facilities in conflict with the above project. The Agreement will be dated upon execution on behalf of the Department.

If the attached Agreement meets with your approval, please handle for execution on behalf of the City of Cartersville Gas System and **return three (3) counterparts** to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of the City of Cartersville Gas System is required to be affixed to each counterpart in compliance with instructions from our Attorney General’s Office.

The Agreement includes in paragraph 5 the new BUY AMERICA requirements by the Federal Government, the BUILD AMERICA, BUY AMERICA ACT (“BABA”) set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this project. Under BABA all construction materials furnished for permanent incorporation into the work on this project shall be manufactured in the United States.

Also, please provide the City of Cartersville Gas System’s Federal Employee Identification Number (FEIN) in the blank shown on page 6 of the Agreement. This number is needed in order for the Department to make payment on your bill when it is submitted.

Mayor Matt Santini
Project No. N/A, Floyd County
P.I. No. 0015544
Actual Cost Agreement Undated – Natural Gas Facilities
March 16, 2023; Page 2 of 2

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by e-mail at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Enclosure:

cc: Grant Waldrop, P.E., District 6 Engineer
Jennifer Deems, District 6 Utilities Manager
Jasmine Chatman, Project Manager
Abdulvahid Munshi, Utility Coordinator
Frantz Boileau, Utilities Preconstruction Specialist

STANDARD UTILITY AGREEMENT
ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

GEORGIA PROJECT No.: N/A, Floyd County
G.D.O.T. P.I. No.: 0015544

THIS AGREEMENT, made this _____,
by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and **City of Cartersville**, hereinafter called the LOCAL AGENCY, second party; and

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project **to replace the bridge on State Route 293 over Dykes Creek in Floyd County**, Georgia with its funds or with funds apportioned to the State by the Federal Highway Administration under Title 23, Highways, of the Code of Federal Regulations (CFR); and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments of the existing natural gas facilities of the LOCAL AGENCY in accordance with the detailed cost estimate for **\$291,395.00** prepared by the LOCAL AGENCY, attached hereto and made a part of this Agreement. The DEPARTMENT shall bear **\$28,614.99** or **9.82%** and the LOCAL AGENCY will bear **\$262,780.01** or **90.18%**; and

WHEREAS, said construction being the location and improvement of said road and the LOCAL AGENCY having its facilities presently located upon an easement with rights to install, operate and maintain such facilities on the rights-of-way thereof which were acquired prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the highway construction plans for this project, a copy of said plans in pertinent part being attached hereto, it is desired that the LOCAL AGENCY adjust its facilities within the existing easement or move to the new location as shown on said plans and relinquish such existing easement rights as it may have on the present location and accept in lieu thereof the easement rights hereinafter stated.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no affect whatsoever on any of the other terms of this Agreement.

2. The LOCAL AGENCY hereby relinquishes its existing easement rights on

ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

the present location as shown on said plans where its facilities are to be moved and accepts from the DEPARTMENT in lieu thereof the easement right to install, operate and maintain its facilities along and across such rights-of-way at the new location shown on said plans as a full and complete consideration for the relinquishment and extinguishment of its presently existing rights. It is understood by the LOCAL AGENCY that the installation, operation and maintenance of its facilities shall be in accord with the current edition of the Utility Accommodation Policy and Standards Manual issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. If necessary to adjust such facilities on future construction and maintenance work, then the cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

3. The LOCAL AGENCY, with its regular construction or maintenance crews and personnel, and at its standard schedule of wages and working hours, and working in accord with the terms of its agreements with such employees, shall make such changes in its facilities as may be necessary to permit the construction of the project and as may be required by the DEPARTMENT. The LOCAL AGENCY may let to contract any portion of the work contemplated subject to prior approval according to the terms and conditions contained in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The LOCAL AGENCY agrees to obtain prior approval from the DEPARTMENT before authorizing any contract engineering or construction work by third parties, except as may be shown in the detailed cost estimate attached hereto.

4. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

5. In addition to the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) outlined in Section 4 above, the BUILD AMERICA, BUY AMERICA ACT (“BABA”) set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this project. Under BABA all construction materials furnished for permanent incorporation into the work on this project shall be manufactured in the United States. The White House Office of Management and Budget (OMB) Memorandum M-22-11, *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*, defines a “construction material” as an article, material, or supply that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Items excluded from construction materials under OMB Memo M-22-11 are: items of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

a. Items that consist of two or more of the above-listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the above-listed construction materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. Manufactured products that do not contain steel and iron components are not subject to BUY AMERICA requirements as set forth under Section 4 above.

b. The BUY AMERICA preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to this project. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of this project (e.g., temporary aluminum scaffolding). Additionally, the BUY AMERICA preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project but are not permanently affixed to the project or an integral part of the structure (e.g., movable chairs, desks, or computer equipment).

c. A Certificate of Compliance shall be furnished for Construction Materials, as part of the backup information with the billing and on material furnished according to the actual cost account agreement. The form for this certification entitled “Build America, Buy America Certificate of Compliance for Construction Materials” is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the COMPANY and the DEPARTMENT for this certification shall include a signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the construction materials affirming that all manufacturing, to include at least the final manufacturing process and the immediately preceding manufacturing

ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

stage has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the construction materials or nonpayment of the work.

6. The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the LOCAL AGENCY shall submit one final bill to the DEPARTMENT and the DEPARTMENT shall make a conditional final payment promptly upon verification of the final bill by the DEPARTMENT. The total liability of the DEPARTMENT shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as set forth in the aforesaid Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. At any time within three years after the date of the conditional final payment the DEPARTMENT may audit the cost records and accounts of the LOCAL AGENCY pertaining to this project and will bill the LOCAL AGENCY any amount of any unallowable expenditure made in the conditional final payment of this Agreement or, if no unallowable expenditure is found, notify the LOCAL AGENCY of that fact in writing. If the LOCAL AGENCY does not pay any such bill within thirty days of receipt of the bill from the DEPARTMENT, the DEPARTMENT may set-off the amount of such bill against the amounts owed the LOCAL AGENCY on any then-current agreement between the LOCAL AGENCY and the DEPARTMENT. For audit purposes, the cost records and accounts of the LOCAL AGENCY pertaining to this project shall be made available to the representatives of the DEPARTMENT or the Federal Highway Administration at the General Office of the LOCAL AGENCY during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the LOCAL AGENCY.

7. The LOCAL AGENCY expressly agrees that the DEPARTMENT may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State or Federal audit as unallowable expenditure in any agreement between the LOCAL AGENCY and the DEPARTMENT on which a conditional final payment has been made.

8. The DEPARTMENT shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the LOCAL AGENCY shall be required or that an increase in cost anticipated will be incurred by the LOCAL AGENCY, a written change or extra work order approved by the DEPARTMENT will be required as provided in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The amount of the detailed cost estimate attached hereto will be allotted from available funds and written notice given to the LOCAL AGENCY by the DEPARTMENT before the LOCAL AGENCY is authorized to proceed with the work to be performed by the LOCAL AGENCY under this Agreement.

9. The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the LOCAL AGENCY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed, the DEPARTMENT may consider payment made up to one year following completion of the work to be final.

ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

10. It is mutually agreed that the final cost of the changes in the facilities of the LOCAL AGENCY covered by the detailed cost estimate shall be borne by the LOCAL AGENCY and the DEPARTMENT on the percentage basis indicated in said estimate.

11. The LOCAL AGENCY shall be responsible for providing signing and other traffic control measures during construction in accordance with the Manual on Uniform Traffic Control Devices, current edition, and as required by the DEPARTMENT'S engineer.

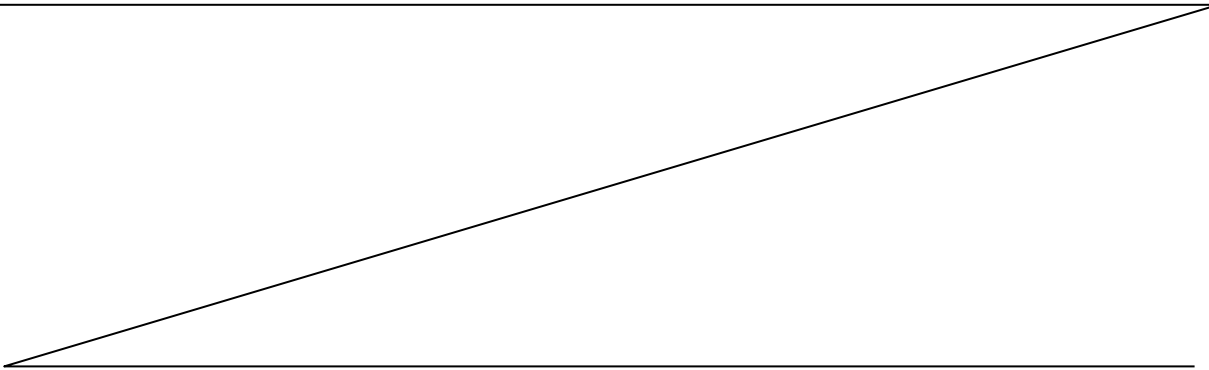
12. The DEPARTMENT agrees to notify the LOCAL AGENCY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which shall clearly set forth at which stage of the Contractor's operations the LOCAL AGENCY will need to perform its removal, relocation and adjustment work. Further, the work covered under this Agreement shall be completed in conjunction with the approved Work Plan submitted by the LOCAL AGENCY and no later than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the LOCAL AGENCY in writing of this final completion date.

13. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

14. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

15. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

16. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.



STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

CITY OF CARTERSVILLE

BY: _____
MAYOR

Signed on behalf CITY OF CARTERSVILLE pursuant to resolution dated

FEIN 58-6000534

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT No.: N/A
COUNTY: Floyd
P.I. No.: 0015544
DATE: March 16, 2023

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

RESOLUTION

STATE OF GEORGIA

CITY OF CARTERSVILLE

BE IT RESOLVED by the MAYOR of the CITY OF CARTERSVILLE, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, FLOYD COUNTY, P.I. No. 0015544, to replace the bridge on State Route 293 over Dykes Creek in Floyd County and that the Honorable Matt Santini as Mayor of the City of Cartersville and Julia Drake, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the MAYOR of THE CITY OF CARTERSVILLE.

Passed and adopted, this the _____ day of _____, 20__.

ATTEST:

CITY CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF CARTERSVILLE

I Julia Drake, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor of the CITY OF CARTERSVILLE.

WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY: _____
CITY CLERK

**GEORGIA DEPARTMENT OF
TRANSPORTATION BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date _____, 20_____

WE, _____
City of Cartersville

(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

PROJECT NO. N/A, P.I. NO. 0015544, TO REPLACE THE BRIDGE ON STATE ROUTE 293 OVER DYKES CREEK IN FLOYD COUNTY, GEORGIA.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization) Mayor

Subscribed and sworn to before me this _____ day of _____

Notary Public/Justice of the Peace

My Commission Expires: _____



Original 12/22/2022

**BUILD AMERICA, BUY AMERICA
CERTIFICATE OF COMPLIANCE
FOR CONSTRUCTION MATERIALS**

Date _____, 20_____

We, _____
City of Cartersville
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the “BUILD AMERICA, BUY AMERICA” (“BABA”) requirements of the Infrastructure Investment and Jobs Act (“IIJA”), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

PROJECT NO. N/A, P.I. NO. 0015544, TO REPLACE THE BRIDGE ON STATE ROUTE 293 OVER DYKES CREEK IN FLOYD COUNTY, GEORGIA.

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by _____ Title Mayor
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public/Justice of the Peace
My Commission Expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF CARTERSVILLE
Solicitation/Contract No. / Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0015544, FLOYD COUNTY, TO REPLACE THE BRIDGE ON STATE ROUTE 293 OVER DYKES CREEK.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

109605
 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)

April 21, 2008
 Date of Authorization

City of Cartersville
 Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Matt Santini
 Printed Name (of Authorized Officer or Agent of Contractor)

Mayor
 Title (of Authorized Officer or Agent of Contractor)

 Signature (of Authorized Officer or Agent)

 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

 Notary Public

[NOTARY SEAL]

My Commission Expires: _____

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**PROJECT No.: N/A, Floyd County
P.I. No. : 001544**

PROTECTION OF UTILITY INTERESTS

CITY OF CARTERSVILLE

City of Cartersville, is the owner and operator (also herein after referred to as Facility Owner) of natural gas facilities crossing over or along the project on State Route 293 over Dykes Creek in Floyd County, Georgia.

All reference to liability, indemnification, insurance, etc. in this special provision shall apply only to those Natural Gas facilities located in the required right-of-way areas along **State Route 293 from Station 106+38 to Station 108+06 and Station 98+30 to Station 115+40**, these areas having been acquired by the Department.

The Department hereby notifies the contractor to fully inform his employees, agents or subcontractors of the Official Code of Georgia annotated section 46-3-32 et seq. (safeguards against contact with high voltage lines) and the rules and regulations of the State of Georgia section 300-3-7.01 et seq. (high voltage act). The contractor, his employees, agents and subcontractors shall at all times observe and comply with said act and regulations.

The contractor shall and does hereby agree to indemnify, save harmless and defend The Facility Owner from the payment of any sum of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by the contractor, his employees, agents or subcontractors or in any attributable to the performance and prosecution of the work herein contract for, including (but without limiting the generality of the foregoing), all claims for injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs investigation and of defense.

The contractor hereby waives and relinquishes any right of subrogation it might have against the Facility Owner under the provisions of the Workmen's Compensation Act of Georgia or of any other State on account any injury to its employees or sub-contractor caused in whole or in part by The Facility Owner's transmission facilities. The contractor further agrees that it will require its workmen's compensation insurer, if any, to likewise waive and relinquish such subrogation rights.

I. Insurance

Office of Utilities

August 22, 2022

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specification, the contractor will be required to furnish and maintain policies of insurance covering:

- (1) The legal liability of the contractor, and his sub-contractors under the Georgia Workmen's Compensation Act for claims for personal injuries and death to employees engaged in the work.
- (2) The legal liability (including contractual) of the contractor, and his sub-contractors who may be engaged in the work, for claims of damages for personal injuries or for death resulting therefrom arising out of the work to be performed under this contract by the contractor, or his sub-contractors, to persons other than employees of the contractor or sub-contractors engaged in the work included in this contract in an amount not less than:

\$1,000,000 for any one person
 \$2,000,000 for any one accident

- (3) The legal liability (including contractual) of the contractor, and his sub-contractors who may be engaged in this work, to pay claims for damages to property belonging to others than such contractor, or his sub-contractors, in the amount not less than:

\$1,000,000 for any one accident

B. All of the aforementioned insurance shall be placed with an insurance company which is licensed to do business in the State of Georgia and shall be endorsed to cover the liability assumed by the contractor under the provisions of this contract.

- (1) It is understood, however, that the provisions requiring the contractor to carry said insurance shall not be construed as in any manner waiving or restricting the liability of the contractor pursuant to the terms hereof which may not be insured under said insurance policies above required.
- (2) As evidence of this insurance, and prior to the beginning of any work in connection with this contract, the contractor shall submit to the department of transportation, State of Georgia, and the Facility Owner a certificate providing the above coverage and which certifies that the said policies have been properly endorsed to meet the above requirements and that the facility owner is named as additional insured.

C. If any part of the work is sublet, similar insurance and evidence thereof, in the same amounts as required of the prime contractor, shall be provided by or in behalf of the sub-contractor to cover his operations, endorsements to the prime contractor's policies specifically naming sub-contractors and describing their operations will be acceptable for this purpose.

D. All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed as evidenced by the formal acceptance by the State. Insuring companies may cancel insurance by permission of the

Office of Utilities

August 22, 2022

State, The Facility Owner, or on thirty (30) days written notice to the Department and The Facility Owner as follows:

Notice to:

Mayor Matt Santini
Attn: Mr. Michael Dickson
City of Cartersville
Gas System Director
P. O. Box 1390
Cartersville, Georgia 30120

Copy notice to:

State Utilities Engineer
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street. N.W., 10th Floor
Atlanta, Georgia 30308

II. **Failure to comply**

In the event of cancellation or lapse of insurance policy:

The Facility Owner may require that the contractor vacate the aforementioned Facility Owner’s right-of-way or easement area.

The highway engineer may withhold all monies due the contractor on monthly statements.

Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Facility Owner’s representative and the highway engineer.

III. **Payment for cost of compliance:**

No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in prices bid for other items of the work.

Estimate to Support Agreement for Relocation, Removal, or Adjustment of Facilities in Conflict with Construction

Meeting: April 20, 2023 Item 13.

I. Company: City of Cartersville Gas System
Address: P.O. Box 1390
Cartersville, Georgia 30120

*Estimate Prepared By: Brian Friery, Assistant Gas System Director

II. Project #: OCGA 32-6-170 & 171 County: Floyd
PI #: 0015544

III. Georgia Department of Transportation (GDOT) Project Description:
S.R. 293/Kingston Highway at Dikes Creek Approximately 5.4 Miles East of Rome, Georgia

IV. Method of Accounting: [Section 645.113f and Section 645.117, 23 CFR 645A]

(Check Method that Applies)

- Work Order Accounting Procedure prescribed by regulatory body.
Established accounting procedure approved by State and FHWA.
Agreed Lump Sum.
[X] Other (Including use of GDOT Form 8465):

This estimate has been prepared by the Company in accordance with Title 23 of the Code of Federal Regulations (CFR), Chapter 1, Subchapter G, Part 645, Subpart A and in accordance with the Department's Utility Accommodation Policy and Standards Manual, Current Edition (Manual), to support a Utility Relocation Agreement between the Utility Company and the Department. The work will be performed and the costs accounted for in accordance with the methods described herein. Costs will be recorded as provided in Section 645.113f or Section 645.117, 23 CFR 645A. Equipment rental rates, salvage credit, accrued depreciation credit (expired service life) and betterment credit have been given due consideration and proper explanations have been noted in the estimate where applicable and as provided by 23 CFR 645A. Claim for reimbursement costs shown in the Estimate is based on the attached Certificate of Eligibility for reimbursement which is made a part hereof.

Brian S. Friery, Assistant Gas System Director
February 28, 2022
Date

Company Representative hereby certifies the Estimate and agrees that the Estimate shall remain valid for one year from the above authorized date. After one year from the authorized date, the Estimate may be subject to revision by the Utility Company.

*Please Provide Two (2) sets of Relocation Plans and Two (2) sets of signed estimates.

V. Preliminary and Construction Engineering [Section 645.109, 23 CFR 645A, & 23 CFR 140B]

- 1. Preliminary Engineering authorized on this project by GDOT letter dated [redacted]
- 2. Plans and Estimate Prepared By: (Check Applicable Party)
 - Forces of this Company
 - Consultant: (Name and Address) [redacted]
 - Approval of Consultant given by GDOT letter dated: [redacted] Amount: [redacted]
 - Effective date of Contract, if a Continuing Contract: [redacted] Exp. Date: [redacted]
 - The Certificate of Consultant Form is attached to the Consultant's Estimate of Engineering Services.
 - Scope of Work Detailing Preliminary Engineering and Construction Engineering attached to Consultant's Estimate of Engineering Services.

Total Preliminary Engineering Costs \$0.00

Attach Support Documentation to Estimate - See Exhibit: [redacted]

Total Construction Engineering Costs \$0.00

Attach Support Documentation to Estimate - See Exhibit: [redacted]

NOTE: Payment for Construction Engineering will not be allowed for Work included in GDOT Contracts.

Total Preliminary and Construction Engineering Costs \$0.00

VI. Right of Way Acquisition [Section 645.111, 23 CFR 645A]

(Check Applicable Section)

- Replacement R/W or Easements are not required for adjustment of utilities facilities on this Project.
- Replacement R/W shown on plans will be acquired by the Department (Separate written request must be furnished).
- Replacement R/W or Easements shown on the attached plans will be acquired by the Company.

Total Cost of Right of Way Acquisition \$0.00

Attach Support Documentation to Estimate. Include Estimates for Appraisal, Negotiation, Recording, and Right-of-Way or Easement Costs - See Exhibit: [redacted]

VII. Construction [Section 645.115 and Section 645.117, 23 CFR 645A]

A. Description of Proposed Utility Work:

Relocate approximately 1,700 L.F. of 8" HP steel natural gas main and miscellaneous services and purge and abandon all existing natural gas facilities.

B. The Company will perform the work provided for in this Estimate by the following method:

(Check Applicable Method - see page 3 for continuation)

By Company's Regular Forces
The Company Proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its Agreement with such employees.

By Contract
The Company does not have adequate staff or equipment to perform the necessary work with its own forces; therefore, the Company, subject to approval of the Department and FHWA, proposes to contract the work covered by this estimate in accordance with the provisions of Section 645.115 (a), 23 CFR 645A. The items of work to be accomplished by contract are noted in this estimate. When the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of these contractors so circularized shall be noted on the estimate and furnished to the Department in advance of the Company's solicitation of bids. The Department shall approve the low bidder before work can began. Please provide Company Name, Address, and Contact Person and Number below:

Blaine Clark, Pride Utility Construction Company, 1576 Candler Road, Gainesville, Georgia 30507, 770.532.0085
Allen Kean, Southeastern Natural Gas Services of Rome, Inc., 1845 Old Cedartown Highway, SE, Lindale, Georgia 30147, 770.547.4156

By Existing Continuing Contract

Subject to the approval of the Department and the FHWA, the Company proposes to use an existing continuing contract performed under which certain work as shown by the Company's estimate is regularly performed for the Company and under which the lowest available costs are developed. The name of the contractor or contractors are listed in the company's estimate. Please indicate the Company Name, Address, and Contact Person and Number below (If needed, attach additional names to Estimate). Once the Company selects a continuing contractor, **a copy of the continuing contract has to be submitted to the Department for approval before any work begins.**



Effective Date of Continuing Contract: _____ Expiration Date: _____

C. Detail of Construction Costs

Labor Costs [Section 645.117, 23 CFR 645A]	\$240,725.00
<i>Attach Support Documentation to Estimate, Including Additives -See Exhibit: "A"</i>	
Materials Costs [Section 645.117(e), 23 CFR 645A]	\$50,670.00
<i>Attach Support Documentation to Estimate -See Exhibit: "A"</i>	
Right-of-Way Clearing & Trimming Costs	\$0.00
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	
Equipment Costs [Section 645.117(f), 23 CFR 645A]	0.00
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	
Total Construction Costs	\$291,395.00

VIII. Total Costs of Proposed Relocation (V through VII) \$291,395.00

IX. Detail of Accrued Depreciation and Salvage Credits

A. Accrued Depreciation (Expired Service Life) [Section 645.117(h), 23 CFR 645A]
(Check Applicable Statement)

Accrued Depreciation is not allowed in this estimate.

Accrued Depreciation is allowed in this estimate.

(Please Provide Detailed Description/Explanation i.e. Pumping Station, Filtration Plant, Power Plant, Substation, etc.)



Accrued Depreciation Credit \$0.00
Attach Support Documentation to Estimate - See Exhibit:

B. Salvage [Section 645.117(e), 23 CFR 645A]
(Check Applicable Statement)

Salvage is not allowed in this estimate because:

All existing natural gas facilities will be purged and abandoned in place. All existing farm tap regulators will be removed from the project site and disposed of.

Salvage from temporary material is not allowed because:



Salvage is allowed in this estimate.

Salvage from temporary material is allowed.

The Department and the FHWA shall have the right to inspect recovered materials prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving two weeks written notice to the Department or oral notice followed by written confirmation of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. If recovered materials are not reusable, they shall be disposed of as outlined in Section 645.117(e), 23 CFR 645A.

Total Salvage Credit \$0.00
Total Accrued Depreciation and Salvage Credit \$0.00

* See Contingencies & Markups

X. Total Cost of Relocation **\$291,395.00**

(Less Credits for Accrued Depreciation and Salvage Value, VIII-IX)

XI. Betterment Credit [Section 645.117(h), 23 CFR 645A] (Check Applicable Statement)

Betterment credit is not allowed in this estimate since there is to be no functional increase in size in the replaced facility unless caused by proposed highway construction

Betterment credit is allowed as shown in the following comparison:

Location of Betterment: (Please indicate Station, Route Name, and Number)



Betterment Credit Amount

\$0.00

**Attach Support Documentation to Estimate - See Exhibit:*

***Include Estimate for Cost to Install Proposed Facilities to Produce Current Capacity and the Cost to Install Proposed Facilities for Increased Capacity.**

XII. Total Estimated Cost of Adjustments **\$291,395.00**

(Item X less Item XI)

XIII. Proportionate Share

(Check Applicable Statement - 1, 2, or 2 & 3)

1. The Department will bear 100 percent of the cost of the adjustments.

2. The Company will participate in a pro rata share of the cost of adjustments (No Betterments).

Percentage Split:	<u>90.18%</u>	Company Participation (If 0%, insert 100% for GDOT Participation)
	<u>9.82%</u>	GDOT Participation
Total	100.00%	<i>(Total Shall be 100%)</i>

Attach Support Documentation/Detailed Calculations to Estimate - See Exhibit: 168 L.F. of 8" HP steel main exists outside of existing right-of-way from Sta. 106+38 to Sta. 108+06 within the project construction limits. Overall relocation of existing 8" HP steel natural gas main within the project limits is from Sta. 98+30 to Sta. 115+40. Calculations: 10806 - 10638 = 168 L.F. and 11540 - 9830 = 1,710 L.F. thus 168/1,710 = 0.0982 x 100 = 9.82% reimbursable.

3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

**Estimate for Relocation, Removal, or Adjustment of Utility Facilities
Summary of Costs**

Meeting: April 20, 2023 Item 13.

Items	Total
V. Preliminary and Construction Engineering	\$0.00
VI. Right-of-Way Acquisition Costs	\$0.00
VII. Construction Costs	\$291,395.00
VIII. Total for Proposed Relocation Work (V+VI+VII)	\$291,395.00
IX. Total Accrued Depreciation and Salvage Credits	(-) \$0.00
X. Total Relocation Work	\$291,395.00
XI. Betterment Credit	(-) \$0.00
XII. Total Estimate of Adjustments (X-XI)	\$291,395.00

XIII. Proportionate Share: Check Applicable Statement and Insert Above Estimate Amounts from X, XI, and XII

1. The Department will bear 100 percent of the cost of the adjustments (See XII).

XII. Total Estimate of Adjustments **\$0.00**

(OR)

2. The Company will Participate in a pro rata share of the cost of adjustments (No Betterments).

XII. Total Estimate of Adjustments **\$291,395.00**

Percentage Split (Insert From Page 4)	Proportionate Share:	
90.18%	Company Participation	\$262,780.01
9.82%	GDOT Participation	\$28,614.99

(OR)

3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

X. Total Relocation Work **\$0.00**

XI. Betterment Credit **\$0.00**

XII. Total Estimate of Adjustments **\$0.00**

Percentage Split	Proportionate Share:	
#DIV/0!	Company Participation	\$0.00
#DIV/0!	GDOT Participation	\$0.00

(OR)

Combination of 2. and 3.

X. Total Relocation Work **\$0.00**

XI. Betterment Credit **\$0.00**


XII. Total Estimate of Adjustments **\$0.00**

2. Percentage Spilt (Insert From Page 4)	Proportionate Share:	
0.00%	Company Participation	\$0.00
0.00%	GDOT Participation	\$0.00

3. Plus Betterment Credit **\$0.00** Company Participation

2 Plus 3 Proportionate Share	Proportionate Share:	
#DIV/0!	Company Participation	\$0.00
#DIV/0!	GDOT Participation	\$0.00
#DIV/0!	Total	\$0.00

Arithmetic Extensions Checked and Found Correct.

	3/31/2022
District Utilities Engineer (Signature)	(Date)

Certificate of Eligibility for Utility Reimbursement

Meeting: April 20, 2023 Item 13.

Company Name: City of Cartersville Gas System
GDOT Project No: OCGA 32-6-170 & 171
GDOT PI No: 0015544
County: Floyd

The Company shall attach a completed Facility Detail Summary to substantiate and prove its facilities are eligible for reimbursement. As a minimum, the Company shall provide the following information:

Location of Facility (Referencing Project Station Number and intersecting street, road, or highway)
8" HP steel natural gas main: Sta. 98+30-LT to Sta. 106+38-LT, Sta. 106+38-LT to Sta. 108+06-LT, Sta. 108+06-LT to Sta. 115+40-LT and miscellaneous natural gas service lines.

Date Existing Facility was installed by Utility Owner
On or about June 1953.

Indicate location of utilities: Private property by deed or easement or on a public facility by permit.

Indicate dates of all applicable deeds, easements, or permits.

Sta. 98+30-LT to Sta. 106+38-LT, public right-of-way. Sta. 106+38-LT to Sta. 108+06-LT, private property. Sta. 108+06-LT to Sta. 115+40-LT, public right-of-way.

Case Number of Reimbursement eligibility (See Chapter 4 of the Utility Accommodation Policy and Standards Manual - classification to be made by the Utility Company and Verified by GDOT District Utilities Office)

Sta. 106+38-LT to Sta. 108+06-LT, Case VII.

Any other information that may assist the Department in certifying eligibility.

Attachment "B"

This is to certify that the utility facilities as presently existing and as to be adjusted or relocated and as shown on the plans and estimate of cost supporting the Utility Relocation Agreement for which reimbursement is to be claimed, are owned, operated and maintained the company listed above. The facts concerning location of utility facilities, dates of installations and records of the Company showing its property interests will be made available for inspections by representatives of the Department at the office of the Company. It is further certified that the facilities shown as located on private property are correctly shown; that the facilities as located on streets and roads or other permits and franchise rights are correctly shown. Further, the above information as to title records, permits and franchise rights are correctly shown.

[Handwritten signature of Brian S. Friery]

Brian S. Friery, Assistant Gas System Director

February 28, 2022
Date

The facilities noted on the attached summary, as required by this estimate, have been reviewed in the field with a representative of the Utility Owner. This is to certify that the facilities noted on the attached summary and shown to be on streets, roads, highways, or other public facilities are correct, and the facilities shown to be on private property are correct; further, that the cost of adjustment as covered by the attached estimate is eligible for reimbursement by the Department under the noted case(s) as described in Chapter 4 of the Utility Accommodation Policy and Standards Manual.

[Handwritten signature of Ford E.]
GDOT District Engineer

3/31/2022
Date

Certificate of Eligibility for Utility Reimbursement
 Facility Detail Summary

Meeting: April 20, 2023 Item 13.

Company Name:	City of Cartersville Gas System
Georgia Project No:	OCGA 32-6-170 & 171
Georgia PI No:	0015544
County:	Floyd

Facility Location (Provide Station Number and Intersecting Streets, Roads, or Highways)	Date Existing Facility Installed	Facility Right or Permission		Insert Reimbursement Case Number 1-10 as outlined in 4.2.A.2 Manual	Supplemental Information
		Private Property by Deed or Easement	Public Facility by Permit or Franchise		
8" HP steel natural gas main: Sta. 98+30-LT to Sta. 106+38-LT	June 1953		Public Facility by Permit		
8" HP steel natural gas main: Sta. 106+38-LT to Sta. 108+06-LT	June 1953	Private Property		Case VII	
8" HP steel natural gas main: Sta. 108+06-LT to Sta. 115+40-LT	June 1953		Public Facility by Permit		
Miscellaneous services:	Unknown		Public Facility by Permit		

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u> ¹	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> ²	<u>ESTIMATED TOTAL AMOUNT</u>
Contractor Labor					
1.	8-5/8" O.D.-.219" W.T. F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,470	L.F.	\$48.00	\$70,560.00
2.	8-5/8" O.D.-.322" W.T. F.B.E. Dual Coated, ERW X42/X52 Steel Line Pipe	300	L.F.	\$60.00	\$18,000.00
3.	3/4" IPS-.113" W.T., F.B.E. Coated, SMLS B Steel Line Pipe	150	L.F.	\$20.00	\$3,000.00
4.	8" Directional Bore (Sta. 105+66.90 to Sta. 109+45.56) (Bore Only) (Soil Bore Only)	380	L.F.	\$75.00	\$28,500.00
5.	8" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$8,450.00	\$16,900.00
6.	8" Line Valve Assembly, ANSI Class 300, 740# W.P.	1	Ea.	\$1,500.00	\$1,500.00
7.	3/4" Service Tee, 1200# W.P.	4	Ea.	\$375.00	\$1,500.00
8.	Connection to Existing 3/4" Steel	4	Ea.	\$375.00	\$1,500.00
9.	Farm Tap Assembly (Installation Only)	2	Ea.	\$500.00	\$1,000.00
10.	Silt Fence (Type "C")	690	L.F.	\$3.50	\$2,415.00
11.	Purge and Abandon In Place	1,900	L.F.	\$2.50	\$4,750.00
12.	Temporary Grassing	4,000	S.Y.	\$1.00	\$4,000.00
13.	Permanent Grassing	4,000	S.Y.	\$1.75	\$7,000.00

ENGINEER'S ESTIMATE

ITEM NO.	DESCRIPTION	EST. QTY. ¹	UNIT	ESTIMATED UNIT PRICE ²	ESTIMATED TOTAL AMOUNT
14.	Solid Rock Excavation	170	C.Y.	\$80.00	<u>\$13,600.00</u>

ESTIMATED CONTRACTOR LABOR COST \$174,225.00

Solid Rock Directional Bore Alternate (if solid rock is encountered) :

1.	8" Directional Bore (Sta. 105+66.90 to Sta. 109+45.56) (Bore Only) (Price Differential from Soil Bore) (Adder)	380	L.F.	\$175.00	<u>\$66,500.00</u>
----	--	-----	------	----------	--------------------

ESTIMATED SOLID ROCK BORE CONTRACTOR LABOR COST \$66,500.00
ESTIMATED CONTRACTOR LABOR COST \$174,225.00

TOTAL ESTIMATED CONTRACTOR LABOR COST \$240,725.00

Material Cost (Material provided by the Owner)

1.	8-5/8" O.D.-.219" W.T. F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,470	L.F.	\$16.50	\$24,255.00
2.	8-5/8" O.D.-.322" W.T. F.B.E. Dual Coated, ERW X42/X52 Steel Line Pipe	300	L.F.	\$27.00	\$8,100.00
3.	3/4" IPS-.113" W.T., F.B.E. Coated, SMLS B Steel Line Pipe	150	L.F.	\$5.50	\$825.00
4.	8" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$4,420.00	\$8,840.00
5.	8" Line Valve Assembly, ANSI Class 300, 740# W.P.	1	Ea.	\$7,150.00	\$7,150.00
6.	Farm Tap Assembly	2	Ea.	\$750.00	<u>\$1,500.00</u>

ESTIMATED MATERIAL COST \$50,670.00

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u> ¹	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> ²	<u>ESTIMATED TOTAL AMOUNT</u>
					TOTAL ESTIMATED CONTRACTOR LABOR COST <u>\$240,725.00</u>
					TOTAL ESTIMATED RELOCATION COST \$291,395.00

¹ Estimated unit prices of construction costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus estimated costs of inflation and price bids recently received for similar construction. Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated February 1, 2022.



**PROPERTY INTEREST AFFIDAVIT
FOR UTILITY FACILITIES LOCATED OFF OF RIGHTS-OF-WAY**

IN PERSON before the undersigned officer came Brian S. Friery, who being first duly sworn, deposes and states under oath as follows:

1. That the Affiant has been employed by City of Cartersville Gas System (Utility) for more than Fifteen (15) years and is presently the System Engineer of the Utility. Affiant is personally familiar with the facilities of the Utility and its business affairs.

2. Affiant further states that the facilities listed in the "Certificate of Eligibility for Utility Reimbursement" were constructed in their present location on or about June 1953. The facilities are required to be moved due to highway construction by the Georgia Department of Transportation (GDOT) under Project No. /PI S.R. 293/Kingston Highway at Dykes Creek OCGA 32-6-170 & 171/P.I. #0015544.

WORK LOCATIONS:

GDOT plans indicate the Utility's facilities will be in conflict at various locations within the project limits and will need to be relocated or adjusted accordingly. The utility facilities which are required by the GDOT project to be relocated or adjusted due to construction are as follows (attached additional sheets for the work locations as necessary):

WORK LOCATIONS (continued)

UTILITY FACILITY DESCRIPTION	STATION LIMITS	OCCUPIED PARCELS
8" HP steel natural gas main	Sta. 106+38-25' LT to Sta. 108+06-25' LT	M14089-Johnstone M14081-McAbee



**PROPERTY INTEREST AFFIDAVIT
FOR UTILITY FACILITIES LOCATED OFF OF RIGHTS-OF-WAY**

3. Affiant further states that the referenced facilities have been maintained in the present location for more than Sixty-Eight (68) years and to the best of the Affiant's knowledge and belief no person has questioned the right of the Utility to maintain said facilities nor the fact that the Utility has an easement for said facilities.

4. Affiant further states that there is no pending litigation or claim questioning the right of the Utility to maintain said utility facilities and to the best of the Affiant's knowledge and belief there has been no previous litigation in regard to the maintenance of said utility facilities.

5. Affiant further states that the Utility has thoroughly researched, or caused to be researched, its land records, GDOT electronic construction plan records ("TREX"), and available county/city records relating to the said location of the utility facilities and is unable to find any supporting documentation to establish a property interest which describes the exact location of said utility facilities, nor has Affiant found any evidence of any party ever disputing Utility's property interest, and thus must submit this affidavit.

This affidavit is given at the instance and request of the Georgia Department of Transportation for the purpose of establishing that the Utility holds a property interest for the referenced utility facilities.

[Remainder of page left intentionally blank]

Meeting: April 20, 2023 Item 13.

DOT FORM 8413 M



Created: March 2, 2007
Revised: June 12, 2019

PROPERTY INTEREST AFFIDAVIT FOR UTILITY FACILITIES LOCATED OFF OF RIGHTS-OF-WAY

Sworn to and subscribed before me this 5th day of March, 2021.

Witness - signature

Utility Official - signature

Brian S. Friery

Utility Official – name (print)

City of Cartersville Gas System Engineer

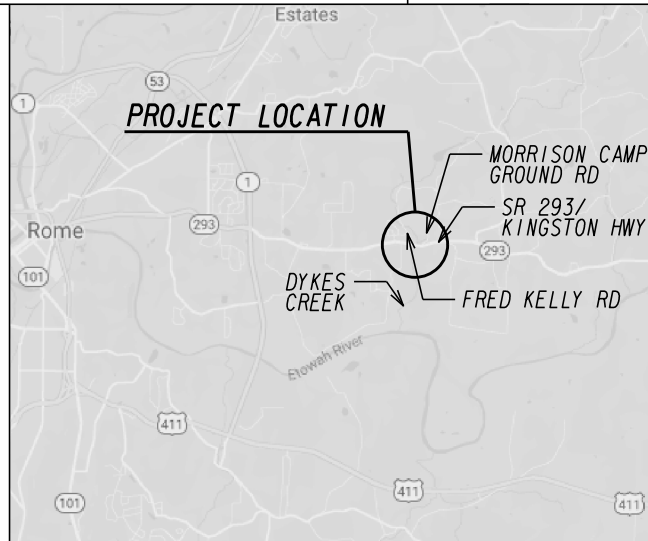
Utility Official – title (print)

Notary Public



DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

PLAN AND PROFILE OF PROPOSED SR 293/KINGSTON HIGHWAY @ DYKES CREEK APPROXIMATELY 5.4 MILES EAST OF ROME, GEORGIA



LOCATION SKETCH

DESIGN DATA:
 TRAFFIC A.A.D.T.: (2023) 6500
 TRAFFIC A.A.D.T.: (2043) 7925
 TRAFFIC D.H.V.: (2023) 725 (2043) 885
 DIRECTIONAL DIST: 47% / 53%
 PEAK HR T: 5.0%
 24 HR. TRUCKS %: 4.0% (SU 3.5%)
 SPEED DESIGN: 50 MPH
 DETOUR SPEED DESIGN: 40 MPH

LOCATION & DESIGN
 APPROVAL DATE: TBD

FUNCTIONAL CLASS:
 MAJOR COLLECTOR

THIS PROJECT IS 100% IN
 FLOYD COUNTY AND IS
 100% IN CONG. DIST. NO. 14.

PROJECT DESIGNATION: EXEMPT
 LLL: 226,254,255
 GMD: 1048

THIS PROJECT HAS BEEN PREPARED
 USING THE HORIZONTAL GEORGIA
 COORDINATE SYSTEM OF 1984 (NAD
 1983/94 WEST ZONE, AND THE NORTH
 AMERICAN VERTICAL DATUM (NAVD)
 OF 1988.

MID-POINT COORDINATES
 STA. 106+82.50
 N 1548711.4018
 E 2020679.6911

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY
 INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON
 FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE
 SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT
 OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO
 SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

FEDERAL AID PROJECT

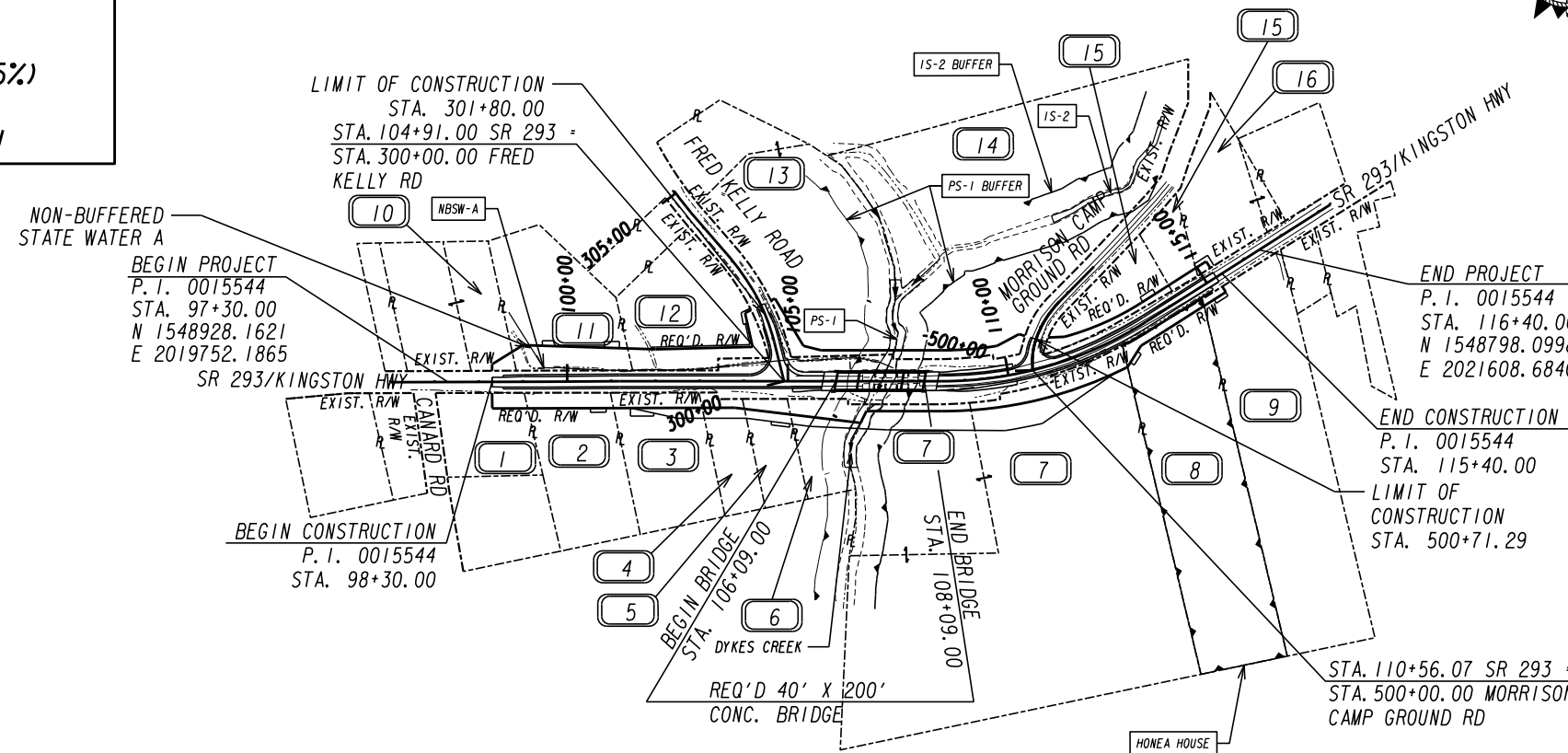
P.I. * 0015544
 FLOYD COUNTY

FEDERAL ROUTE * N/A
 STATE ROUTE * 293
 P.I. NO. 0015544

NOTE:
 ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS,
 DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED IN CONNECTION
 WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA," "STATE
 HIGHWAY DEPARTMENT," "GEORGIA STATE HIGHWAY DEPARTMENT," "HIGHWAY
 DEPARTMENT," OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE
 STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN
 THE DEPARTMENT OF TRANSPORTATION.



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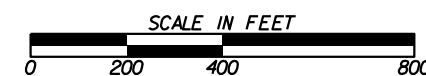


PREPARED BY: _____
 GARY T. NEWTON, P.E.
 KIMLEY-HORN AND ASSOCIATES, INC.

RECOMMENDED FOR
 APPROVAL BY: _____
 STATE PROGRAM DELIVERY ADMINISTRATOR

LENGTH OF PROJECT	
NET LENGTH OF ROADWAY	0.3238
NET LENGTH OF BRIDGES	0.0379
NET LENGTH OF PROJECT	0.3617
NET LENGTH OF EXCEPTIONS	0.0000
GROSS LENGTH OF PROJECT	0.3617

Kimley»Horn
 Engineering, Planning, and Environmental Consultants
 Suite 350, 3930 East Jones Bridge Road
 Peachtree Corners, Georgia 30092



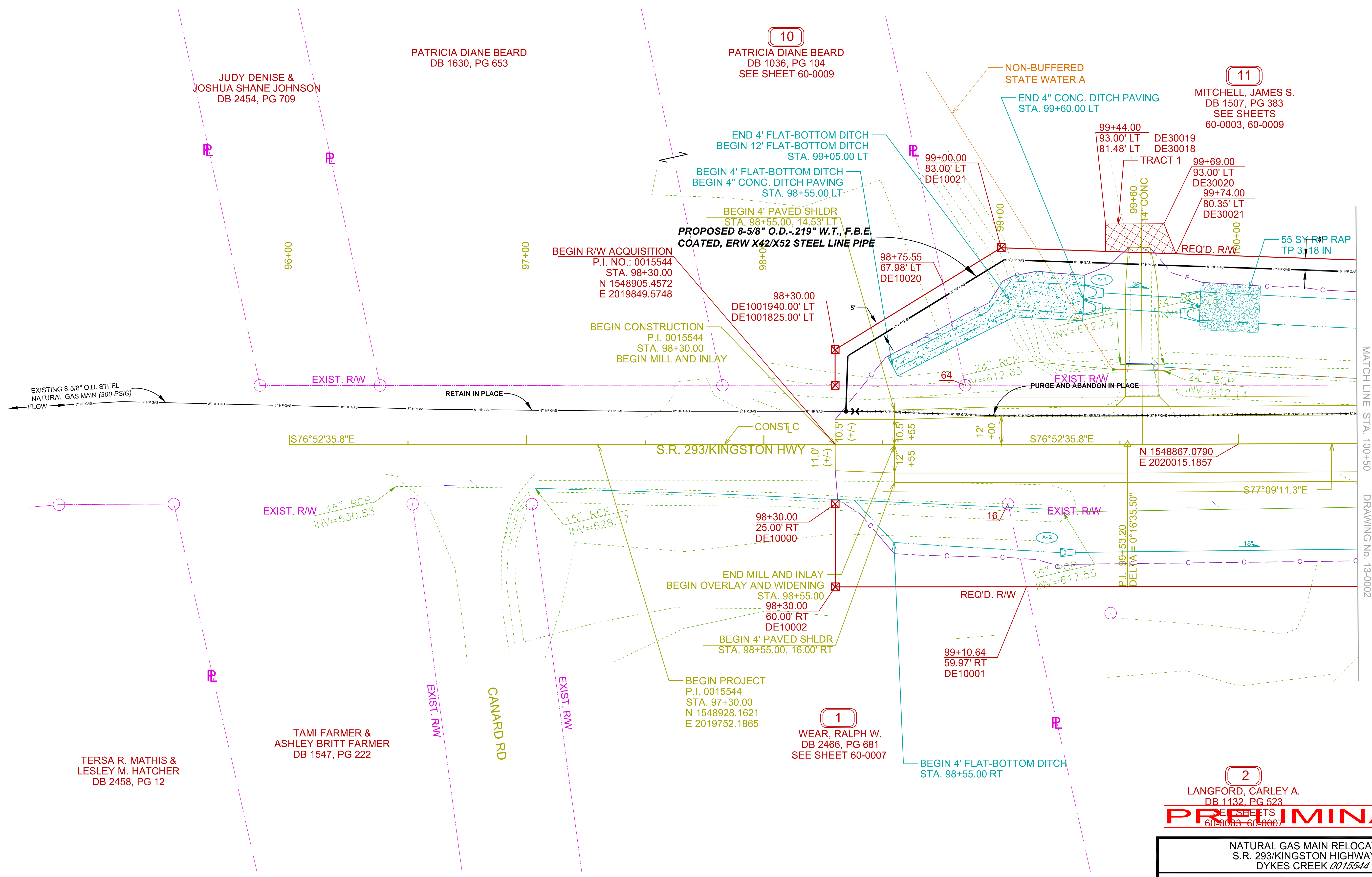
DATE	CHIEF ENGINEER
PLANS COMPLETED	- -
REVISIONS	

JUDY DENISE &
JOSHUA SHANE JOHNSON
DB 2454, PG 709

PATRICIA DIANE BEARD
DB 1630, PG 653

10
PATRICIA DIANE BEARD
DB 1036, PG 104
SEE SHEET 60-0009

11
MITCHELL, JAMES S.
DB 1507, PG 383
SEE SHEETS
60-0003, 60-0009



MATCH LINE STA. 100+50
DRAWING NO. 13-0002

TERSA R. MATHIS &
LESLEY M. HATCHER
DB 2458, PG 12

TAMI FARMER &
ASHLEY BRITT FARMER
DB 1547, PG 222

CANARD RD
EXIST. R/W

BEGIN PROJECT
P.I. 0015544
STA. 97+30.00
N 1548928.1621
E 2019752.1865

1
WEAR, RALPH W.
DB 2466, PG 681
SEE SHEET 60-0007

2
LANGFORD, CARLEY A.
DB 1132, PG 523
PRELIMINARY
SHEETS
60-0003 - 60-0007

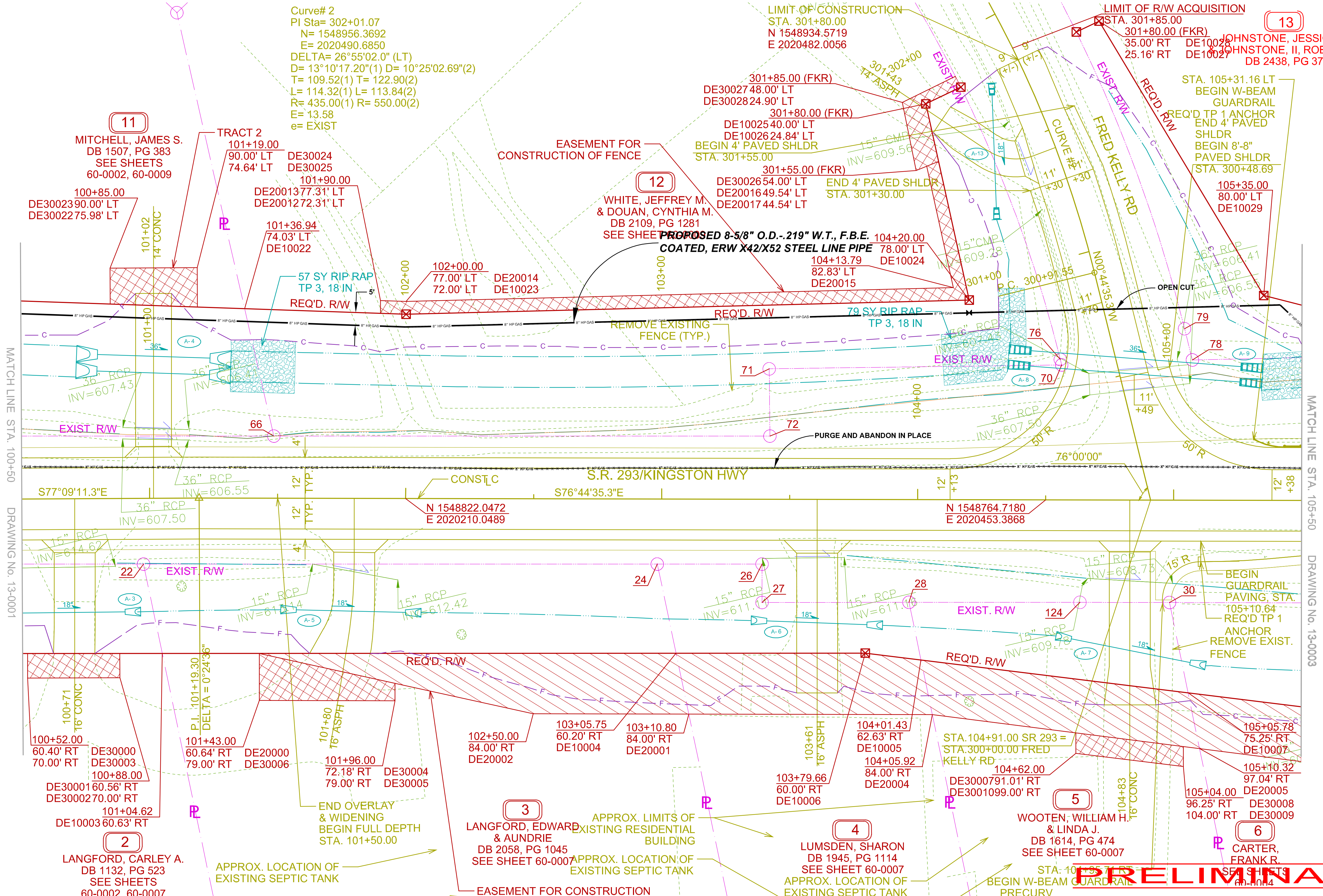
ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
(LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

City of Cartersville
G A S S Y S T E M
P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

DESIGNED: B.S.F.
DATE: AUGUST 2021
SCALE: 1"=20'
PROJ NO: CP-21-001
SHEET: PLN-01

C:\BIBER\BIBER\PROJECTS\2021\CP-21-001\PLANS\60-0003.DWG AUGUST 08, 2021 11:38AM



MATCH LINE STA. 100+50 DRAWING No. 13-0001

MATCH LINE STA. 105+50 DRAWING No. 13-0003

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MITCHELL, JAMES S.
DB 1507, PG 383
SEE SHEETS
60-0002, 60-0009

Curve# 2
PI Sta= 302+01.07
N= 1548956.3692
E= 2020490.6850
DELTA= 26°55'02.0" (LT)
D= 13°10'17.20"(1) D= 10°25'02.69"(2)
T= 109.52(1) T= 122.90(2)
L= 114.32(1) L= 113.84(2)
R= 435.00(1) R= 550.00(2)
E= 13.58
e= EXIST

12
WHITE, JEFFREY M.
& DOUAN, CYNTHIA M.
DB 2109, PG 1281
SEE SHEET

13
JOHNSTONE, JESSICA A.
& JOHNSTONE, II, ROBERT C.
DB 2438, PG 37

2
LANGFORD, CARLEY A.
DB 1132, PG 523
SEE SHEETS
60-0002, 60-0007

3
LANGFORD, EDWARD
& AUNDRIE
DB 2058, PG 1045
SEE SHEET 60-0007

4
LUMSDEN, SHARON
DB 1945, PG 1114
SEE SHEET 60-0007

5
WOOTEN, WILLIAM H.
& LINDA J.
DB 1614, PG 474
SEE SHEET 60-0007

6
CARTER, FRANK R.
SEE SHEETS
60-0004

PRELIMINARY

ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
(LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn

Engineering, Planning, and Environmental Consultants
Suite 350, 3830 East Jones Bridge Road
Peachtree Corners, Georgia 30092

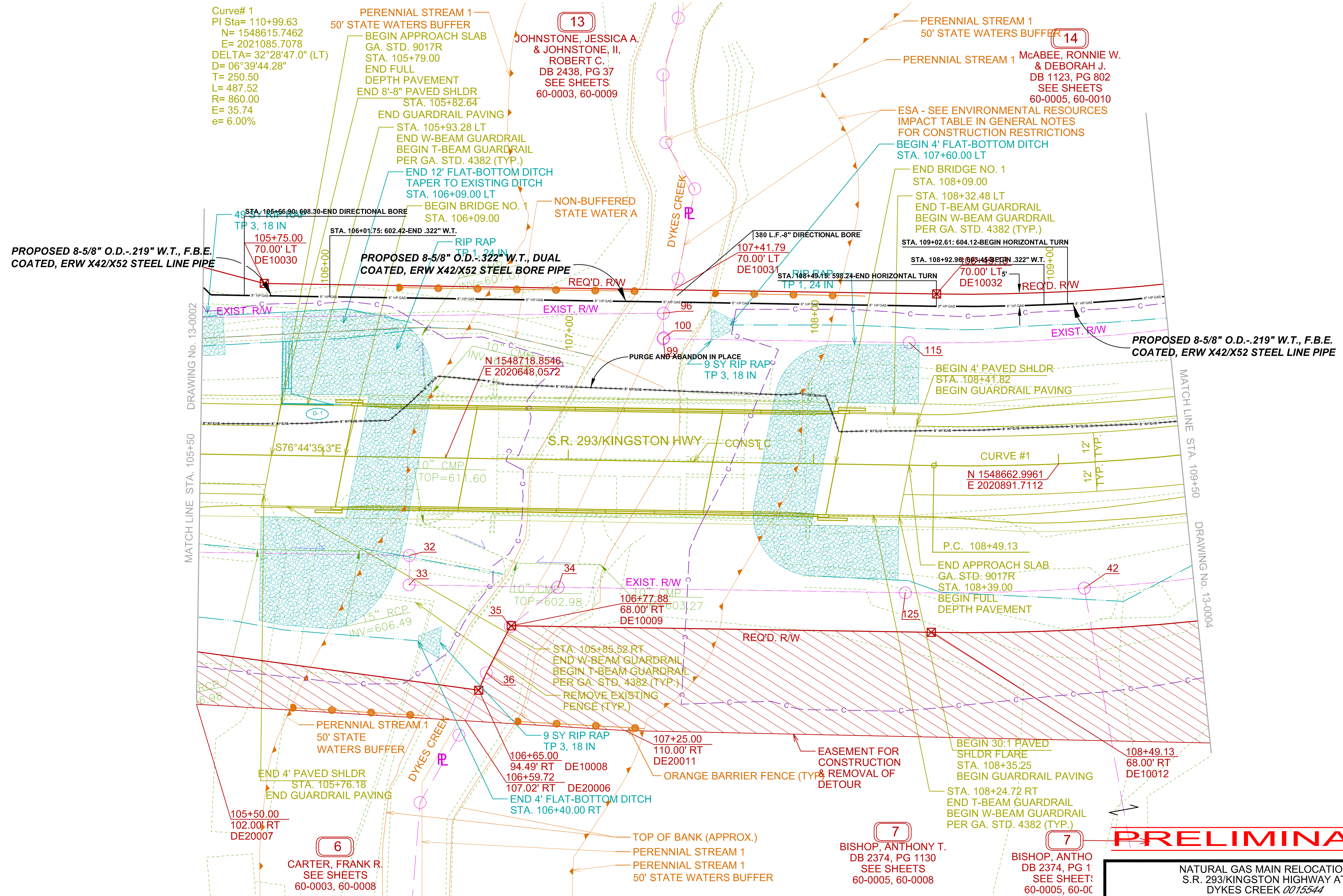


City of Cartersville

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P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30130
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

DESIGNED: B.S.F.
DATE: AUGUST 2021
SCALE: 1"=20'
PROJ NO: CP-21-001
SHEET: PLN-02

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PRELIMINARY

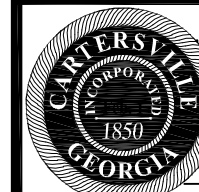
NATURAL GAS MAIN RELOCATION
 S.R. 293/KINGSTON HIGHWAY AT
 DYKES CREEK 0015544

RELOCATION PLAN
 STA. 105+50 TO STA. 109+50

ROAD CONSTRUCTION PLANS WERE PREPARED BY:
 (LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn

Engineering, Planning, and Environmental Consultants
 Suite 350, 3930 East Jones Bridge Road
 Peachtree Corners, Georgia 30092

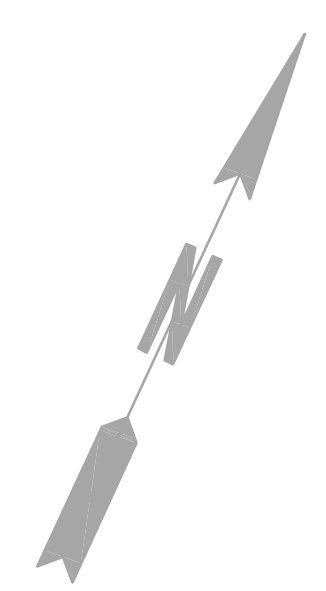
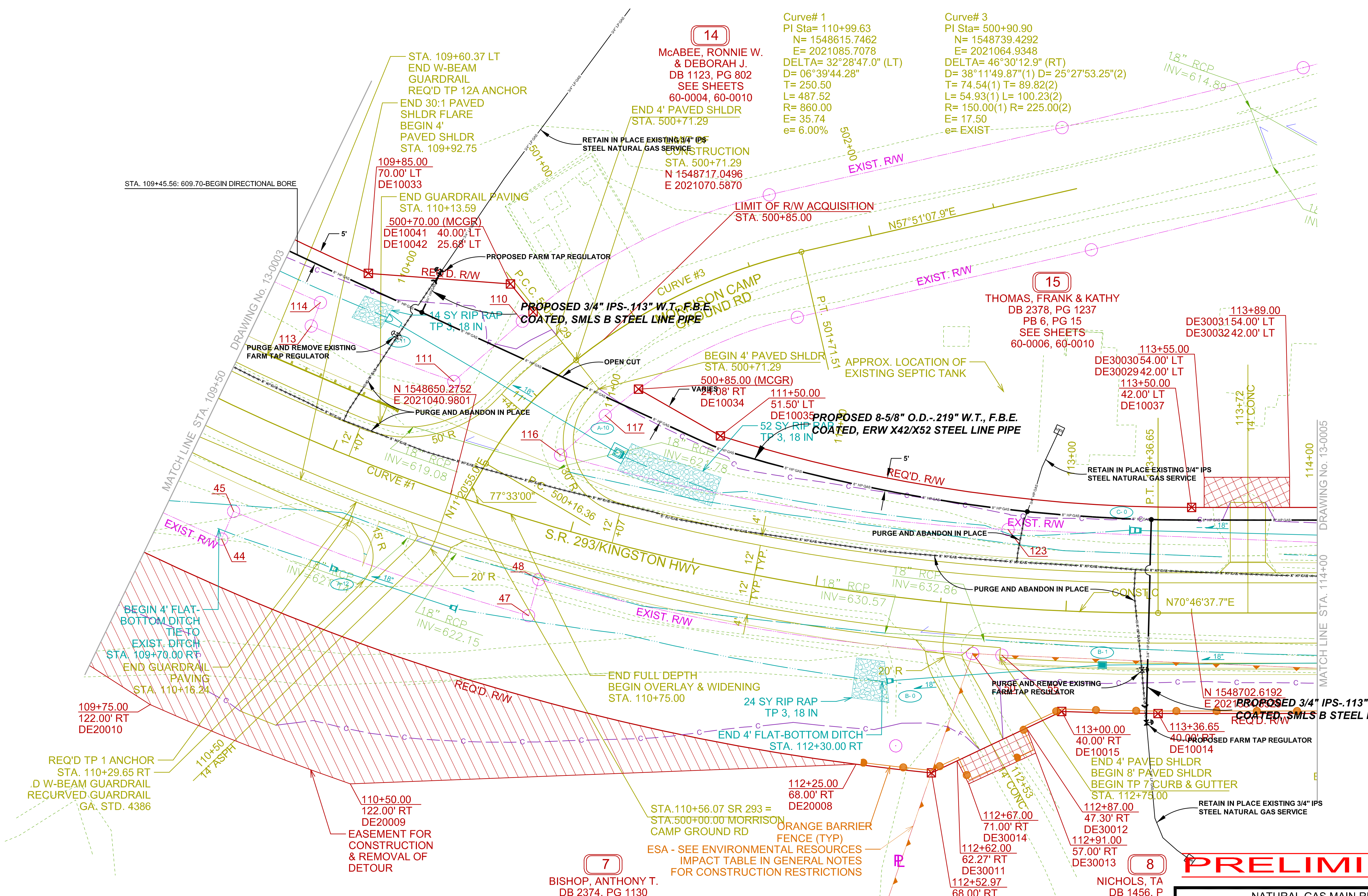


City of Cartersville

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 P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30130
 Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

DESIGNED: B.S.F.
 DATE: AUGUST 2021
 SCALE: 1"=20'
 PROJ NO: CP-21-001
 SHEET: PLN-03

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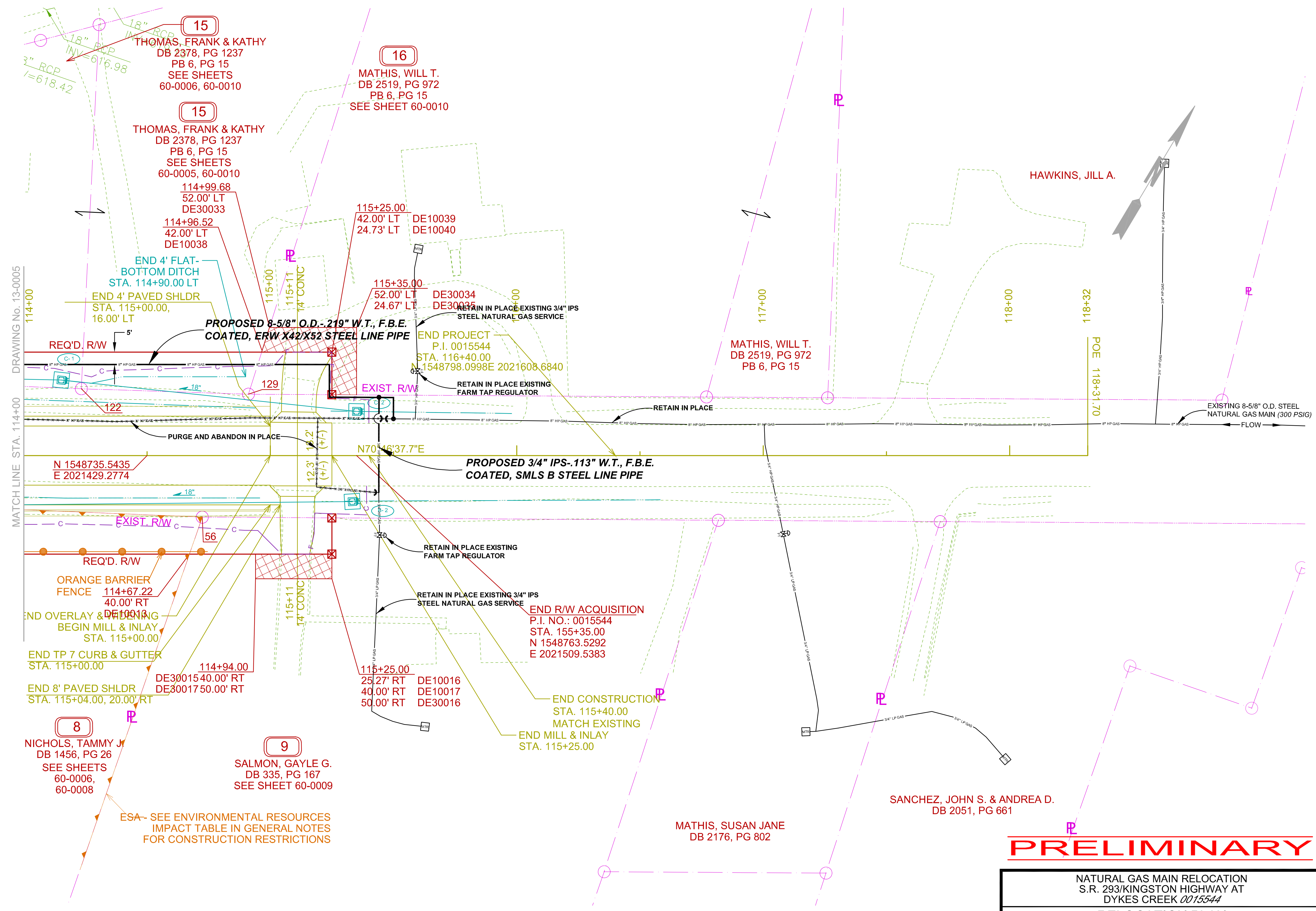
PRELIMINARY

NATURAL GAS MAIN RELOCATION
S.R. 293/KINGSTON HIGHWAY AT
DYKES CREEK 0015544

RELOCATION PLAN
STA. 109+50 TO STA. 114+00

<p>City of Cartersville G A S S Y S T E M P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120 Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org</p>	DESIGNED: B.S.F. DATE: AUGUST 2021 SCALE: 1"=20' PROJ NO: CP-21-001 SHEET: PLN-04
	<p>Kimley»Horn Engineering, Planning, and Environmental Consultants Suite 350, 3930 East Jones Bridge Road Peachtree Corners, Georgia 30092</p>

139
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DRAWING No. 13-0005
MATCH LINE STA. 114+00

PRELIMINARY

NATURAL GAS MAIN RELOCATION
S.R. 293/KINGSTON HIGHWAY AT
DYKES CREEK 0015544
RELOCATION PLAN
STA. 114+00 TO END PROJECT

ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
(LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn

Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

<p style="font-weight: bold; font-size: 16px;">City of Cartersville</p> <p style="font-size: 8px;">P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120 Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org</p>	DESIGNED: B.S.F.
	DATE: AUGUST 2021
	SCALE: 1"=20'
	PROJ NO: CP-21-001
	SHEET: PLN-05

C:\PROJECTS\2021\CP-21-001\DRAWINGS\08-AUG-2021-113PM

From: Coll, Marcela
Sent: Wednesday, March 15, 2023 9:23 AM
To: Deems, Jennifer; Bonny, Danah A.
Cc: Monteith, Daniel
Subject: RE: Reply (2) to "Build America Buy America (BABA)" - 0015544 - Floyd

Thank you **Jennifer**.

Danah,

Please move forward with adding BABA language to the agreement for City of Cartersville-Gas.

Thank you,

Marcela Coll

State Utilities Pre-Construction Manager
Office of Utilities, 10th floor
600 W. Peachtree Street, NW
Atlanta, GA, 30308
404.347.0606 office
404.304.2042 cell

From: Deems, Jennifer <jdeems@dot.ga.gov>
Sent: Tuesday, March 14, 2023 2:06 PM
To: Coll, Marcela <mcoll@dot.ga.gov>
Cc: Bonny, Danah A. <dbonny@dot.ga.gov>; Monteith, Daniel <dmonteith@dot.ga.gov>
Subject: FW: Reply (2) to "Build America Buy America (BABA)" - 0015544 - Floyd

I am not sure if I submitted this to you or not – here is confirmation that the City of Cartersville is good with their original estimate. Thank you.

Jennifer Deems

District Utilities Manager



District 6
30 Great Valley Parkway
White, GA 30184
678.721.5323 office
770.820.8037 cell

From: Brian Friery <bfriery@cityofcartersville.org>
Sent: Tuesday, January 17, 2023 8:33 AM
To: Deems, Jennifer <jdeems@dot.ga.gov>

Cc: Monteith, Daniel <dmonteith@dot.ga.gov>; Siniard, Stacey <ssiniard@dot.ga.gov>; Michael Dickson <mdickson@cityofcartersville.org>
Subject: Reply (2) to "Build America Buy America (BABA)"

Jennifer:

In response to your following email, the City of Cartersville Gas System will need no cost nor time adjustments related to the Build America Buy America (BABA) requirement for the S.R. 293/Kingston Highway at Dykes Creek 0015544 project.

If you have any questions or require additional information, please do not hesitate to contact me by telephone or return email.

Brian Friery, Assistant Director
City of Cartersville Gas System
P.O. Box 1390
Cartersville, Georgia 30120
Phone: 770.387.5642
Fax: 770.387.5638
Email: bfriery@cityofcartersville.org
FTP Site: <https://secure.cityofcartersville.org/>
Web Page: <http://www.cityofcartersville.org/>

From: Deems, Jennifer <jdeems@dot.ga.gov>
Sent: Tuesday, January 17, 2023 7:50 AM
To: Brian Friery <bfriery@cityofcartersville.org>
Cc: Monteith, Daniel <dmonteith@dot.ga.gov>; Siniard, Stacey <ssiniard@dot.ga.gov>; Michael Dickson <mdickson@cityofcartersville.org>
Subject: [EXTERNAL] RE: Reply to "Build America Buy America (BABA)"

CAUTION! : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Sender : jdeems@dot.ga.gov

The State Utility office will be responsible for the updated agreement and it will include the necessary information. I am just interested in the cost and time right now. Will you need to revise it (UAS/cost)? Thank you.

Jennifer Deems
District Utilities Manager



District 6

30 Great Valley Parkway
White, GA 30184
678.721.5323 office
770.820.8037 cell

From: Brian Friery <bfriery@cityofcartersville.org>
Sent: Friday, January 13, 2023 4:38 PM
To: Deems, Jennifer <jdeems@dot.ga.gov>
Cc: Monteith, Daniel <dmonteith@dot.ga.gov>; Siniard, Stacey <ssiniard@dot.ga.gov>; Michael Dickson <mdickson@cityofcartersville.org>
Subject: Reply to "Build America Buy America (BABA)"

Jennifer:

In response to your following email, the attached document as part of the Utility Agreement was executed by the City of Cartersville. Also, our bid proposal requests for material purchased and used by the Gas System include the following statement.

"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."

Also, as part of our contract documents, the material specifications for material that will be provided by the contractor includes the following statement.

"All materials for incorporation into this project shall be new, unused and manufactured in the United States 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 these specifications."

Is there any other documentation or any requirements necessary to address your following email?

If you have any questions or require additional information, please do not hesitate to contact me by telephone or return email.

Brian Friery, Assistant Director
City of Cartersville Gas System
P.O. Box 1390
Cartersville, Georgia 30120
Phone: 770.387.5642
Fax: 770.387.5638
Email: bfriery@cityofcartersville.org
FTP Site: <https://secure.cityofcartersville.org/>
Web Page: <http://www.cityofcartersville.org/>

From: Deems, Jennifer <jdeems@dot.ga.gov>
Sent: Friday, January 13, 2023 3:47 PM

To: Brian Friery <bfriery@cityofcartersville.org>; Michael Dickson <mdickson@cityofcartersville.org>
Cc: Monteith, Daniel <dmonteith@dot.ga.gov>; Siniard, Stacey <ssiniard@dot.ga.gov>
Subject: [EXTERNAL] Build America Buy America (BABA)

CAUTION! : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Sender : jdeems@dot.ga.gov

Good afternoon. I am reaching out with the new BABA requirements that GDOT has to now include in all reimbursable agreements. I am sure you are aware of these by now. Right now, I need you to review to determine if your existing UASs and Agreement Estimates need to be revised. The project that we need to focus on is the following:

001544 – Floyd – SR 293 @ Dykes Creek

This project is scheduled to let in March, so we are in a time crunch. If you do not anticipate needing additional time or the need to revise the estimate, please respond ASAP. This will allow the state utilities office to revise the existing agreement and forward to you. If additional time/money is needed, please let me know so we can anticipate the change.

I am sure we have other projects to review, we just don't have a list at this time and will work on getting one.

I am just jumping into this new requirement and not very knowledgeable, but if you have any questions/concerns, please let me know and I can get you to the right person to help. Thank you.

Jennifer Deems
District Utilities Manager



District 6
30 Great Valley Parkway
White, GA 30184
678.721.5323 office
770.820.8037 cell

Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the

economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.

Disclaimer

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This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast Ltd, an innovator in Software as a Service (SaaS) for business. Providing a safer and more useful place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Truck Purchases
DEPARTMENT SUMMARY RECOMMENDATION:	The City's yearly allotted number of fleet vehicles has been reduced, forcing us to seek trucks from individual dealerships. After an extensive search, a Ford F-250 and F-150 meeting our specifications were located at Ed Murdock Superstore in Lavonia, GA at a cost of \$106,761.00. These trucks were to be budgeted in the upcoming year, but with the current shortage of vehicles, we believe these should be purchased now to mitigate long delivery times. These are not budgeted in the current year but can be purchased with Gas Revenues. Council's approval of these purchases is recommended.
LEGAL:	N/A



Meeting: April 20, 2023 Item 14.

www.edmurdocksuperstores.com | 86 North Fairview Rd, Lavonia, GA 30553 | (800) 453-3433

BUYER	CO-BUYER	Deal #: 28665
CITY OF CARTERSVILLE 1 N. ERWIN STREET. CARTERSVILLE CARTERSVILLE, GA 30120		Deal Type: Retail
Cell #: (770) 387-5642		Deal Date: 04/11/2023
Email: mdickson@cityofcartersville.org		Print Time: 04:27pm
		Salesperson: DANIEL P MURDOCK

VEHICLE				
New <input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:
Used <input type="checkbox"/>	FT23072	2023 FORD TRUCK F150	1FTFX1E5XPKD80186	1
Demo <input type="checkbox"/>				

TRADE	

AFTERMARKETS			
	\$ 0.00	MSRP:	\$ 48,770.00
VTR		Sale Price:	\$ 48,770.00
		Total Financed Aftermarkets:	\$ 0.00
		Total Trade Allowance:	\$ 0.00
		Trade Difference:	\$ 48,770.00
		Doc Fee:	\$ 0.00
		State & Local Taxes:	\$ 0.00
		Total License and Fees:	\$ 62.00
		Total Cash Price:	\$ 48,832.00
		Total Trade Payoff:	\$ 0.00
Total Aftermarkets:	\$ 0.00	Delivered Price:	\$ 48,832.00
		Cash Down Payment + Deposit:	\$ 0.00
		Sub Total:	\$ 48,832.00
		Service Agreement:	\$ 0.00
		Maintenance Agreement:	\$ 0.00
		GAP Insurance:	\$ 0.00
		Credit Life, Accident & Health:	\$ 0.00
		Other:	\$ -0.00
Amount Financed:	\$ 48,832.00	Amount Financed:	\$ 48,832.00

X _____ Buyer

X _____ Dealer



Meeting: April 20, 2023 Item 14.

www.edmurdocksuperstores.com | 86 North Fairview Rd, Lavonia, GA 30553 | (800) 453-3433

BUYER	CO-BUYER	Deal #: 28664
CITY OF CARTERSVILLE 1 N. ERWIN STREET, CARTERSVILLE CARTERSVILLE, GA 30120		Deal Type: Retail
Cell #: (770) 387-5642		Deal Date: 04/11/2023
Email: mdickson@cityofcartersville.org	Salesperson: DANIEL P MURDOCK	Print Time: 04:22pm

VEHICLE				
New <input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:
Used <input type="checkbox"/>	FT22366	2022 FORD TRUCK F250	1FD7X2B69NEF66140	1
Demo <input type="checkbox"/>				

TRADE	

VTR	AFTERMARKETS	MSRP:	\$ 57,991.00
	\$ 0.00	Sale Price:	\$ 57,991.00
		Total Financed Aftermarkets:	\$ 0.00
		Total Trade Allowance:	\$ 0.00
		Trade Difference:	\$ 57,991.00
		Doc Fee:	\$ 0.00
		State & Local Taxes:	\$ 0.00
		Total License and Fees:	\$ 62.00
		Total Cash Price:	\$ 58,053.00
		Total Trade Payoff:	\$ 0.00
Total Aftermarkets:	\$ 0.00	Delivered Price:	\$ 58,053.00
		Cash Down Payment + Deposit:	\$ 0.00
		Sub Total:	\$ 58,053.00
		Service Agreement:	\$ 0.00
		Maintenance Agreement:	\$ 0.00
		GAP Insurance:	\$ 0.00
		Credit Life, Accident & Health:	\$ 0.00
		Other:	\$ -0.00
Amount Financed:	\$ 58,053.00	Amount Financed:	\$ 58,053.00

X _____
Buyer

X _____
Dealer



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Replacement Air Compressor
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Respectfully request approval to purchase a budgeted item. This air compressor has a cascade system used to fill firefighters Self Contained Breathing Apparatus air bottles. These bottles provide clean breathing air for firefighters while they are in a hazardous environment that contains toxic air and low oxygen levels. This unit will replace one that has been in service since 2002.</p> <p>Quotes were obtained and we are requesting approval of our low bid of \$57,606.07 from Municipal Equipment Company. This quote includes all components, installation, and set-up. We are requesting an add-on of an extended warranty for a total of five years after installation. With the extended warranty add-on, it will bring the total price to \$61,127.61. Thank you in advance for your positive consideration.</p>
LEGAL:	N/A





MUNICIPAL EQUIPMENT -
 FLORIDA
 408 BIF COURT
 ORLANDO, FL 32809
 PHONE (800) 228-8448

Quote			
Entered Date	Taken By	Customer #	Order #
4/11/23	LB01	3065	437502-00
PO #	Requested Ship Date		Page #
	4/11/23		1



Bill To	Ship To	Correspondence To
CITY OF CARTERSVILLE SENT VIA EMAIL P.O. BOX 1390 CARTERSVILLE, GA 30120	CARTERSVILLE FIRE DEPT. CAPTAIN MITCHELL BAGLEY 195 CASSVILLE ROAD CARTERSVILLE, GA 30120	MUNICIPAL EQUIPMENT CO, LLC 408 BIF COURT EMAIL: SALES@MECOFIRE.COM PHONE (800) 228-8448 ORLANDO, FL 32809

Instructions			
Ship Point	Via	Shipped	Terms
MUNICIPAL EQUIPMENT - FLORIDA			NET 30 DAYS

Notes
FREIGHT WILL BE BILLED, AMOUNT GIVEN AT BOTTOM OF QUOTE

THIS QUOTE EXPIRES ON 05/11/23

LEAD TIME: 6-8 WEEKS AFTER RECEIPT OF ORDER

 OPTIONS(NOT INCLUDED IN PRICE/TOTALS BELOW):
 PART# EXD-ACE-GOLD - ACE Gold Extended Warranty, 5
 YEARS OR 1000 HOURS, *FOR BREATHING-AIR APPLICATIONS* -
 PRICE \$3521.54

Line	Product and Description	UPC Item	Order Quantity	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	C-E4-10-A6-E3C ARCTIC COMPRESSOR E4-10A6E3 WITH CO MONITOR, 4 STAGE, 6000 PS, 10 HP, 14 CFM , 3 PHASE ELECTRIC MOTOR, SOUND SUPPRESSING CABINET. INCLUDES FILTER SYSTEM TO PROCESS 24,000 CU FT., MAGNETIC STARTER, AUTO DRAIN SYSTEM, GAUGE PANEL, HIGH PRESSURE SWITCH AND ELECTRONIC CO MONITOR	00000	1.00	1.00	each	29,817.35	each	29,817.35
2	C-FS3PA55 TRPL FILL PNEU CASCADE 5500PSI Pneumatic Auto-Cascade	00000	1.00	1.00	each	16,862.59	each	16,862.59
3	C-6000-UN 6000 PSI UN Storage Cylinder	00000	4.00	4.00	each	1,856.71	each	7,426.84
4	C-CLAMPS1-4 Unistrut & Clamps 1/per 4 Cyl	00000	1.00	1.00	each	226.09	each	226.09
5	A-11350 CGA-702 N&N W/JIC Elbow	00000	4.00	4.00	each	63.22	each	252.88



MUNICIPAL EQUIPMENT -
 FLORIDA
 408 BIF COURT
 ORLANDO, FL 32809
 PHONE (800) 228-8448

Quote			
Entered Date	Taken By	Customer #	Quote #
4/11/23	LB01	3065	437502-00
PO #	Quote Expires		Page #
	5/11/23		2



Line	Product and Description	UPC Item	Order Quantity	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
6	A-H1000-0120 Hose 120"(10ft)7000 PSI PSI w/ends	00000	1.00	1.00	each	119.28	each	119.28
7	A-H1000-0072 Hose 72" (6FT) 7000 PSI w/ends	00000	4.00	4.00	each	79.76	each	319.04
8	ACRTICINSTALL INSTALL ARCTIC BREATHING AIR COMPRESSOR	00000	1.00	1.00	EA	750.00	EA	750.00
9	X-AT-E1-AS AIR TEST GRADE E SINGLE ONE TIME ONE TIME (AT INSTALLATION)	00000	1.00	1.00	each	182.00	each	182.00
9	Lines Total		Total Order Quantity	18.00			Subtotal	55,956.07
							Freight	1,650.00
							Taxes	0.00
							Total	57,606.07



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Emergency Fire Truck Repair
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully request approval for emergency repairs made to Engine four. Brakes, Chassis and Front Suspension were all inspected due to issues the crews discovered and repairs were made by Ten-8. This is a budgeted item.
LEGAL:	N/A



IN SERVICE TO SERVE YOU

TEN-8 FIRE & SAFETY, LLC

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone: 800-228-8368
Fax: 941-756-2598

Original

Service Invoice

Meeting: April 20, 2023 Item 16.

Page
Invoice No: 1310015211
Invoice Date: 04/10/23
Pymnt Terms: 30 DWOR

Customer No. C00157
PO Number HAGEN
Equipment Id.: 24410
VIN #: 4P1CC01D6BA012194
Description: APPARATUS
Veh. Miles: 63,522
Veh. Hours: 6,961
Approved:

Invoice to:
CITY OF CARTERSVILLE, GA

P.O. BOX 1390

CARTERSVILLE GA 30120
USA

Table with columns: No., Description, Quantit, Price, Amount, Disc. %, Disc. Amt., Total. Rows include sections for E-4 24410 CHASSIE SERVICE, E-4 24410 FRONT AND REAR BRAKES REPLACEMENT, and E-4 24410 FRONT SUSPENSION.

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.



IN SERVICE TO SERVE YOU

TEN-8 FIRE & SAFETY, LLC

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone: 800-228-8368
Fax: 941-756-2598

Invoice to:

CITY OF CARTERSVILLE, GA

P.O. BOX 1390

CARTERSVILLE GA 30120
USA

Original

Service Invoice

Page

7/2

Invoice No:

Meeting: April 20, 2023 Item 16.

Invoice Date

Payment Terms

30 DWOR

Customer No. C00157
PO Number HAGEN
Equipment Id.: 24410
VIN #: 4P1CC01D6BA012194
Description: APPARATUS
Veh. Miles: 63,522
Veh. Hours: 6,961
Approved:

Currency: \$

Table with 8 columns: No., Description, Quantit, Price, Amount, Disc. %, Disc. Amt., Total. Rows include items like BELLOWS, EXHAUST, CLAMP-IN, etc.

Tax Details

Table with 4 columns: Tax Code, Tax %, Net, Tax

Additional Expenses:

Shipping Type:

Table with 7 columns: #, Description, Net, Tax Code, Tax %, Tax, Gross. Row 1: FREIGHT SER GA

Subtotal: \$ 9,900.67
Freight: \$ 153.93
Total Before Tax: \$ 10,054.60
Total Tax Amount: \$ 0.00
Total Amount: \$ 10,054.60

Handwritten signature and date: APR 11 2023

Red stamp form with fields: APPROVED FIRE DEPT., DATE APPROVED, DEPT HEAD, CITY MGR, CHARGE ACCOUNT(S), AMOUNT, TOTAL



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Lift Station Pump Repair
DEPARTMENT SUMMARY RECOMMENDATION:	<p>One of two sewer lift station submersible pumps serving the area east of I-75 on Main Street has failed and needs major repair or replacement. The Water Department received quotes for repair and replacement of the pump from the sole source service/manufacturer, Xylem Water Solutions USA, Inc. The repair cost is \$46,882.92 and the replacement cost is \$70,418.60.</p> <p>It is the Water Department’s intention to replace this entire lift station within the next fiscal year, as it was not designed for the demand of development in this area and the current pumps would be inadequate for the new lift station. For this reason, I recommend repair of the pump for a cost of \$46,882.92.</p> <p>This is a budgeted maintenance expense to be paid from account 505.3330.52.2361.</p>
LEGAL:	N/A



**Xylem Water Solutions USA, Inc.
Flygt Products**

March 23, 2023

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE GA 30120-1390

Quote # R2023-ATL-0032
Project Name: CITY OF CARTERSVILLE
Job Name: Komatsu LS T#7140
Contact: Bart Sears
Phone: 7706075816
Email:
Work Order: WO-00184749

Product Identification

Product Number: 00-33000919016

Serial Number: 3300.091-0160006

Repair/Service Requirements and remarks

Seal fail

3300.091-0160006

Qty	Part Number	Description	Unit Price
1	82 40 75	WASHER,SS 49.5MM ID 60MM OD	\$ 1.56
2	82 41 04	WASHER,SS 42.5MM ID 60MM OD	\$ 25.76
2	82 44 26	WASHER,STEEL 90MM ID 110MM OD	\$ 67.16
1	82 81 54	O-RING 74.5 X 3.0 FPM	\$ 36.80
1	84 25 72	RING,SEAL NBR	\$ 72.68
1	84 44 18	GROMMET,CR 41ID 60OD 26L	\$ 208.84
50	94 21 11	CABLE,SUBCAB AWG 1/3-2-1-GC+ 41.7MM	\$ 85.56
2	374 56 00	RING,RETAINING	\$ 67.16
1	504 78 11	CABLE UNIT	\$ 193.20
1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$ 331.20
1	526 34 00	COVER,BEARING CI	\$ 1,720.40
1	527 72 00	ROTOR UNIT	\$ 10,947.08
1	591 56 00	CABLE ENTRY UNIT	\$ 1,564.92
1	601 89 24	KIT,REPAIR BASIC 3300.180	\$ 9,943.36
1	617 99 02	SEAL,MECHANICAL WCCR/WCCR	\$ 4,943.16
1	620 78 00	HOUSING,OIL CI	\$ 5,798.76
1	726 18 00	SEAL,MECHANICAL WCCR/WCCR	\$ 3,647.80
19	14-69 00 02A	LABOR,SVC FLYGT,NO TAX Z3-TP MODELS: 3000,7000,8000	\$ 140.00



Qty	Part Number	Description	Unit Price
1	14-69 00 21D	ENV FEE >50HP TP ENVIRONMENTAL FEE	\$ 110.00
1	14-69 00 24B	SHOP SUPPLIES-LARGE PUMPS TP MISC SHOP SUPPLIES FOR REPAIR	\$ 105.00
3300.091-0160006 Price			\$ 46,882.92

REPLACEMENT PUMP OPTION

Qty	Part Number	Description	Unit Price
1	3301.095-0010	Flygt Model NP-3301.095 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 85 HP 1750 RPM motor, 462 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 67,741.60
1	14-69 00 09A	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000	\$ 1,575.00
1	14-69 98 30T	SHIPPING AND HANDLING CHARGE	\$ 1,102.00
REPLACEMENT PUMP OPTION Price			\$ 70,418.60

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of payment: 100% N60 after invoice date – upon acceptance of purchase order and credit review

Please note: This repair was completed by an EX/FM Flygt trained technician to retain qualifying status of the "EX/FM" designation. Please note that if your product is NOT repair by an EX/FM Flygt manufacture trained technician through an approved Xylem Flygt repair ship, that service will eliminate the qualifying status of EX/FM designation.



Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Royals', is shown on a light gray background.

Kirsten Royals
Senior Technical Inside Sales III
Phone: 678-804-5692
Cell: 404-831-4726
kirsten.royals@xylem.com
Fax: 770-932-4321

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount Repair Replacement shown above.

Customer Name: _____ Date: _____

Customer Signature: _____ PO #: _____

Ship To: Will Pick Up Deliver Ship To

Ship/Delivery Address: _____

Bill To: _____

Taxable: Yes No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Change Order
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	WTP Electrical Upgrades Closeout
DEPARTMENT SUMMARY RECOMMENDATION:	<p>On July 1, 2021, Council approved a replacement upgrade to the 2400-volt switchgear for high service pumps #3 & #4 at the Water Treatment Plant. After numerous delays in manufacture and supply, the project has been completed.</p> <p>The contracted price with East Electrical Contractors, Inc was \$384,660.00. The final pay application and change order is for \$334,660.00. The \$50,000.00 deduction represents the unused contingencies in the project.</p> <p>We recommend approval of the final adjustment change order. This is a budgeted capital expense to be paid from account 505.3310.54.2339.</p>
LEGAL:	N/A

WIEDEMAN AND SINGLETON, INC.
CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

April 4, 2023

Sent Via Email

Mr. J. Sidney Forsyth
City of Cartersville
P.O. Box 1390
148 Walnut Grove Road
Cartersville, GA 30120

Re: High Service Pump Station No.2
Electrical Upgrades
City of Cartersville GA
W&S Project #027-20-120

Dear Mr. J. Sidney Forsyth:

Based on our observations of our engineers, contractor certifications, material testing reports, and other data, the referenced project was, to the best of our knowledge, constructed in substantial conformance with the contract plans and specifications. As such, we recommend final payment to the Contractor in the amount of \$334,660.00 as shown on the final pay application (Pay estimate #1- Final). Please execute and forward an electronic copy of the Final Change Order #1, attached, back to this office for our records.

We have also enclosed for your records the Sworn Statement for Final Payment from East Electrical Contractors, Inc.'s. Please keep us informed of any problems which may arise during the warranty period.

Sincerely,
WIEDEMAN AND SINGLETON, INC.



Ahmed An-naim, P.E.

Enclosures

CONTRACT MODIFICATION

Owner: CITY OF CARTERSVILLE, GEORGIA

Contractor: EAST ELECTRICAL CONTRACTORS, INC.

Change Order No. 1-FINAL

Date: April 4, 2023

Project: HIGH SERVICE PUMP STATION NO.2 ELECTRICAL UPGRADES

W&S Project No.: 027-20-120

Owners Project No.: 505.3310.54.2339

Description of Changes:

- 1. To adjust the contract to conform to the final adjusted quantities

Reason for Change:

- 1. To close the project out

	<u>Total Contract Cost</u>
Original Contract Amount	\$384,660.00
Final Quantity Summary, Total net Deduct	\$(50,000.00)
Revised Final Contract Amount	\$334,660.00

This Change is Acceptable To: EAST ELECTRICAL CONTRACTORS, INC., Contractor

Signed:  Title Project Mgr Date: 2023-04-04
Raymond D East, Jr

Approval of Change Requested By: CITY OF CARTERSVILLE, GEORGIA, Owner

Signed: _____ Title _____ Date: _____

Recommended By: WIEDEMAN AND SINGLETON, INC., Engineer

Signed:  Digitally signed by Ahmed An-Naim
 Date: 2023.04.04 16:16:35-04'00' Title Project Manager Date: 4/4/2023

CORRESPONDENCE RELATED TO CHANGE ORDER NO. 1-FINAL

EXHIBIT 1

FINAL QUANTITY SUMMARY

Project Name: HIGH SERVICE PUMP STATION NO.2 ELECTRICAL UPGRADES

Owner's Project No.: 505.3310.54.2339

Contractor: EAST ELECTRICAL CONTRACTORS, INC.

W&S Project Number: 027-20-120

Council Approval Date: 7/1/2021

Project Final Close-out Change Order

For Period 10/5/2021 THROUGH 3/31/2023

SECTION I - Construction of HSPS Rehabilitation (HSPS #2)

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER
1	Construction of Rehabilitation of HSPS #2 Electrical Upgrades	1.00	LS	\$ 115,009.00	\$ 115,009.00	1.00	\$ 115,009.00	\$ -
Section I Total					\$ 115,009.00		\$ 115,009.00	\$ -

SECTION II - Major Equipment

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER
1	Medium Voltage Reduced Voltage Starters Solid State Control (RVSS) (Specs Section 26 13 00)	1.00	LS	\$ 219,651.00	\$ 219,651.00	1.00	\$ 219,651.00	\$ -
2	Deduct for use of Owner furnished existing Multilin 869 for each Medium Voltage RVSS (Specs Section 26 13 00)	1.00	LS	\$ -	\$ -	0.00	\$ -	\$ -
Section II Total					\$ 219,651.00		\$ 219,651.00	\$ -

SECTION III - Cash Allowance

CONTRACT LINE ITEMS		CONTRACT AMOUNTS BY LINE ITEM				COMPLETED		AMOUNT
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	COST PER UNIT	TOTAL ITEM COST	QUANTITY	TOTAL COST	OVER/UNDER
1	Owner Contingency Allowance	1	LS	\$ 30,000.00	\$ 30,000.00	0.00	\$ -	\$ (30,000.00)
3	Preventative Maintenance & Repair Allowance	1	LS	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	\$ (20,000.00)
Section III Total					\$ 50,000.00		\$ -	\$ (50,000.00)

Section I-III Grand Total

\$ 384,660.00

\$ 334,660.00

\$ (50,000.00)

WIEDEMAN AND SINGLETON, INC.

CIVIL AND ENVIRONMENTAL ENGINEERS

TROY BEGAN
PETER JOHNS
CARL SCHNEIDER

3091 GOVERNORS LAKE DRIVE
SUITE 430
NORCROSS, GEORGIA 30071

PETER SNYDER
HAROLD WIEDEMAN

131 EAST MAIN STREET
SUITE 300
ROCK HILL, SOUTH CAROLINA 29730

WWW.WIEDEMAN.COM

April 4, 2023

Sent Via Email

Mr. J. Sidney Forsyth
City of Cartersville
P.O. Box 1390
148 Walnut Grove Road
Cartersville, Georgia 30120

Re: High Service Pump Station No.2
Electrical Upgrades
Pay Estimate No.1-Final
City of Cartersville GA
W&S Project #027-20-120

Dear Mr. J. Sidney Forsyth:

Enclosed is electronic copy of the Contractor’s Application for Payment No.1-Final for the referenced project. The pay request has been reviewed by Wiedeman and Singleton, Inc. and payment is recommended to the Contractor in the amount of \$334,660.00. The payment covers work performed during the period from October 5, 2021, through March 31, 2023. For your convenience, a copy of the approved request has been sent to the Contractor.

If this pay request meets with your approval, please process it for payment. If you have any questions, please do not hesitate to call.

Sincerely,

WIEDEMAN AND SINGLETON, INC.



Ahmed Annaim, P. E.
Project Engineer

Enclosures

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

FROM: East Electrical Contractors, Inc.
995 Marietta Industrial Drive
Marietta, GA 30062-2443

PROJECT HIGH SERVICE PUMP STATION NO.2 ELECTRICAL UPGRADES
PROJECT ADDRESS: 237 ALLATOONA DAM ROAD, CARTERSVILLE, GA 30120
PAYMENT REQUEST NO: 1-FINAL
Period 10/5/2021 TO 3/31/2023
OWNER'S PROJECT NO.: 505.3310.54.2339
COUNCIL APPROVAL DATE: 7/1/2021

STATEMENT OF CONTRACT ACCOUNT:

1. Original Contract Amount	\$ 384,660.00
2. Approved Change Order Nos.	(\$50,000.00)
3. Adjusted Contract Amount	\$ 334,660.00
4. Value of Work Completed to Date	\$ 334,660.00
5. Value of Approved Change Orders Completed	
6. Materials Stored on Site	\$ 0.00
7. Total to Date	\$ 334,660.00
8. Less Amount Retained (10%)	\$ 0.00
9. Total Less Retainage	\$ 334,660.00
10. Less Previously Certified (Deduct)	\$ 0.00
11. AMOUNT OF THIS REQUEST	\$ 334,660.00

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and CITY OF CARTERSVILLE relating to the above referenced project.

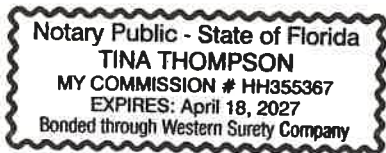
I also certify that all materials furnished and work performed to date under said agreement is, he avers, in accordance with the plans and specifications, and all costs and bills for labor performed and materials used in the execution of said agreement have been paid. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment Compensation laws and Worker's Compensation laws insofar as applicable to the performance of this contract.

Subscribed and sworn before me this
3/31/2023

By: 
Raymond D. East, Jr.

Notary Public: 

Title: President



Please mail all checks to:
East Electrical Contractors, Inc.
6329 Palm Court
Panama City Beach, FL 32408-3725

COMMENTS IN RED MADE BY THE ENGINEER.
AHMED AN-NAIM, P.E.
WIEDEMAN AND SINGLETON, INC.

 Digitally signed by
Ahmed An-Naim
Date: 2023.04.04
13:59:52-04'00'

CONTINUATION SHEET

Meeting: April 20, 2023 Item 18.

The Subcontractor's Affidavit and Request for Payment, APPLICATION FOR PAYMENT Must Accompany this Continuation Sheet. The Application for payment should summarize the amounts tabulated below. Subcontractor MUST submit signed Billing Coversheet in order for billing to be processed.

APPLICATION NO: 1
 APPLICATION DATE: 3/31/2023
 PERIOD TO: 3/31/2023
 PROJECT NO: 20013

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE D VALUE	D		F MATERIALS PRESENTLY STORED (NOT IN D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			E WORK COMPLETED			TOTAL COMPLETE D AND STORED TO DATE (D+E+F)	% COMPLETED (G / C)		
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	HS Pump Station Electrical Upgrades	115,009.00	0.00	115,009.00	0.00	115,009.00	100	0.00	0.00
2	Item 1- Medium Voltage Starters	219,651.00	0.00	219,651.00	0.00	219,651.00	100	0.00	0.00
3	Item 1- Owner Contingency Allowance	30,000.00	0.00	30,000.00	0.00	30,000.00	100	0.00	0.00
4	Item 2- Preventative Maintenance	20,000.00	0.00	20,000.00	0.00	20,000.00	100	0.00	0.00
5	Credit for Section 3 Item # 1	-30,000.00	0.00	-30,000.00	0.00	-30,000.00	100	0.00	0.00
6	Credit for Section 3 Item # 2	-20,000.00	0.00	-20,000.00	0.00	-20,000.00	100	0.00	0.00
Totals		334,660.00	0.00	334,660.00	0.00	334,660.00	100	0.00	0.00

SWORN STATEMENT FOR FINAL PAYMENT


STATE OF Georgia)
) SS
COUNTY OF Bartow)

Affiant Raymond D. East, Jr., being duly sworn, deposes and states that he is of President, East Electrical Contractors, Inc. the General Contractor, for Construction of High Service Pump Station # 2 Electrical Upgrades, and that he is duly authorized to make this affidavit on behalf of said Contractor and that he has positive knowledge of the facts herein stated.

Affiant states that the work contracted for under said Contract has been fully completed, and that all materials furnished to said Contractor and used in said work have been fully paid for, based on payments received.

Affiant further states that all labor and material used in the prosecution of the work under said Contract has been fully paid for, and all subcontractors, employees, and furnishers of machines, equipment, tools, materials and labor have each been paid in full, based on payment received.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature this 5th. day of April, 20 23.

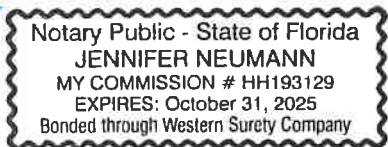

Signature

Subscribed and sworn to before me Raymond East Jr on April 5,
20 23 Name Date

My commission expires 10/31/25



END OF SECTION





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Grant Application/Acceptance
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Good Neighbor Homeless Shelter Grant Application
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This is the annual approval/certification requested in order for the Good Neighbor Homeless Shelter to make application for grant funds from the Georgia Department of Community Affairs. By approving, you are saying that based on a review of the application and/or supporting documents that:</p> <ol style="list-style-type: none">1. The Good Neighbor Homeless Shelter is within the jurisdiction of this local government, and2. They are approved for funding by DCA.
LEGAL:	N/A

Local Government Approval

This form is required for Emergency Shelter applications only.

To:	Georgia Department of Community Affairs		
Subject:	2023 Application for Emergency Solutions Grants Program (ESG)		
Applicant:	Good Neighbor Homeless Shelter	HMIS	Agency Homeless Shelter Action C Name:

Based on a review of the application and/or supporting documents submitted by the above named applicant –

1. The projects named below are within the jurisdiction of this local government; and
2. The projects are approved for funding consideration by DCA.

Project Name	Project Type – Application I - Emergency Shelter	HMIS Project Name	Amount Requested
Women's/Families Shelter	Emergency Shelter	Goals	\$70,000
Men's Shelter	Emergency Shelter	Goals Men's	\$70,000
Total DCA Funds Requested:			\$140,000

In making this approval, we reserve the right to withdraw it, in whole or in part, at any time.

City of Cartersville
Name of Approving Local Government

By: _____
Name of Authorized Official Signature of Authorized Official Date

Note that local government approval is required by law for nonprofit ESG applicants seeking emergency shelter funding. Local boards and authorities are encouraged to collaborate and plan with local governments, Continuums of Care and other organizations that serve persons experiencing or at risk of homelessness, but do not have to obtain official local approval. Please return executed approval to Applicant. This format is designed and ESG is administered by the Office of Homeless and Special Needs Housing, GA Department of Community Affairs (DCA), 60 Executive Park South, NE, Atlanta, GA 30329. DCA Contact: Dr. Harvinder Makkar, (470) 382-3518, email harvinder.makkar@dca.ga.gov



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	April 20, 2023
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	February 2023 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for February 2023.
LEGAL:	None

MONTHLY SUMMARY
As of February 28, 2023

	FY 2021-22	FY 2022-23	FY 2021-22	FY 2022-23	OF BUDGET (Year to Date)
	MONTH OF February-22	MONTH OF February-23	Year to Date February-22	Year to Date February-23	
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$2,585,669	\$2,121,950	\$21,852,854	\$28,583,688	84.73%
EXPENDITURE	\$4,631,961	\$2,263,759	\$21,529,826	\$20,713,398	61.40%
Gen. Fund Net Profit (Loss)	(\$2,046,292)	(\$141,809)	\$323,028	\$7,870,290	
WATER & SEWER					
REVENUE	\$2,498,661	\$2,612,733	\$17,614,038	\$20,517,574	55.11%
EXPENDITURE	\$1,674,386	\$1,729,857	\$13,252,878	\$13,000,914	34.92%
Wtr. & Swr. Fund Net Profit (Loss)	\$824,275	\$882,876	\$4,361,160	\$7,516,660	
<i>As of February 31, 2023 a total of \$1,316,560 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
GAS					
REVENUE	\$4,706,005	\$4,411,635	\$23,510,563	\$34,634,575	100.82%
EXPENDITURES	\$2,481,095	\$2,358,829	\$20,907,186	\$28,877,707	84.06%
Gas Fund Net Profit (Loss)	\$2,224,910	\$2,052,806	\$2,603,377	\$5,756,868	
ELECTRIC					
REVENUE	\$4,043,510	\$4,336,694	\$33,779,403	\$37,953,224	69.66%
EXPENDITURES	\$4,191,750	\$4,435,610	\$33,828,078	\$37,512,002	68.85%
Electric Fund Net Profit (Loss)	(\$148,240)	(\$98,916)	(\$48,675)	\$441,222	
STORMWATER					
REVENUE	\$128,216	\$134,658	\$1,035,747	\$1,059,818	66.16%
EXPENDITURE	\$100,797	\$90,693	\$835,594	\$856,177	53.44%
Stormwater Fund Net Profit (Loss)	\$27,419	\$43,965	\$200,153	\$203,641	
SOLID WASTE					
REVENUE	\$247,567	\$398,586	\$2,324,320	\$2,958,006	81.31%
EXPENDITURE	\$204,882	\$210,323	\$1,967,994	\$2,388,607	65.65%
Solid Waste Fund Net Profit (Loss)	\$42,685	\$188,263	\$356,326	\$569,399	
FIBER OPTICS					
REVENUE	\$217,317	\$217,298	\$1,680,619	\$2,714,519	105.06%
EXPENDITURE	\$230,926	\$158,883	\$1,504,257	\$1,625,982	62.93%
Fiber Fund Net Profit (Loss)	(\$13,609)	\$58,415	\$176,362	\$1,088,537	

	Description	2/28/2023	FY 2023 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$28,583,688	\$32,634,786	87.59%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$4,911,833	\$3,709,136	6253335.00%
	Local Option Sales Tax (LOST)	\$4,830,375	\$5,655,350	85.41%
	Other Taxes	\$8,402,344	\$9,844,265	85.35%
	Building Permit & Inspection Fees	\$851,022	\$500,000	170.20%
	Fines and Forfeitures	\$206,030	\$350,000	58.87%
	Operating Transfers In-City Utilities	\$2,085,107	\$3,921,595	53.17%
	Other Revenues	\$6,362,177	\$6,784,840	93.77%
	School Bonds	\$934,800	\$1,869,600	50.00%
	Total Expenditures	\$20,713,398	\$33,736,215	61.40%
	Personnel Expenses	\$13,948,292	\$21,154,470	65.94%
	Operating Expenses	\$5,234,253	\$8,231,995	63.58%
	Capital Expenses	\$243,928	\$2,010,650	12.13%
	GO Bond Expense for School	\$934,800	\$1,869,600	50.00%
	Library Appropriations	\$352,125	\$469,500	75.00%
	Water & Sewer Fund	Total Revenues	\$20,517,574	\$37,578,785
Water Sales		\$12,024,475	\$14,418,600	83.40%
Sewer Sales		\$6,680,141	\$7,618,465	87.68%
Bond Proceeds		\$0	\$4,750,000	0.00%
Use of Reserves		\$0	\$8,445,720	0.00%
Prior Year Capacity Fees		\$0	\$1,660,000	0.00%
Other Revenues		\$1,812,958	\$686,000	264.28%
Total Expenditures		\$13,000,914	\$37,578,785	34.60%
Personnel Expenses		\$2,928,789	\$4,772,175	61.37%
Operating Expenses		\$3,039,078	\$5,474,765	55.51%
Capital Expenses		\$1,802,104	\$16,360,000	11.02%
Capital Expenses (Bond Funds)	\$1,316,560	\$4,750,000	27.72%	
Transfer To General Fund	\$1,737,962	\$2,603,620	66.75%	
Debt Payments	\$2,176,421	\$3,618,225	60.15%	
Gas Fund	Total Revenues	\$34,634,575	\$34,353,845	100.82%
	Gas Sales	\$30,041,861	\$27,171,365	110.56%
	Gas Commodity Charge	\$982,096	\$1,494,210	65.73%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$3,610,618	\$1,627,250	221.88%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$28,877,707	\$34,353,845	84.06%
	Personnel Expenses	\$1,591,257	\$2,575,270	61.79%
	Operating Expenses	\$984,634	\$1,738,485	56.64%
Purchase of Natural Gas	\$21,143,861	\$19,372,045	109.15%	
Transfer to General Fund	\$2,405,402	\$3,608,105	66.67%	
Debt Service	\$455,264	\$779,695	58.39%	
Capital Expenses	\$2,297,289	\$6,280,245	36.58%	

	Description	2/28/2023	FY 2023 Budget	% of Monthly Totals to Budget	
Electric Fund	Total Revenues	\$37,953,224	\$54,485,200	69.66%	
	Electric Sales	\$36,754,490	\$49,562,840	74.16%	
	Other Revenues	\$1,198,734	\$2,123,850	56.44%	
	Use of Reserves	\$0	\$2,798,510		
	Total Expenses	\$37,512,002	\$54,485,200	68.85%	
	Personnel Expenses	\$2,047,428	\$2,942,740	69.58%	
	Operating Expenses	\$1,152,624	\$1,798,105	64.10%	
	Purchase of Electricity	\$30,844,135	\$41,921,610	73.58%	
	Capital Expenses	\$1,242,512	\$4,484,790	27.71%	
	Transfer to General Fund	\$2,225,303	\$3,337,955	66.67%	
Stormwater Fund	Total Revenues	\$1,059,818	\$1,602,000	66.16%	
	Stormwater Revenues	\$1,032,807	\$1,538,000	67.15%	
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!	
	Other Revenues	\$27,011	\$14,000	192.94%	
	Proceeds from Capital Leases	\$0	\$50,000	0.00%	
	Use of Reserves	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	Total Expenses	\$856,177	\$1,602,000	53.44%	
	Personnel Expenses	\$579,600	\$854,200	67.85%	
	Operating Expenses	\$276,577	\$406,145	68.10%	
Capital Expenses	\$0	\$341,655	0.00%		
Solid Waste Fund	Total Revenues	\$2,958,006	\$3,638,135	81.31%	
	Refuse Collections Revenues	\$2,542,011	\$3,154,240	80.59%	
	Other Revenues	\$74,856	\$77,000	97.22%	
	Proceeds From Capital Leases	\$341,139	\$406,895	83.84%	
	Total Expenses	\$2,388,607	\$3,638,135	65.65%	
	Personnel Expenses	\$1,065,805	\$1,541,835	69.13%	
	Operating Expenses	\$1,204,831	\$1,689,405	71.32%	
	Capital Expenses	\$117,971	\$406,895	28.99%	
	Fiber Optics Fund	Total Revenues	\$2,714,519	\$2,583,800	105.06%
		Fiber Optics Revenues	\$1,600,642	\$2,399,000	66.72%
GIS Revenues		\$77,075	\$115,500	66.73%	
Proceeds from Capital Leases		\$0	\$0	#DIV/0!	
Other Revenues		\$1,036,802	\$69,300	1496.11%	
Total Expenses		\$1,625,982	\$2,583,800	62.93%	
Personnel Expenses		\$633,832	\$931,440	68.05%	
Operating Expenses		\$767,989	\$1,037,985	73.99%	
MEAG Telecom Statewide Pymt		\$1,971	\$7,890	0.00%	
Debt Payment		\$5,306	\$0	0.00%	
Capital Expenses	\$87,228	\$412,000	21.17%		
Transfers to General Fund	\$129,656	\$194,485	66.67%		

Cash Position	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$64,173,865.40	\$65,068,680.73	\$66,636,417.94	\$68,343,258.41	\$74,286,980.83	\$85,524,327.27	\$76,377,948.59
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95	\$188,897,215.65	\$192,476,089.23	\$199,409,273.98	\$197,166,502.93
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance		\$79,818,867.18	\$82,796,970.41				
Total Restricted Cash Balance		\$199,006,379.81	\$199,879,170.63				

Highlights for the Month of February 2023:
 Unrestricted cash increased due to increases in the Grant, Water, Stormwater, Electric, Gas, Solid Waste, and Fiber Funds, while decreases occurred in the General and Garage funds.

Restricted cash decreased due to increases in the Hotel Motel Tax, TPD, Motor Vehicle Tax, GO Parks & Rec Bond, Debt Service, and SPLOST 2020 Funds, while decreases occurred in the ARPA, Pension, and the DEA funds.

SPLOST Account Balances	
SPLOST 2003	\$11,618.16
SPLOST 2014	\$231,991.10
SPLOST 2020	\$9,089,965.39