



**CARTERSVILLE  
CITY COUNCIL MEETING**  
Council Chambers, Third Floor of City Hall  
Thursday, March 02, 2023 at 7:00 PM

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**AGENDA**

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**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.](#) February 16, 2023 Council Meeting Minutes

**APPOINTMENTS**

- [2.](#) Cartersville Building Authority Appointment

**FIRST READING OF ORDINANCES**

- [3.](#) Noise Ordinance
- [4.](#) Urban Camping
- [5.](#) Panhandling
- [6.](#) Signs and Outdoor Advertising Ordinance Update

**CONTRACTS/AGREEMENTS**

- [7.](#) Service Agreement with Georgia Interpreting Services Network

## **BID AWARD/PURCHASES**

- [8.](#) Fourth Quarter 2022 Motorola Radio Invoice
- [9.](#) New World 2023 Software Maintenance Cost
- [10.](#) GPON Fiber Optic Platform
- [11.](#) Fiber Pathway Installation
- [12.](#) Meters for 175 E. Main Apartments
- [13.](#) Replacement Vehicle
- [14.](#) D&C Material Restock
- [15.](#) Water Meter Invoice

## **CONTRACTS/AGREEMENTS**

- [16.](#) Brown Farm Road Sewer Lift Station Transfer

## **RESOLUTIONS**

- [17.](#) SAFER Resolution

## **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](http://www.cityofcartersville.org)**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Council Meeting Minutes
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	February 16, 2023 Council Meeting Minutes
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Council Minutes from February 16, 2023 have been uploaded for your review and approval.
<b>LEGAL:</b>	NA

City Council Meeting  
10 N. Public Square  
February 16, 2023  
6:00 P.M. – Work Session  
7:00 P.M. – Council Meeting

**WORK SESSION**

Mayor Matthew Santini opened Work Session at 6:00 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Fox made a motion to go into a Closed Session for the purposes of Property and Personnel. Council Member Hodge seconded the motion. The motion carried unanimously. Vote:5-0.

Mayor Santini closed Work Session at 6:45 P.M.

**OPENING MEETING**

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

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Hodge.

The City Council met in Regular Session with Matthew Santini, Mayor presiding, and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six  
Dan Porta, City Manager; Samantha Fincher, Assistant City Clerk; and Keith Lovell, Assistant City Attorney.

Absent: Calvin Cooley, Council Member Ward Four

**REGULAR AGENDA**

**COUNCIL MEETING MINUTES**

**1. February 2, 2023, Council Meeting Minutes**

Council Member Fox made a motion to approve the February 2, 2023, Meeting Minutes. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

**SECOND READING OF ORDINANCES**

**2. Schedule of Charges Update**

Freddy Morgan, Assistant City Manager, stated this request is to remove advance payment requirements for the City of Cartersville School System, City of Cartersville, or Bartow County (a)(14) h.

Council Member Fox made a motion to approve the Schedule of Charges Update. Council Member Roth seconded the motion. The motion carried unanimously. Vote:5-0.

Ordinance no. 06-23

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES, CHAPTER 24 - UTILITIES, ARTICLE II. - RATES, CHARGES, BILLING AND COLLECTION PROCEDURES, Sec. 24-21. - Schedule of charges, etc. paragraph (a)(14)h and (a)(14)i, are hereby amended by deleting said paragraphs in their entirety and replacing them as listed below:

1.

Sec. 24-21. Schedule of charges, etc.

(a)(14).

h. Commercial, industrial, and governmental customers will be required to pay an advance payment of two (2) times their average estimated monthly utility bill, prior to service being connected or provide an insurance bond or letter of credit renewed annually to the city which provides for immediate payment upon notification by the city. Advance payments are not required for the City of Cartersville School System, City of Cartersville, or Bartow County.

(a)(14).

i. City customers who pay for utility bills and other utility invoices with a credit or debit card will be charged a flat convenience fee.

2.

All other existing provisions of Sec. 24-21. not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: February 2, 2023  
SECOND READING: February 16, 2023

ATTEST:  SAMANTA FINCHER, DEPUTY CITY CLERK  
 MATTHEW J. SANTINI, MAYOR  


CONTRACTS/AGREEMENTS

3. Contract for Sale of 178 W. Main Street Property

Mr. Morgan stated the City of Cartersville released an RFP on October 11, 2021, for the property at 178 West Main Street, Cartersville, Georgia. The City received two (2) proposals. The proposals were from McWhorter Capital Partners and Womack Custom Homes After a recommendation from the rating committee, the Council voted to move forward with McWhorter Capital Partners. After their due diligence process, McWhorter chose to opt out of their agreement and forfeited their escrow money. Womack Custom Homes and JB Henderson Properties, Inc. were contacted to gauge their interest in progressing with the project. At the October 20, 2022, meeting, Council authorized staff to enter negotiations with Womack Custom Homes and JB Henderson Properties, Inc. The contract with JB Henderson Properties, Incorporated includes design and construction stipulations and is recommended for approval.

Council Member Wren made a motion to approve the Contract for the Sale of 178 W. Main Street Property. Council Member Hodge seconded the motion. The motion carried unanimously. Vote: 5-0.

**RESOLUTIONS**

**4. Authorized Representative for Settlement Purposes**

Keith Lovell, Assistant City Attorney stated in order to participate in the relevant Allergan, Teva, CVS, Walgreens, and Walmart settlements, the city must appoint an authorized representative for settlement purposes to sign all relevant documents. It is recommended that the City Manager, Dan Porta, be authorized to execute any documents required.

Council Member Fox made a motion to approve the appointment of Mr. Porta as the Authorized Representative for Settlement Purposes. Council Member Wren seconded the motion. The motion carried unanimously. Vote: 5-0.

**RESOLUTION 04-23**

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING THE CITY MANAGER AS THE CITY REPRESENTATIVE FOR THE NATIONAL PRESCRIPTION OPIATE LITIGATION AND AUTHORIZING HIM TO SIGN SETTLEMENT DOCUMENTS**

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

**WHEREAS**, in order to participate in the relevant Allergan, Teva, CVS, Walgreens, and Walmart settlements, the City must appoint an authorized representative for settlement purposes to sign any all relevant documents.

**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 settlement with Allergan, Teva, CVS, Walgreens, and Walmart, and hereby appoint the City Manager, Dan Porta, to serve as the authorized representative for the City of Cartersville for the relevant Allergan, Teva, CVS, Walgreens, and Walmart settlements and hereby authorize the City Manager to execute Exhibit K - Subdivision and Special District Participation Form, and any and all other documents required for the Allergan, Teva, CVS, Walgreens, and Walmart settlements.

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE**, this 16<sup>th</sup> day of February, 2023.

ATTEST:

*/s/ Samantha Fincher*  
Samantha Fincher, Deputy City Clerk  
City of Cartersville, Georgia

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



**ENGINEERING SERVICES**

**5. Wastewater Capacity Evaluation**

Sidney Forsyth, Water Department Director, stated due to projected demands from large industrial customers of the Bartow County Water and Sewer System, it is necessary to evaluate the sewer collection and treatment capacity of the City’s sewerage system needed to accommodate the additional hydraulic and treatment demands. The Water Department has requested a proposal from Hazen & Sawyer Engineering to perform this evaluation. Hazen has proposed a study and report cost of \$98,700.00 for the data collection and analysis, capacity assessment, and master plan update. The results will be available four months from the

approval date. This is not a budgeted item, but funding is available from Water Department revenue. This evaluation is recommended for approval.

Council Member Hodge made a motion to approve the Wastewater Capacity Evaluation. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

## **6. Westside Feeder Main Engineering**

Mr. Forsyth stated the West side of the water system is in need of a large-diameter transmission main to improve water distribution system reliability. This main line would complete a “loop” of 24-inch lines providing service to City water customers and a more reliable and greater capacity of service to the Bartow County Water System. The increased hydraulic demand, the need for better storage tank level control, and associated water quality maintenance on the North and West portions of the water distribution system have made this project more necessary. The proposed 36-inch water main route would essentially follow Nancy Creek from Burnt Hickory Road at Hwy 113 to Hwy 41 at Mac Johnson Road. The Water Department has engaged with Hazen and Sawyer Engineers to provide design, permitting assistance, and bid phase engineering for this project. The proposed cost of these services is \$547,000.00. This is not a budgeted expense. Funds are available in Water Department revenue.

Council Member Fox made a motion to approve the Westside Feeder Main Engineering. Council Member Stepp seconded the motion. The motion carried unanimously. Vote: 5-0.

## **BID AWARD/PURCHASES**

### **7. WPCP Primary Gate Actuator**

Mr. Forsyth stated the electric actuator for the #1 primary lift screw effluent gate has failed and needs to be replaced. The Water Department requested and received 3 bids for a replacement actuator and installation assistance:

1. Chalmers & Kubeck \$10,750.00
2. Georgia Western \$12,504.70
3. Southern Valve & Pump \$13,418.75

Mr. Forsyth recommended the purchase of the actuator from the lowest bidder, Chalmers & Kubeck. This is a budgeted maintenance item.

Council Member Stepp made a motion to approve the WPCP Primary Gate Actuator. Council Member Wren seconded the motion. The motion carried unanimously. Vote: 5-0.

Mr. Porta welcomed everyone to the groundbreaking ceremony of the Water Department’s new administration building on February 27, 2023, at 2:00 P.M.

### **8. 8-Inch Valve Purchase**

Michael Dickson, Gas Department Director stated the Gas Department requested bids for the purchase of an 8-inch valve to replace one to be used from stock. Three bids were received and Consolidated Pipe and Supply of Lawrenceville, GA submitted the low bid of \$8,157.00. This is a budgeted item and is recommended for approval.

Council Member Hodge made a motion to approve the 8-Inch Valve Purchase. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

## **ADDED ITEMS**

Council Member Hodge made a motion to add five items to the agenda. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

### **9. MGAG Invoice**

Mr. Dickson requested authorization to pay an invoice from MGAG, this invoice is to cover Subscribed Regulatory Service dues combined with our annual American Public Gas Association dues in the amount of \$13,250.91.

Council Member Fox made a motion to approve the invoice payment to MGAG. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

### **10. Joint Consent Agreement**

Mr. Lovell stated the City must appoint an authorized representative to sign all documents related to the Joint Consent Agreement. It is recommended that the Mayor, Matthew Santini, be authorized to execute any documents required.

Council Member Fox made a motion to approve the appointment of Mayor Santini as the authorized representative to execute the Joint Consent Agreement. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.



RESOLUTION 0623

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING THE MAYOR AS THE CITY REPRESENTATIVE FOR THE JOINT CONSENT AGREEMENT AND AUTHORIZING HIM TO SIGN THE JOINT CONSENT AGREEMENT

WHEREAS, the City of Cartersville is one of the parties to the Bartow County-Wide Safety Plan ("CWSP") before the Georgia Public Service Commission; and

WHEREAS, the Bartow County-Wide Safety Plan has been amended, and the City must appoint an authorized representative to sign the Joint Consent Agreement updating said plan and any and all other relevant documents related to the CWSP; and

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 Joint Consent Agreement, and hereby appoint the Mayor, Matthew J. Santini, to serve as the authorized representative for the City of Cartersville to sign the attached Joint Consent Agreement.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 16 day of February, 2023.

ATTEST:

*Samantha Fincher*  
Samantha Fincher, Assistant City Clerk  
City of Cartersville, Georgia

*Matthew J. Santini*  
Matthew J. Santini, Mayor  
City of Cartersville, Georgia



11. Ante Litem Notice

Mr. Lovell stated the City of Cartersville received an Ante-Litem Notice from Omar Hansborough and Daniel Puebla, concerning alleged claims against the city relating to an incident. Mr. Lovell recommended denial of the claim.

Council Member Stepp made a motion to approve the denial of the Ante Litem Notice. Council Member Wren seconded the motion. The motion carried unanimously. Vote: 5-0.

RESOLUTION NO. 05-23

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA

WHEREAS, on or about January 22, 2023, the City of Cartersville received an ante-litem notice emailed on January 22, 2023, from Omar Hansborough and Dania Puebla, concerning alleged claims against the City relating to an incident which occurred on or about July 10, 2022.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council that the City of Cartersville denies the Ante Litem Notice claim submitted as referenced above, based on the information currently available to it, and directs the City Attorney's Office to inform Omar Hansborough and Dania Puebla of said denial.

BE IT AND IT IS HEREBY RESOLVED this 16 day of February, 2023.

*Matthew J. Santini*  
Matthew J. Santini, Mayor  
City of Cartersville, Georgia

ATTEST:

*Samantha Fincher*  
Samantha Fincher, Assistant City Clerk  
City of Cartersville, Georgia



**12. TalenTrust Addendum**

Mr. Porta stated an addendum has been made to the recruitment and consulting agreement between the City and TalenTrust. The original contract was to fill the Water Department Engineer position but since the position has been filled by the City, TalenTrust has exchanged the position for the Building Inspector position.

Council Member Hodge made a motion to approve the TalenTrust Addendum. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

**13. Parks and Recreation Director**

Mr. Porta stated that Tom Gilliam, Parks and Recreation Director, has turned in his resignation notice. It is recommended to appoint James Gordy, effective February 17, 2023, as the interim Director until the position is filled.

Council Member Hodge made a motion to approve the appointment of James Gordy as the interim Director. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

**MONTHLY FINANCIAL STATEMENT**

**14. December 2022 Financial Report**

Tom Rhinehart, Finance Director, went over the financial report for December 2022 and compared the numbers to December 2021.

**ADJOURNMENT**

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

Meeting Adjourned at 7:20 P.M.

/s/ \_\_\_\_\_  
Matthew J. Santini  
Mayor

ATTEST:  
/s/ \_\_\_\_\_  
Samantha Fincher  
Deputy City Clerk



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Cartersville Building Authority Appointment
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Tamara Brock has submitted her resignation from the Cartersville Building Authority, and as in past appointments, the City Manager has been appointed to this Board. Therefore, I recommend that the City Council appoint Dan Porta for this Board with a term expiration date of 5/15/2024.
<b>LEGAL:</b>	N/A



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	First Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Noise Ordinance
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The current Noise Ordinance is being amended to add restrictions to engine, muffler and/or exhaust system noise and is being recommended for your approval.
<b>LEGAL:</b>	Revisions by Archer & Lovell.

**Ordinance no. \_\_\_\_\_**

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 11 – MISCELLANEOUS PROVISIONS AND OFFENSES. ARTICLE III. – OFFENSES INVOLVING PUBLIC PEACE AND ORDER. DIVISION 1. GENERALLY. SECTION 11-101. LOUD, UNNECESSARY OR UNUSUAL, ETC., NOISES. is amended by deleting the same in its entirety, and replacing the same as indicated below.

1.

Sec. 11-101. Loud, unnecessary or unusual, etc., noises.

- (a) *Purpose.* This section is enacted as a general noise ordinance to protect, preserve, and promote the health, safety and welfare of the citizens of the City through the control of noise. It is the intent of this section to establish standards that will reduce excessive community noises, which are harmful and otherwise detrimental to individuals and to the community in the enjoyment of life and property and in the conduct of business.
- (b) *Sound measurement standards.* For the purposes of this section 11-101, "plainly audible" shall mean any sound emanating from the specific sound-producing sources set forth below which can be heard from the distances set forth below, using the following sound measurement standards: measurement shall be by the auditory senses of a person standing at a distance no less than the required minimum distance from the source of the sound. For music and other noise, words and phrases need not be discernable. For music and other noise, bass reverberations are included.
- (c) *Prohibited conduct.*
  - (1) Restrictions of 300 feet for 8:00 a.m. through 10:00 p.m. Sunday through Thursday and 8:00 a.m. through 11:00 p.m. on Friday and Saturday.
    - a. *Mechanical sound-making devices.* It is unlawful for any person or persons to play, use, operate, or permit to be played, used, or operated any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the building, structure or vehicle, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
    - b. *Human-produced sounds.* It is unlawful for any person or persons to yell, shout, hoot, whistle, or sing on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the place, building, structure, or in the case of real property,

- beyond the property limits, in which the person is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
- c. *Commercial advertising.* It is unlawful for any person or persons to use, operate, or permit to be used or operated any radio receiving device, musical instrument, phonograph, loud speaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public property for the purpose of commercial advertising or which serves to attract the attention of the public to any building, structure or vehicle in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the source of the sound cast upon the public streets or other public property or from the building, structure, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
  - d. *Party noise.* It is unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or social event to produce noise in such a manner that such noise is plainly audible at a distance of 300 feet or more from the building or structure from which the noise is emanating or in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday. For the purposes of this subsection, a "person in charge of a party or other social event" shall mean any adult person who is the owner of; resides in or on; rents, leases, or otherwise has the right to occupy the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, "noise" shall mean the same sounds, or any combination thereof, as described in paragraphs a. or b. above.
- (2) Restrictions of 100 feet for 10:00 p.m. through 8:00 a.m. Sunday through Thursday and 11:00 p.m. through 8:00 a.m. on Saturday and Sunday.
- a. *Mechanical sound-making devices.* It is unlawful for any person or persons to play, use, operate, or permit to be played, used, or operated any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the building, structure, or motor vehicle or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
  - b. *Human-produced sound.* It is unlawful for any person or persons to yell, shout, hoot, whistle, or sing on the public streets or sidewalks or on private property so as to create,

- or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the place on public streets and sidewalks, or in the case of private real property, beyond the property limits, on which the person is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
- c. *Commercial advertising.* It is unlawful for any person or persons to use, operate, or permit to be used or operated any radio receiving device, musical instrument, phonograph, loud speaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public property for the purpose of commercial advertising or which serves to attract the attention of the public to any building, structure or vehicle in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the source of the sound cast upon the public streets or other public property or from the building, structure, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
  - d. *Party noise.* It is unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or event to produce noise in such a manner that such noise is plainly audible at a distance of 100 feet or more from the building or structure from which the party noise is emanating or in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday. For the purposes of this subsection, a "person in charge of a party or other social event" shall mean any adult person who is the owner of; resides in or on; rents, leases, or otherwise has the right to occupy the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, "noise" shall mean the same sounds, or any combination thereof, as described in paragraphs a. or b. above.
- (3) *Restrictions regarding noise produced by consumer fireworks.* The use or ignition of consumer fireworks as defined in O.C.G.A. § 25-10-1 that willfully make, continue, or cause to be made or continued any excessive or unusually loud noise, except during the following dates and times:
- a. On January 1, the last Saturday and Sunday in May, July 3, July 4, the first Monday in September and December 31 beginning at the time of 10:00 a.m. and up to and including the ending time of 11:59 p.m.; and
  - b. On January 1 of each year beginning at the time of 12:00 midnight and up to and including the ending time of 1:00 a.m.
  - c. On any day not listed above from 12:00 a.m. midnight to 9:59 a.m., except as authorized by special permit.

For the purposes of this section, the term "consumer fireworks" shall have the meaning set forth in O.C.G.A. § 25-10-1(a)(1), but such term shall not include those items excluded therefrom in O.C.G.A. § 25-10-1(b) as such code section is enacted as of July 1, 2018 or as may be amended in the future.

- (4) *Apartments, condominiums, townhomes, and similar residential units.* Restrictions for areas within apartments, condominiums, townhouses, duplexes, or other such residential dwelling units. Except for persons within commercial enterprises that have an adjoining property line or boundary with a residential dwelling unit, it is unlawful for any person to make, continue, or cause to be made or continued any noise in such a manner as to be plainly audible to any other person a distance of five feet beyond the adjoining property line wall or boundary of any apartment, condominium, townhouse, duplex, or other such residential dwelling units with adjoining points of contact.

For the purposes of this subsection, "noise" shall mean human-produced sounds of yelling, shouting, hooting, whistling, singing, or mechanically-produced sounds made by radio-receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing, or amplifying of sound, or any combination thereof.

For the purposes of this subsection, "property line or boundary" shall mean an imaginary line drawn through the points of contact of:

- a. Adjoining apartments, condominiums, townhouses, duplexes or other such residential dwelling units with adjoining points owned, rented, or leased by different persons; or
- b. Adjoining common areas or adjoining exterior walls. Said property line or boundary includes all points of a plane formed by projecting the property line or boundary including the ceiling, the floor, and the walls.

- (5) *Exclusions.* The prohibitions of this section shall not apply to the following:

- a. Noises and/or sounds made by governmental or commercial entities in the normal course of their business;
- b. Noises and/or sounds emanating from any official property or City of Cartersville School District event on City of Cartersville School District property;
- c. Noises or sounds made by domestic animals, which noises or sounds are controlled by Chapter 5 of the City of Cartersville Code of Ordinances;
- d. Noises and/or sounds emitted by bells, chimes, or clocks, which occur for no longer than three minutes per hour, from structures located within the Downtown Entertainment Zone as shown on a map maintained in the office of the City Clerk;
- e. Live music emanating from a governmental or commercial entity located within the Downtown Business District, as shown on a map maintained in the office of the City Clerk, heard at a distance less than 1,000 feet from the governmental or commercial entity during the following times: Monday—Thursday from 4 p.m. to 9 p.m. and Friday—Saturday from Noon to 11 p.m.
- f. Sound volumes produced by radio, tape player, or other mechanical sound making device or instrument from within a motor vehicle on a street or highway, which sound



- is controlled by the O.C.G.A. § 40-6-14 and shall be enforced in accordance with said statute;
- g. Noises and/or sounds that are permitted by an event/film permit issued by the City Police Department; provided, however, that the producer or coordinator of the event/film must comply with the terms, restrictions and conditions of the permit issued by the city;
  - h. Noises or sounds made by law enforcement, first responders, and other public safety officials performing their public functions; or
  - i. Noises of safety signals and warning devices.
- (6) *Landscape maintenance devices.* Time restrictions on use of landscape maintenance motorized devices such as leaf blowers, lawn mowers, or chain saws. It is unlawful for any person to use or operate any noise-generating, motorized landscape maintenance devices, including, but not limited to, leaf blowers, lawn mowers, or chain saws, within any residential zoning district or in areas within 300 feet of any residential zoning district from 8:00 p.m. to 8:00 a.m. except that within the agricultural-residential zone no person shall use or operate any such devices within 300 feet of any residential dwelling on adjacent property between the hours of 9:00 p.m. and 8:00 a.m.
- (7) *Engine, muffler and/or exhaust system noise.* No person shall use, operate or cause to be used or operated any motor vehicle equipped (or the failure to be equipped) with an engine, muffler, muffler cutout, muffler bypass, bypass, muffler system, exhaust system, or similar device which causes a noise or sound which is plainly audible at a distance of 100 feet or more from the motor vehicle.
- (8) *Construction noise.* Between the hours of 9:00 p.m. and 7:00 a.m., construction noise of any type, including, but not limited to, noise caused by the erection (including excavation), demolition, alteration, or repair of any building, as well as the operation of any earth-moving equipment, crane, saw, drill, pile driver, steam shovel, pneumatic hammer, hoist, automatic nailer or stapler, or any similar equipment, shall not be plainly audible within any residential zoning district more than 100 feet beyond the property boundary of the property from which the noise emanates.

A variance from the above-referenced hours of operation for construction noise may be requested, in writing, at least 48 hours prior to the proposed construction operation, for consideration by the Director of Planning and Development. Such a request shall state:

- a. The reasons that support a claim of urgent need based on specific loss or inconvenience for such a variation from the allowable work hours;
- b. The impact that the denial of this request would have on the applicant's project and the surrounding properties;
- c. The steps which have been taken by the applicant to communicate those needs and impacts to owners of surrounding and nearby properties;
- d. The steps that have or will be taken to limit the impact of the proposed activity upon surrounding and nearby properties; and
- e. The possible risks to public health and safety.

If the Director finds that the application adequately demonstrates the urgent need for a variance from the above allowable work hours, adequately provides for mitigation of the impact upon surrounding and nearby properties and poses no additional risk to public health and safety, then permission shall be granted for a variance to alter the allowable work hours during one ten-day period.

The prohibitions of this subparagraph (8) shall not apply to government road, water, sewer, stormwater construction or maintenance projects or to utility company construction or maintenance projects.

- (9) *Commercial entities near single-family residential zoning districts.*
  - a. Notwithstanding any provisions of this section concerning noises and/or sounds caused to be made by commercial entities in the normal course of their business, the provisions and prohibitions of paragraph (c), "Prohibited Conduct," subparagraph (1), concerning "Restrictions of 300 feet for 8:00 a.m. through 10:00 p.m. Sunday through Thursday and 8:00 a.m. through 11:00 p.m. on Friday and Saturday" and its subparts a. through c. shall apply to noises and/or sounds generated by a commercial entity that are plainly audible within any single-family residential zoning district more than 300 feet beyond the property boundary of the property from which the noises and/or sounds emanate.
  - b. Notwithstanding any provisions of this section concerning noises and/or sounds caused to be made by commercial entities in the normal course of their business, the provisions and prohibitions of paragraph (c), "Prohibited Conduct," subparagraph (2), concerning "Restrictions of 100 feet for 10:00 p.m. through 8:00 a.m. Sunday through Thursday and 11:00 p.m. through 8:00 a.m. on Saturday and Sunday," and its subparts a. through c. shall apply to noises and/or sounds generated by a commercial entity that are plainly audible within any single-family residential zoning district more than 100 feet beyond the property boundary of the property from which the noises and/or sounds emanate.
- (d) *Severability clause.* A determination of the invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, subsection or part of this section shall not affect the validity of the remaining parts of this section.

2.

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

ATTEST:

\_\_\_\_\_  
MATTHEW J. SANTINI, MAYOR

\_\_\_\_\_  
JULIA DRAKE, CITY CLERK



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	First Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Urban Camping
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The proposed Urban Camping Ordinance, if approved, will regulate the practice of urban camping and the improper use of public areas for the benefit of the citizens and is recommended for your approval.
<b>LEGAL:</b>	Ordinance revisions by Archer & Lovell.

**ORDINANCE NO. \_\_\_\_\_**

**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 urban camping and the improper use of public areas 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 I. – IN GENERAL. SECTIONS 11-4 – 11-50 RESERVED. are hereby amended by deleting said sections in their entirety and replacing them as follows:

1.

**Sec. 11-4. – Urban Camping and Improper Use of Public Areas.**

(a) 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) *Camp or Camping* shall mean the use of an area for living-accommodation purposes such as sleeping activities, or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or storing personal property or storing other belongings, making a fire, carrying on cooking activities, or using a tent, or other structure for habitation. These activities constitute camping if, in light of all the circumstances, it reasonably appears that in conducting one or more of these activities, the person is in fact using the area as a living accommodation, regardless of the intent of the person or the nature of any other activities in which the person may also be engaging.

(2) *Storing Personal Property* shall mean leaving one’s personal effects, including, but not limited to, clothing, bedrolls, cookware, sleeping bags, luggage, knapsacks, backpacks, wagons, or shopping carts, unattended for more than one hour. This term shall not include the parking of a bicycle in an approved bicycle stand or designated parking area.

(3) *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.

(4) *Private property* shall mean real property owned by a non-governmental entity.

(5) *Interference with ingress or egress* shall mean camping, storing personal property, standing, sitting, lying down, using personal property, or performing any other activity where such activity:

a. materially interferes with the ingress into or egress from buildings, driveways, streets, alleys, or any other real property that has a limited number of entrances or exits, regardless of whether the property is owned in whole or in part by the city, a private owner, or another public entity, unless having received the prior express written permission of the property owner; or

b. reasonably appears, in light of all of the circumstances, to have the purpose or effect of blocking ingress into or egress from buildings, driveways, streets, alleys, or any other real property that has a limited number of entrances or exits, regardless of whether the property is owned in whole or in part by the city, a private owner, or another public entity, unless having received the prior express written permission of the property owner.

(b) **Prohibited Acts.** Unless acting under a valid permit issued by the City of Cartersville, Georgia or otherwise authorized by the City of Cartersville, 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 camp in a public area.

(2) No person shall interfere with ingress or egress of any building, private property, or public area.

(3) Any private property owner that allows camp or camping as defined herein, that is in compliance with State of Georgia Rules and Regulations Tourist Accommodations, Chapter Section 511-6-2, shall within five (5) days, after receiving warning either delivered in person or by certified mail to the address provided for said owner per the Bartow County Tax Assessor and/or if the private owner is a business registered with the Georgia Secretary of State, to the registered agent, must remove the camp site unless it is an area owned for said use in the City of Cartersville and in compliance with State of Georgia Rules and Regulations Tourist Accommodations, Chapter 511-6-2.

(c) **Non-Prohibited Acts.** Nothing in this section shall prohibit authorized city employees/agencies authorizing activities in the performance of their official duties.

(d) **Warning for First Offense.** No person may be issued a citation or arrested for violating this section until that person has received a verbal or written warning to cease the unlawful conduct. If the person fails to promptly comply with the warning issued, then that person may be issued a citation or arrested.

(e) **Other Remedies for Prohibited Acts.** Notwithstanding the issuance of a citation or arrest of a person violating this section, any personal property used to camp, in which a citation was

issued, or being stored, as defined above, may be deemed abandoned by the City of Cartersville or the City of Cartersville Police Department and may be confiscated by them without prior warning. The City of Cartersville or the City of Cartersville Police Department shall retain the property in a manner consistent with the handling of other confiscated or abandoned property. However, after thirty (30) days from the disposition of the case, the property may be disposed of by the City of Cartersville Police Department.

**Sec. 11-5. – 11-50. – 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: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
MATTHEW J. SANTINI, MAYOR

ATTEST: \_\_\_\_\_  
JULIA DRAKE, CITY CLERK



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	First Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Panhandling
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The proposed amendment to the Panhandling Ordinance, if approved, will provide additional regulations on the practice of panhandling, and is recommended for your approval.
<b>LEGAL:</b>	Amendment Revisions by Archer & Lovell



**ORDINANCE NO.** \_\_\_\_\_

**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: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
MATTHEW J. SANTINI, MAYOR

ATTEST: \_\_\_\_\_  
JULIA DRAKE, CITY CLERK



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Ordinances
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Signs and Outdoor Advertising Ordinance Update
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	An ordinance revision updating the definition of a pole banner with language that allows the City of Cartersville and the DDA to place banners where approved under the Pole Banner Policy.
<b>LEGAL:</b>	Reviewed by Archer & Lovell

## **POLE BANNER POLICY OF THE CITY OF CARTERSVILLE FOR CITY OF CARTERSVILLE POLE BANNERS AND DOWNTOWN DEVELOPMENT AUTHORITY POLE BANNERS**

### **Pole banner Definition**

Is as defined by the City of Cartersville Code of Ordinances and must meet the specifications as provided for in the City of Cartersville Code of Ordinances, Chapter 20 Signs and Outdoor Advertising. Article II. Sign Ordinance Section 20-24(b)(10).

### **Purpose and Application:**

The purpose of this policy is to establish procedures for the placement of banners on City of Cartersville light and electrical poles upon which the City of Cartersville has installed brackets for such purpose and the messaging of other government service entities, and to advertise only City of Cartersville-specific events that hold a Special Events Permit from the City of Cartersville. Pole banners are displayed to inform the public of upcoming community events which have received a special event permit, as well as advertising for local non-profits.

### **Limitation on Use:**

Because the City is not creating a public forum for expressive activity, the pole banners are to be used to convey:

- 1) City messages or information;
- 2) Information concerning programs or activities that are provided by other public entities whose jurisdiction includes the City of Cartersville and that provides governmental services to residents of the City; or
- 3) Information for programs or activities within the City that receive subsidy from the City and/or that have a contract with the City to provide services that the City would otherwise provide itself, including those sponsored by the Downtown Development Authority of Cartersville.

Because the pole banners are to be used to promote City messages and/or City subsidized or co-sponsored activities and events, in no case will a pole banner be used for commercial or non-commercial purposes by promoting a commercial (for-profit) or non-commercial (non-profit) event or company. Entities or organizations that do not fall within the categories described in this policy are not communicating City governmental messages and are not authorized to utilize the pole banner program.

### **Policy:**

A pole banner may be displayed on existing brackets on City owned light and utility poles only to announce an event or non-profit initiative within the City limits. Pole banners shall use the following format:

- The name of the event will be printed in the largest and boldest type.
- The location and date of the event will be printed in a type smaller than that of the event.

- The name and/or logo of the non-profit sponsoring the event may be displayed in a type size smaller than that of the date and location.
- Other messages and statements are strictly prohibited without prior authorization from the City Manager's Office.

Pole banner Specifications: Must meet the specifications as provided for in the City of Cartersville Code of Ordinances, Chapter 20 Signs and Outdoor Advertising. Article II. Sign Ordinance Section 20-24(b)(10).

All applications must include a copy of the proposed pole banner design with the border of the pole banner clearly marked. The City reserves the right to reject pole banner designs if they are not readable by drivers from a distance. If printed pole banners do not match the approved design, they will not be installed.

Pole banners will be installed by the City of Cartersville or its designated contractor.

The Downtown Development Authority may submit a request to reserve the pole banner for the week of, or the week preceding, their event. The requested week is not guaranteed, and you should not consider your pole banner application approved until you have received written notice from the City of Cartersville.

**Priority of Use**

The City of Cartersville is the only entity authorized to suspend materials from the pole. The pole is owned by the City of Cartersville and as such, the City reserves the right to deny any pole banner request. The City of Cartersville has priority use over pole banner location. The City is not obligated to make any of these locations available for uses by anyone other than the City. However, in the event that the City is not hanging a pole banner at a particular time for a City event, the locations may be made available for use pursuant to the following priority of users:

- 1) City of Cartersville pole banners.
- 2) Pole banners advertising Cartersville-based events sponsored by the Downtown Development Authority.

**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 20 - SIGNS AND OUTDOOR ADVERTISING. ARTICLE II. - SIGN ORDINANCE. SEC. 20-24. - SIGNS WHICH DO NOT REQUIRE A PERMIT. is hereby amended by deleting (b)(10) and replacing it as listed below:

1.

Sec. 20-24. Signs which do not require a permit.

(b).

(10) *Pole banners.* No more than two (2) vertical pole banners shall be allowed to be attached per existing light pole or utility pole. Such banners shall not exceed twenty (20) square feet in area; shall have a maximum width of two and one-half (2-1/2) feet and a maximum height of eight (8) feet; and shall have a maximum display height of twenty-five (25) feet measuring from the top edge of the banner to the ground. Such banners shall be set back a minimum of ten (10) feet from public right-of-way, except as provided for in the Pole Banner Policy of the City of Cartersville for City of Cartersville Pole Banners and Downtown Development Authority Pole Banners, a copy of which is on file at the office of Planning & Development.

2.

All other existing provisions of Sec. 20-24. not changed herein, shall remain as is.

3.

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



BE IT AND IT IS HEREBY ORDAINED

FIRST READING: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
MATTHEW J. SANTINI, MAYOR

ATTEST: \_\_\_\_\_  
JULIA DRAKE, CITY CLERK



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Municipal Court
<b>AGENDA ITEM TITLE:</b>	Service Agreement with Georgia Interpreting Services Network
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Municipal Court needs access to court certified sign language interpreters. A subpoenaed witness in an upcoming trial is deaf and we will need to utilize the interpreter during the proceedings. Georgia Interpreting Services Network (GISN) provides the required interpreter services, and we are asking for Council approval to enter into this agreement.
<b>LEGAL:</b>	Reviewed by Archer & Lovell

# Georgia Interpreting Services Network

## Customer Information

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### ABOUT US

Georgia Interpreting Services Network is a not-for-profit organization that provides state-wide sign language interpreting services. We strive to provide clear, complete, and precise communications between deaf and hard of hearing participants. Our services allow for equal access for persons who are deaf and hard of hearing, as defined under Georgia and Federal law. We provide qualified, certified, and professional interpreters throughout the state of Georgia.

### AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act encourages any business serving the public to provide appropriate accommodations for people who are deaf and hard of hearing. GISN will assist you in becoming compliant with the ADA. For more information about the Americans with Disabilities Act, please visit [www.ada.gov](http://www.ada.gov).

### SCHEDULING INTERPRETING SERVICES

At GISN, customer service is our focus. We understand your need for quick, uncomplicated communication, accurate transactions, and personalized account management. This focus drives our courteous assignment coordinators when obtaining assignment information, assessing your needs, and scheduling appropriate interpreters. Please keep in mind that advance notice is always appreciated and will help us provide you with the most cost-effective services. We realize, however, that advance notice is not always possible and, in these situations, we will work with you to accommodate your needs as best as possible. Our interpreters are available 24 hours a day, seven days a week, including holidays, to meet your needs.

Any information concerning your assignment is always greatly appreciated; however, the more information that you provide, the better prepared our interpreter(s) will be upon arrival. For the safety of you, your organization, and the deaf participant, all information obtained regarding your needs is kept strictly confidential.

### WORKING WITH A SIGN LANGUAGE INTERPRETER

Working with an interpreter is unfamiliar to many people. It can be helpful to know what to expect so that the interaction can be smooth and comfortable. The interpreter will suggest arrangements that are conducive to interpreting, and will know where they will need to place themselves so that the person who is deaf can see both the interpreter and the other participants. The interpreter may have suggestions regarding lighting so that the interpretation (and the signing of the person who is deaf) is visible. Participants can communicate directly with each other. It is not necessary to add "tell him" or "ask her" when speaking. The interpreter will communicate the message in first person, such as saying "I plan to be there" rather than "He says he plans to be there." Participants are encouraged to look at each other, rather than at the interpreter, when they are sharing their message. Everyone involved is encouraged to communicate in his or her typical style. If the interpreter needs to clarify the message or requires more time for the interpretation, s/he will let the consumers know. Our skilled interpreters are highly trained and bound by a Code of Professional Conduct not to impose their own opinion while interpreting or to reveal any information learned while interpreting.

# Georgia Interpreting Services Network

## Rates & Scheduling Policies



**FEE SCHEDULE:** General Assignments will be those requested more than 24 hours in advance that occur between the hours of 8:00 am and 6:00 pm, Monday through Friday. The base rate for a sign language interpreter is \$70 per hour. There will be additional charges for assignments that are **urgent, after hours, medical, legal, or technical** in nature. An assignment is considered **after hours** if it occurs between 6:00 pm and 8:00 am, Monday through Thursday, or 6:00 pm Friday through 8:00 am Monday. The after hours rate also applies on **national holidays**. For all requests that are received less than 24 hours prior to the scheduled start time of the assignment, an additional \$12/hr. **urgent** rate will apply. Interpreting requests that require tactile interpreting, oral interpreting, or require significant prior knowledge of event material (e.g. computer science classes, etc.) will be considered **technical** assignments and additional charges will apply. Estimates are available by request only and are not a quote of total cost under any circumstances.

**Please note that no more than a maximum of two premiums shall apply (or be charged) for any individual assignment.**

Base Rate per Interpreter:	\$70/hour
After Hours/Holiday Assignments:	+7/hour
Medical or Mental Health Assignments:	+7/hour
Technical Assignments:	+7/hour
Urgent/Short Notice Assignments:	+12/hour
Legal Assignments:	+14/hour
Tactile:	+7/hour

**TWO-HOUR MINIMUM:** A two (2) hour minimum charge for interpreting time will be made for each interpreter per day. Fees for cancelled assignments also include meeting this minimum. Please see below for details on cancellations.

**TRAVEL TIME:** Travel time to and from an assignment is billed at the same base rate as interpreting time on all assignments (currently at \$70/hr.). GISN travel time is non-negotiable. Travel time to and from customers within the metropolitan Atlanta area will not exceed two hours round trip. The metro Atlanta area is defined as any location within Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale counties.

**REIMBURSEMENTS:** Reimbursement of all mileage, parking, and working meal costs incurred during the course of an assignment will be charged. Mileage reimbursement is set at the current federal reimbursement rate. In lieu of parking and meal costs, customers are encouraged to provide these items to interpreters when possible. Mileage will be billed on all assignments. GISN mileage is non-negotiable. For assignments requiring an overnight stay, reasonable lodging expenses may also apply.

**TEAM INTERPRETING:** Generally speaking, an assignment lasting more than two hours needs a team of two interpreters. Due to the mental and physical demands of the job, a team approach keeps the quality of the interpreting service at a high level and also prevents repetitive motion injuries for the interpreters, allowing for a longer career. A team of two interpreters may be mandatory for a stage assignment, interpreting for an individual who is Deaf/blind, and any number of other assignments that have atypical demands may require more than one interpreter. This is standard, professional, practice according to the Registry of Interpreters for the Deaf. Customers should be aware that GISN charges for each of the team interpreters for the entire duration of the assignment. Should an issue or need arise outside of the agency’s control, GISN reserves the right to approach the customer in order to address any new or unplanned considerations. Example: A team of two interpreters is scheduled for an assignment and at last minute one of the team members has to cancel. In the event of no substitute interpreter being available, GISN may ask the remaining interpreter if they are able to carry the job alone. If the remaining interpreter is able and agreeable to do the job alone, it would mean increased compensation for the interpreter who is carrying the entire workload alone. If an interpreter cancels with short notice it can be difficult to find another interpreter who can alter their schedule with no lead time.

**GENERAL CANCELLATION POLICIES:** Customers should be aware that if an assignment is cancelled by the requestor less than 48 hours, prior to the scheduled start time of the assignment, the entire scheduled interpreting time will be billed (including premiums, but not including travel time or mileage. GISN.

In the event that you are forced to cancel due to a severe event caused by forces of nature, you will not be billed for the assignment. GISN should receive notice of cancellation from the requesting agency. It is not the responsibility of GISN staff to assume business closure, or review news, website, or social media reports to determine closures. If a report of closure is not reported to GISN staff, interpreters remain in the assignment and receive compensation for service. This can include travel time and mileage if an interpreter shows on site due to lack of communication.

**CANCELLATION OF SHORT NOTICE REQUESTS:** Requests that are received with less than 24 hours notice that are subsequently cancelled will be billed for the full requested interpreting time.



# Georgia Interpreting Services Network

## Provision of Services Agreement

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**\*\*Please review, sign and return all pages of this Agreement to GISN as soon as possible. Your request for services will not be processed until this form is completed in full and returned to us. Faxed copies are acceptable. \*\***

This Agreement supersedes all prior agreements and previous relationships between the City of Cartersville, Georgia, a municipal corporation of the State of Georgia,

the "Customer," and the Georgia Association of Rehabilitation Facilities, Inc. ("GARF"), d/b/a Georgia Interpreting Services Network (hereafter referred to as "GISN"). This Agreement constitutes a legally binding contract governed by the laws of the State of Georgia.

### **ENTIRE AGREEMENT**

This document, including the Rates & Scheduling Policies and Customer Information forms, which are attached hereto and incorporated by reference herein, contains the entire agreement between the parties and no other agreement, representation, or understanding will be binding on the parties unless made in writing by mutual consent of both parties.

### **RATES AND SCHEDULING POLICIES**

1. A minimum of two hours of interpreting time will be billed for each interpreter utilized.
2. If the assignment is more than two hours in length, two or more interpreters must be hired, each at the hourly rate. Two interpreters are also required for any assignment that is on a stage, for an individual who is deaf-blind, or for any other situation as deemed necessary by the Assignment Coordinator.
3. Interpreters should arrive 15 minutes prior to assignment starting time as a professional courtesy. If assignment requires additional prep time, or meeting time with Customer or Consumer prior to assignment start time, additional time must be added to assignment time.
4. Travel time will be billed at the same base rate as interpreting time on all assignments. GISN requires full compensation on travel time to interpreters. GISN travel time rates are non-negotiable.
5. GISN charges for reimbursement of mileage, parking, and working meals. Mileage reimbursement is set in accordance with IRS allowed mileage rate (currently at .655 cents per mile).
  - A. Mileage will be billed on all assignments. GISN mileage rates are non-negotiable.
  - B. For assignments requiring an overnight stay, reasonable lodging expenses may also apply.
6. If the request is cancelled with less than 48 hours, the entire scheduled interpreting time will be billed (including premiums, but not including travel time or mileage).

- 7. If the request is cancelled en-route or upon arrival, round trip travel time and mileage will also be billed.
- 8. If the interpreter arrives to assignment and the Consumer does not show, the entire scheduled interpreting time will be billed (including scheduled interpreting time, travel time and mileage).
- 9. If a short notice request is cancelled, the entire requested interpreting time will be billed including the short notice premium regardless of the amount of time it takes to fill the assignment.
- 10. Force Majeure: Cancellations due to a severe event caused by forces of nature that result in the closing of the scheduled assignment location will not be billed.
  - A. GISN staff should receive official notice of cancellation from the requesting agency. It is not the responsibility of GISN staff to assume business closure, or review news, website, or social media reports to determine closures.
  - B. If a report of closure is not reported to GISN staff, interpreters remain in the assignment and receive compensation their service. This can include travel time and mileage if an interpreter shows on site due to lack of communication.
- 11. Should a scheduled interpreter arrive late to assignment please contact GISN staff to report immediately at 404-521-9100, or [request@gisn.info](mailto:request@gisn.info).
- 12. Interpreters should not pass out personal business cards or personal contact information while working a GISN booked assignment.
- 13. Team interpreting cancellation: Generally speaking, an assignment lasting more than two hours needs a team of two interpreters. Due to the mental and physical demands of the job, a team approach keeps the quality of the interpreting service at a high level and also prevents repetitive motion injuries for the interpreters, allowing for a longer career. A team of two interpreters may be mandatory for a stage assignment, interpreting for an individual who is deaf/blind, and any number of other assignments that have atypical demands, may require more than one interpreter. This is standard, professional, practice according to the Registry of Interpreters for the Deaf Customers should be aware that GISN charges for each of the team interpreters for the entire duration of the assignment. Should an issue or need arise outside of the agency's control, GISN reserves the right to approach the customer in order to address any new or unplanned considerations. Example: A team of two interpreters is scheduled for an assignment and at the last minute one of the team members has to cancel. In the event of no substitute interpreter being available, GISN may ask the remaining interpreter if they are able to carry out the job alone. If the remaining interpreter is able and agreeable to do the job alone, it would mean increased compensation for the interpreter who is carrying the entire workload alone. If an interpreter cancels with short notice, it can be difficult to find another interpreter who can alter their schedule with no lead time.
- 14. Confirmations are sent out from GISN to make requestors aware of assignment details. A confirmation is sent at the time of assignment creation and once an interpreter is assigned.
  - A. All confirmations should be reviewed for accuracy.
  - B. Discrepancies should be reported immediately to GISN staff immediately for correction.
  - C. Confirmations not received within 48 hours of assignment start time should be investigated. Please contact 404-521-9100 to check status of assignment.
  - D. GISN will not be held responsible for errors not reported.
- 15. GISN will not accept emails or written communications of any kind from Customers with terms that differ from the GISN contract.

**The following rates and premiums shall apply:**

Base rate for assignments	\$	70.00 per hour
Legal premium	\$ +	14.00 per hour
Medical premium	\$ +	7.00 per hour
Tactile premium	\$ +	7.00 per hour
After Hours premium:	\$ +	7.00 per hour (interpreting time)
Technical premium:	\$ +	7.00 per hour (interpreting time)
Short Notice/Urgent premium:	\$ +	12.00 per hour (interpreting time)

**(Note: No more than 2 premiums shall apply to any individual assignment.)**

## CUSTOMER BILLING INFORMATION

Please complete the following section in full.

Company Name: \_\_\_\_\_

Attn: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Please indicate your preferred method of payment: **Circle**

MAIL INVOICE

EMAIL INVOICE

## PROTECTING YOUR CREDIT CARD INFORMATION

Georgia Interpreting Services Network is in full compliance with the Payment Card Industry Data Security Standard (PCI DSS). This security standard guarantees that procedures are in place to protect your information and prevent unauthorized use of credit card holder data. Comprehensive information on the PCI DSS can be found at <https://www.pcisecuritystandards.org>.

## INVOICING

Invoices are generated 3-4 weeks after service has been rendered.

## TERM OF AGREEMENT

This Agreement shall be considered in effect once the Customer has signed it and shall continue in force until Customer receives an updated agreement from GISN.

Rate changes and updated service agreements: All rate and term changes will take place through an updated agreement. The Customer will be given an opportunity to review the updated agreement rates and terms, and consent to them before they go into effect. Customer shall have thirty (30) days from the receipt of an updated agreement to return a signed copy to GISN, either by fax or mail. The updated agreement shall go into effect when signed by Customer and will entirely supersede this and all prior agreements. If the updated agreement is not signed and returned by Customer within 30 days, this Agreement will be terminated automatically.

Any interpreting services requested by the Customer shall be governed by this Agreement. Subject to the foregoing, this Agreement shall continue in effect until either party terminates it for any reason upon seven (7) day notice to the other party. The notice period shall start at the time of the delivery of the notice to the other party.

Limitation of liability. Except for gross recklessness or willful misconduct, and without waiving its Sovereign Immunity, Customer to the extent allowed by Georgia Law will hold GISN and the interpreter(s) harmless for any and all claims, liability, or damages arising from the interpreting services provided pursuant to this Agreement. Notwithstanding any other provision of this Agreement, the total financial liability of GISN and the interpreter(s) for any claims related to the services will not exceed amounts paid to GISN or the interpreter(s) by the Customer pursuant to this Agreement.



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

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

**AUTHORIZATION**

- The Customer shall be responsible for paying the costs of any services provided by GISN, agrees to the rates and scheduling policies, and understands how the costs of the services are calculated. If an estimate has been provided, it is understood by the Customer that the final costs may differ.
- The Customer also understands that no requests for third-party billing will be honored by GISN.
- The Customer authorizes GISN to process requests, whether written or oral, for sign language interpreting services placed by any persons working for Customer, unless otherwise indicated on an additional sheet attached hereto.

The person signing below indicates that they are an authorized representative of the Customer and that they may legally bind the Customer hereto.

**CITY OF CARTERSVILLE, GEORGIA  
a Municipal Corporation**

By: \_\_\_\_\_  
Matthew J. Santini, Mayor

Attest:

By: \_\_\_\_\_  
Julia Drake, City Clerk

(SEAL)

Date: \_\_\_\_\_

**APPROVED BY CARTERSVILLE MUNICIPAL COURT**

\_\_\_\_\_  
Harry B. White, Chief Judge

\_\_\_\_\_  
E. Keith Lovell, Solicitor

Provision of Services Agreement entered into by: GARF, d/b/a Georgia Interpreting Services

Meeting: March 2, 2023 Item 7.

Authorized by: Caitlin Hyatt, C.O.O.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Fourth Quarter 2022 Motorola Radio Invoice
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Bartow County has submitted the fourth quarter 2022 invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$36,435.75.
<b>LEGAL:</b>	N/A

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

Invoice Date: February 7, 2023

Due Date: February 17, 2023

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

Please mail payment  
Attn: Alecia Hendrix

To bill for **Motorola Radios** for **4th Quarter 2022**

Agency	# of Radios	Cost per Radio	Total
Police	135	\$120.25	\$16,233.75
Fire	87	\$120.25	\$10,461.75
Gas	30	\$120.25	\$3,607.50
Public Works, Rec, etc	10	\$120.25	\$1,202.50
Electric	40	\$120.25	\$4,810.00
Fibercom	1	\$120.25	\$120.25

**Total Due: \$36,435.75**

*C. Dan*  
FEB 14 2023



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	New World 2023 Software Maintenance Cost
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Bartow County has submitted the calendar year 2023 software maintenance cost invoice for the New World (Tyler Technologies) system that is used by our Fire and Police Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$43,003.10.
<b>LEGAL:</b>	N/A

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

Invoice Date: February 3, 2023

Due Date: February 17, 2023

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

Please mail payment  
Attn: Alecia Hendrix

To bill for **New World (Tyler Technologies)** maintenance cost for calendar year 2023  
City of Cartersville Share (19.3% of \$222,814) \$ 43,003.10

**Total Due:**

**\$ 43,003.10**

<b>APPROVED</b>		DATE APPROVED
ADMINISTRATION DEPT		/ /
		DEPT HEAD:
		CITY MGR
CHARGE ACCOUNT(S)	AMOUNT	
100 - 1300 -	-	
100 - 1300 -	-	
- - -	-	
- - -	-	
TOTAL		

*C. Dan*  
FEB 14 2023



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	FiberCom
<b>AGENDA ITEM TITLE:</b>	GPON Fiber Optic Platform
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	FiberCom is requesting approval to pay \$101,145.82 for a new fiber optic delivery system from DZS. This is the system that FiberCom uses to deliver internet services to customers and some city/county locations. This is to replace our aging service delivery system. This is not a budgeted item and will be paid for with funds from the 2020 SPLOST.
<b>LEGAL:</b>	N/A



Enabling the Hyper-Connected World

CITY OF CARTERSVILLE

DZS Inc.
5700 Tennyson Parkway
Plano
TX
US 75024
Phone (469) 327-1531
Fax (510) 777-7001
https://dzsi.com

Quote Number Q-16298 Prepared By Austin Herrick
Contract Start Date 2/5/2023 Email austin.herrick@dzsi.com
Quote Date 2/22/2023 Phone
Quote Expires 3/23/2023

Please reference this quote number in your purchase order. We thank you for your inquiry and offer you the following configuration:

Customer Reference :

Table with 6 columns: Product Category, Product, Product Description, Net Unit Price, Quantity, Net Total Price. It lists various network equipment and services with their respective prices and quantities, ending with a Grand Total of USD 101,145.82.

Payment Terms : Prepay





## TERMS OF OFFER

DZS Inc. (hereinafter "DZS") and Customer (hereinafter "CUSTOMER") agree that the following terms and conditions apply to the products and services purchased by CUSTOMER hereunder. DZS objects to and rejects additional or different provisions that may appear in any document furnished by CUSTOMER unless such provision is expressly agreed to in writing by DZS.

### Terms:

This Agreement commences on the date on which CUSTOMER issues a purchase order for the products and services purchased by CUSTOMER hereunder and shall continue in effect for a period of one (1) year ("Initial Term"). This Agreement shall be automatically renewed each year on the anniversary of the coterminous purchase order for additional one (1) year periods unless terminated by either party upon at least three (3) month written notice to the other prior to the expiration of the Initial Term, except where termination is for default.

### Orders and Prices:

All orders placed by CUSTOMER hereunder are subject to the terms of this Agreement. CUSTOMER will issue written purchase orders, which are subject to acceptance by DZS. Acceptance occurs upon issuance of an Order Acknowledgement. Changes in delivery schedule (including cancellation) made within five (5) days of scheduled delivery will be subject to a rescheduling charge of five percent (5%) of the net order value of the rescheduled portion of the order. Delivery is Ex-Works DZS's factory/distribution site, such delivery to be made to a carrier/freight forwarder selected by DZS. If CUSTOMER requests use of a specific qualified carrier/freight forwarder, DZS will not unreasonably withhold its consent. DZS will package products in accordance with DZS's standard practices. Products are deemed accepted by CUSTOMER, and title, possession and risk of loss shall pass to CUSTOMER, upon delivery of the Products to the carrier/freight forwarder. DZS prices are exclusive of charges for transportation and other related services, including any taxes (other than taxes on the net income of DZS), duties, assessments and shipping, handling, insurance, brokerage and other charges which CUSTOMER may be required to collect or pay upon the order transaction. DZS shall include these separate items in its invoice prices to the CUSTOMER.

### Payment:

All items sold are invoiced in full upon shipment. Payment is due net thirty (30) days from invoice date. All payments shall be made within thirty (30) days after the days of invoice. Accounts are past due may be subject to a monthly charge of one and one-half percent (1.5%) per month, or pro-rated portion of a month, of the total invoice. Accounts more than 60 days past due will be subject to suspension of Service until payment is received. DZS reserves the right to determine CUSTOMER's credit limit at any time, and may delay delivery until CUSTOMER pays all past due amounts or makes full or partial payment for future deliveries. CUSTOMER grants DZS a purchase money security interest in the products and proceeds thereof until payment has been made in full, and hereby appoints DZS or its designee as CUSTOMER's attorney in fact to act in CUSTOMER's name to execute and file documents as appropriate to perfect such interest. This appointment is coupled with an interest and, hence, irrevocable. The price of service(s) will be at DZS's standard published Service rates or special custom quote. Products subsequently purchased that are in same product family as products covered hereunder must also be covered under this Agreement and will be invoiced upon shipment. All billing will be, coterminous with the date of the original shipment so that support for all subsequent products added to the Agreement will renew as of the same date. Service requested by CUSTOMER outside the scope of this Agreement shall be billable at DZS's standard Time & Material rates. If CUSTOMER desires any Time and Material service, DZS will require CUSTOMER's written authorization to proceed. Maintenance charges for new equipment will begin upon shipment. For previously installed equipment or software, maintenance charges will begin upon commencement date unless otherwise provided in this Agreement. Maintenance charges provided for in this Agreement shall be payable in advance on an annual basis unless otherwise specified in this Agreement. Renewals will be processed on a quarterly basis in the month following each calendar quarter. Maintenance charges for Time and Material services shall be invoiced separately as incurred.

### Changes in Rates:

Prices shall remain fixed for the Initial Term of this Agreement. Thereafter, pricing may be increased upon three (3) month prior written notice to CUSTOMER. If pricing increases, CUSTOMER may, upon receipt of such notice, terminate this service, upon furnishing DZS with thirty (30) days written notice prior to the effective date of the



increase in prices. In the absence of such a termination notice to DZS, the new prices will become effective on the date specified by DZS.

**Limited Warranty and Support:**

Subject to the disclaimer below, DZS offers a limited warranty for its hardware products and software products and/or support solely as set forth in this Section. Each hardware product will conform in all material respects to the standard, published DZS data sheet for such product and will be free from defects in materials and workmanship, for one (1) year after shipment. If CUSTOMER notifies DZS within one (1) month of receipt of any unit (but in any event no later than ninety (90) days following shipment of such unit) that the unit is "dead on arrival" (DOA), DZS will provide an advance replacement unit. If the DOA unit is not returned to DZS within Ten (10) business days following CUSTOMER's receipt of the replacement unit, CUSTOMER will be obligated to pay for the replacement unit at CUSTOMER's standard pricing. This warranty does not cover the results of accidents, abuse, neglect, vandalism, use contrary to handling or operating instructions supplied by DZS, or repair or modification by anyone other than DZS. This warranty extends only to CUSTOMER and is not assignable. CUSTOMER shall promptly, but no later than ten (10) days after the term of this warranty, notify DZS in writing of any nonconformity to the warranty, and provide such details as DZS reasonably requests. CUSTOMER will, upon DZS's request and in accordance with DZS's return procedures, return such products to DZS at CUSTOMER's expense and risk. DZS will determine in its sole reasonable discretion whether products fail to conform to warranty and, as to conforming products, return such products at CUSTOMER's expense and risk. If DZS determines that products fail to conform, CUSTOMER's sole remedy shall be, at DZS's option and expense, the repair or replacement and return of the products, or a refund of the price paid by CUSTOMER for the products. All DZS applications and embedded software will conform in all material respects to the standard, published DZS end user documentation for such applications and software for ninety (90) days following shipment. After such ninety (90) day warranty period, software and technical updates will not be provided for any software or equipment not covered by a service maintenance package as further described at [www.dzsi.com/support/#ServicePlans](http://www.dzsi.com/support/#ServicePlans)

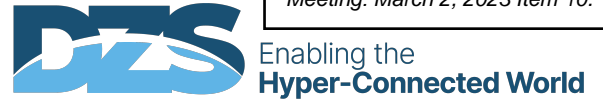
. To the extent of any errors or other issues associated with software, CUSTOMER will be entitled to receive technical assistance and support based solely on the technical support package separately purchased by CUSTOMER.

**Service Exclusions:**

Third party devices (hardware, cabling, etc.) not provided by DZS, or DZS Hardware or Software which has been modified by anyone other than DZS, that may impact the performance of DZS systems or the ability to diagnose and troubleshoot the DZS systems is outside the scope of this Agreement. If materials are provided by DZS, or extraordinary services rendered (e.g.: a site visit) that are the direct result of the failure of or the existence of such third party equipment, CUSTOMER will be invoiced for such products or services. CUSTOMER is responsible for the compatibility of third party devices. CUSTOMER must provide a proper environment for DZS systems. The term environment applies to factors such as temperature and humidity, stability and reliability of power provisioning, and physical installation and access. Any failure, service interruption, or Hardware damage that results from adverse environments is outside the scope of this Agreement, and may result in voiding of warranty, billing for additional services, and/or billing for hardware replacement. The high level of availability offered in a DZS system comes in part from the use of redundant common equipment. Remote support and diagnostics can usually be accomplished at remote sites without affecting system operation providing the equipment was purchased with the appropriate redundancy. In systems configured with minimal or no redundant equipment, system availability may be affected when performing such activities, as well as by the failure of any of the components that could have been made redundant.

**Patent and Copyright Indemnity:**

DZS will defend any suit brought against CUSTOMER claiming that the DZS products infringe any valid United States patent, copyright, mask work, trademark or trade secret, and will pay the amount of any final judgment that may be awarded against CUSTOMER in any such suit; provided that CUSTOMER (i) gives prompt written notice to DZS of any such suit and furnishes all papers received in connection therewith; (ii) permits DZS to control the defense and settlement of any such suit; and (iii) provides reasonable assistance to DZS in the conduct of such defense. This indemnity shall not apply to infringement caused by (i) modifications to standard products by or at the request of CUSTOMER (whether or not with DZS's approval), (ii) combination of the products with other products or services not provided by DZS, or (iv) CUSTOMER's failure to use the most recent release of Software provided by DZS. In the event of a claimed infringement, DZS may, at its option, elect to (i) procure the right to use the products; (ii) replace



or modify the products so that they become non-infringing; or (iii) refund to CUSTOMER the depreciated value of the infringing products (based on the straightline depreciation of book value over a five-year life).

THE FOREGOING INDEMNITY CONSTITUTES THE ENTIRE LIABILITY OF DZS AND THE SOLE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

**Software License:**

DZS does not transfer to CUSTOMER any right, title or interest to software contained in or constituting the products. DZS and/or its affiliates grant CUSTOMER a nonexclusive license to use such software solely in connection with the products and in accordance with DZS's End User License Agreement accompanying such software. CUSTOMER agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the software. CUSTOMER is permitted to make a single archive copy of software. Any copy must contain the same copyright notice and proprietary markings as are on the original software.) Use of software on any equipment other than that for which it was obtained, or any other material breach by CUSTOMER hereunder, shall automatically terminate this license). If the terms of this Agreement differ from the terms of any agreement packaged with software, the terms of the packaged software agreement shall govern.

**Use of Software and Information:**

CUSTOMER agrees that any software or technical and business information owned by DZS or its suppliers and furnished to CUSTOMER under this Agreement shall remain the property of DZS or the supplier and shall be kept in confidence by CUSTOMER. All software and information furnished to CUSTOMER under this Agreement: (1) shall be used by CUSTOMER only to install or operate the product for which they were originally furnished; (2) shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this Agreement; (3) shall not be disclosed or transferred without DZS's written permission; and (4) shall, together with any copies, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished. If any equipment provided to CUSTOMER is subsequently transferred to another end user, upon written request to DZS, DZS will grant the new end user the right to use any related software and information. The new end user must agree in writing to DZS's terms and conditions respecting ownership, use and confidentiality of software and information and to payment of any scheduled fees.

**Governing Law:**

This Agreement is governed and construed in accordance with the internal laws of the State of California without application of conflict of laws principles but shall not be governed by the United Nations Convention on the International Sale of Goods. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Alameda County, State of California before a single arbitrator. The arbitration shall be administered by JAMS (<https://www.jamsadr.com/>) pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party in any legal proceeding shall recover its expenses in connection therewith, including reasonable attorney's fees. CUSTOMER covenants not to import or export products except pursuant to the laws of all relevant jurisdictions. CUSTOMER shall comply with all applicable requirements of international, federal, state and local laws, ordinances, administrative rules and regulations. CUSTOMER shall not directly or indirectly export the products acquired hereunder or any technical data relating thereto without first complying with, and obtaining any licenses and/or other approvals required by, the United States Export Administration Act and Export Administration Regulations or any other applicable laws and regulations of the United States. CUSTOMER shall contractually require its subcontractors, customers and agents to comply with all such legal requirements as well, and CUSTOMER shall indemnify, defend and hold harmless DZS for any damages, losses, costs, or penalties incurred by DZS or its affiliates by virtue of such noncompliance by CUSTOMER or its subcontractors, customer's or agents.

**Contact:**

For commercial questions, please contact your sales representative.

Austin Herrick

[austin.herrick@dzsi.com](mailto:austin.herrick@dzsi.com)



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## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	FiberCom
<b>AGENDA ITEM TITLE:</b>	Fiber Pathway Installation
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This item is for the construction and installation of another fiber pathway to be built to 100 Busch Dr. in order to install services to Werner Enterprises. The total amount is \$29,987.48 from NCI. This is not a budgeted item but will be funded with the 2020 SPLOST and we recommend this for your approval.
<b>LEGAL:</b>	N/A

11/15/2022



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

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

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

Safety Standards:

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

Assumptions:

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

Rock Adders:

- Directional Drill w/Rock Head = \$80.00 per foot
  - Directional Drill w/Rock Hammer @ 10,000 PSI = \$120.00 per foot
  - Rock excavation via open trench \$18.00 per foot
  - Rock excavation via open trench w/Rock Hammer = \$25.00 per foot
- All adders are in addition to the previously agreed upon foot price*

<b>Bill Of Materials</b>			
DESCRIPTION	UNITS	UNIT PRICE	EXTENDED PRICE
<b>MATERIAL</b>			
(2050) ft Directional Bore (1) 2" HDPE	2050	\$ -	\$ -
(3) ea Install 24"x36"x36" (Handhole With Gravel)	3	\$ 7.18	\$ 21.55
(2) ea Install Marker Pole	2	\$ -	\$ -
(1) ea Install Test Stations	1	\$ -	\$ -
(2350) ft Fiber Pulling (HDPE installed by NCI)	2350	\$ -	\$ -
(1) ea Private Locates	1	\$ 2,160.00	\$ 2,160.00
<b>LABOR</b>			
(2050) ft Directional Bore (1) 2" HDPE	2050	\$ 12.00	\$ 24,593.03
(3) ea Install 24"x36"x36" (Handhole With Gravel)	3	\$ 450.00	\$ 1,350.00
(2) ea Install Marker Pole	2	\$ 30.00	\$ 60.00
(1) ea Install Test Stations	1	\$ 37.00	\$ 37.00
(2350) ft Fiber Pulling (HDPE installed by NCI)	2350	\$ 0.75	\$ 1,765.91
(1) ea Private Locates	1	\$ -	\$ -

Material:       \$ 2,181.55  
 Labor:           \$ 27,805.93  
 Total:           \$ 29,987.48

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

### Scope of Work

From Existing HH on ROW of Busch Dr directional bore South East along ROW to the East side of the Anheuser-Busch front entrance set a new 24"x36" HH provided by other. From the Anheuser-Busch front entrance directional bore North East on Anheuser-Busch property around the tree line following an access road. Set a new 24"x36" HH provided by other before crossing the retainage ditch approaching the new Werner building (Directional Bore 2,500'). NCI will be responsible for Installing (2,550') of tracer wire provided by other. NCI will be responsible for installing (2,600') of fiber provided by other.

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

Sincerely,

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





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 02, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Electric
<b>AGENDA ITEM TITLE:</b>	Meters for 175 E. Main Apartments
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Electric Department is requesting authorization to purchase the necessary (224) Sensus 12S meters from Equipment Controls Company, Inc. to serve power to the 175 E. Main Apartments project. The cost is \$41,074.88. This is a budgeted expense.
<b>LEGAL:</b>	N/A

**EQUIPMENT CONTROLS COMPANY, INC.**  
**P.O. BOX 728**  
**NORCROSS GA 30091**

Meeting: March 2, 2023 Item 12.

QUOTE DATE	QUOTE NUMBER
02/17/23	S2310458
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN P.O. BOX 728 NORCROSS GA 30091	PAGE NO.    1

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

SHIP TO:  
 CITY OF CARTERSVILLE ELECTRIC SYS.  
 320 SOUTH ERWIN STREET  
 CARTERSVILLE, GA 30120

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
20923	STRATUS IQ 12S	JUSTIN WHITENER		
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
BRIAN KIMM	BW BEST WAY	Net 15 Days	02/17/23	No
ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price
224EA	38324	***** Shipping Instructions ***** * SHIP FREIGHT ALLOWED * * **ALL ANGLE BODY 496'S SHOULD BE * * POSITION 9-9 AND CUSTOMER ALWAYS * * WANTS THE SILVER SPRING** * * **ORDERS MUST SHIP COMPLETE UNLESS PO# * * IS DESKA BROWN** * ***** B12C0300000 STRATUS IQ 12S 200A 120V 60H P-CVR HNGR INCLUDES: 5396383700107  TAXES NOT INCLUDED	183.370	41074.88
			<b>Subtotal</b>	<b>41074.88</b>
			<b>S&amp;H CHGS</b>	<b>0.00</b>
			<b>Amount Due</b>	<b>41074.88</b>

**This is a Quotation.**

Price are firm for 30 days, subject to change without notice after 30 days.  
 Applicable taxes extra.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Police Department
<b>AGENDA ITEM TITLE:</b>	Replacement Vehicle
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>On December 19, 2022, one of our patrol vehicles (Unit #4271 - 2018 Dodge Charger) answered a call at the Savoy Museum. While the patrol officer's vehicle was passing over the steel bollards, the security officer at the museum raised the patrol vehicle off of the ground doing extensive damage to the vehicle, which was subsequently totaled.</p> <p>On December 28, 2022, a 2022 Ford Explorer (\$36,800.00) was purchased from Brannen Motor Company to replace the above noted vehicle. I am requesting approval to pay for the replacement vehicle with insurance funds from the totaled vehicle (\$23,180.00) and federal asset forfeiture funds (\$13,620.00). This is not a budgeted item.</p>
<b>LEGAL:</b>	N/A



# City of Cartersville

P O L I C E      D E P A R T M E N T

## Memorandum

**To** : Dan Porta, City Manager  
**From** : Chief Frank L. McCann  
**Date** : February 28, 2023  
**Ref** : Replacement vehicle due to an accident

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On December 19, 2022, one of our patrol vehicles (Unit #4271 2018 Dodge Charger) answered a call at the Savoy Museum. While the patrol officer's vehicle was passing over the steel bollards the security officer at the museum raised the patrol vehicle off of the ground doing extensive damage to the vehicle, which was subsequently totaled. On December 28, 2022, I purchased a 2022 Ford Explorer (\$36,800.00) from Brannen Motor Company to replace the above noted vehicle. I am requesting approval to pay for the replacement vehicle with insurance funds from the totaled vehicle (\$23,180.00) and federal asset forfeiture funds (\$13,620.00). This is not a budgeted item.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023						
<b>SUBCATEGORY:</b>	Bid Award/Purchases						
<b>DEPARTMENT NAME:</b>	Water						
<b>AGENDA ITEM TITLE:</b>	D&C Material Restock						
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Quotes were requested for various restock items needed for maintenance and repair of water lines and meter settings. The following quotes were received:</p> <table data-bbox="581 863 1195 972"> <tr> <td>Consolidated Pipe and Supply</td> <td>\$8,571.80</td> </tr> <tr> <td>Core &amp; Main</td> <td>\$8,961.75</td> </tr> <tr> <td>Fortiline Waterworks</td> <td>\$9,915.54</td> </tr> </table> <p>I recommend approval of the low bid from Consolidate Pipe and Supply for \$8,571.80. This is a budgeted expense to be paid from account #505.3320.52.2380.</p>	Consolidated Pipe and Supply	\$8,571.80	Core & Main	\$8,961.75	Fortiline Waterworks	\$9,915.54
Consolidated Pipe and Supply	\$8,571.80						
Core & Main	\$8,961.75						
Fortiline Waterworks	\$9,915.54						
<b>LEGAL:</b>	N/A						

C O N S O L I D A T E D   P I P E   A N D   S U P P L Y   C O  
C U S T O M E R   Q U O T E

Meeting: March 2, 2023 Item 14.

3400 NOVIS POINTE, NW  
ACWORTH GA 30101

Quote Nbr: 342191 000  
Quote Date: 2/10/2023

Page 1

0023 - PAUL HARRIS  
Phone 678-574-7480  
Fax 678-574-7486

Job: FEBRUARY 2023 STOCK MATERIAL  
REVISED

Bid Date: 2/10/2023

322541 - CARTERSVILLE CITY OF  
WATER DEPARTMENT  
P O BOX 1390  
CARTERSVILLE GA 30120

Good Until: 3/10/2023  
To:  
Email: BRANDON.LANCASTER@CPSPIPE.COM

Qty	Item	Size/Wall/Description	Price	Extended Price
24.0	91607	2X6 STD RED BRASS NIPL STOCK-2 DAYS	24.95 EA	598.80
75.0	30551	3/4 MUL P15451-N FIPXPJ ADPT STOCK-2 DAYS	25.49 EA	1,911.75
75.0	30554	3/4 MUL P15428-N MIPXPJ ADPT STOCK-2 DAYS	23.79 EA	1,784.25
75.0	34197	3/4 MUL P15403-N CPLG STOCK-2 DAYS	28.99 EA	2,174.25
24.0	223255	6 SIGMA 06 SLDEP6 ONE-LOK ACC SET STOCK-2 DAYS	65.00 EA	1,560.00
12.0	243614	6 STAR SGDP06 MEGALUG DIP STOCK-2 DAYS	37.00 EA	444.00
25.0	206934	6 MJ GSKT ONLY	3.95 EA	98.75

Total: 8,571.80

REVISED 2/10/2023

PLEASE NOTE LEAD TIMES GIVEN. MATERIAL QUOTED SHIPPING VIA  
BEST WAY FFA

Above prices firm for delivery within 20 days provided order  
is placed within 10 days. All quantities and materials listed  
are our interpretation of the specifications and are not  
guaranteed. Material warranties are limited to that of the  
manufacturers only. Project quoted as a complete package and  
sale subject to credit approval.



Meeting: March 2, 2023 Item 14.

Bid Proposal for CARTERSVILLE STOCK

CARTERSVILLE, CITY OF  
Bid Date: 02/07/2023  
Core & Main 2752647

**Core & Main**  
2111 Moon Station Dr  
Kennesaw, GA 30144  
Phone: 770-423-0583  
Fax: 770-425-8897

Seq#	Qty	Description	Units	Price	Ext Price
<b>DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.</b>					
10	24	2X6 BRASS NIPPLE NO LEAD (I)	EA	24.25	582.00
20	75	C84-33GNL 3/4 CPLG MIPXGJCTS (NO LEAD)	EA	19.95	1,496.25
30	75	C14-33GNL 3/4 CPLG FIPXGJCTS (NO LEAD)	EA	20.95	1,571.25
40	75	C44-33GNL 3/4 GJCTS CPLG GRIP (NO LEAD)	EA	24.75	1,856.25
50	6	B11-777WNL 2 B CURB FIPT W/LW NO LEAD	EA	322.00	1,932.00
60	24	6 ONE-LOK DI RESTR SLDEP6 (I) W/ACC	EA	49.00	1,176.00
70	12	6 ONE-LOK DI RESTR SLDE6 (I) SIGMA (DIP) GLAND ONLY	EA	29.00	348.00
				<b>Sub Total</b>	<b>8,961.75</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>8,961.75</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



a MORSCO brand

Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in lieu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214325	FORTILINE CARTERSVILLE	6296449	2/01/23	1

CUSTOMER
CARTERSVILLE WATER DEPARTMENT PO BOX 1390 CARTERSVILLE, GA 30120

PROJECT INFORMATION
STOCK 2/01/23

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****		
10	24	EA	2"X6" BRASS NIPPLE	22.5700	541.68
20	75	EA	3/4" ADPT FIPXPJC 74754-22 NO LEAD	23.8100	1,785.75
30	75	EA	3/4" ADPT MIPXPJC 74753-22 NO LEAD	22.6400	1,698.00
40	75	EA	3/4" CPLG PJCXPJC 74758-22 NO LEAD	27.5700	2,067.75
50	6	EA	2" BALL VLV FIPXFIP 76101W NO LEAD	365.2400	2,191.44
60	24	EA	6" ONE-LOK DIP W/ACC SLDEP6	52.1700	1,252.08
70	12	EA	6" ONE-LOK MJ REST DIP SLDE6	31.5700	378.84
				Subtotal:	9,915.54
				Tax:	.00
				Bid Total:	9,915.54

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By JDA 2/01/23 11:58:50





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	Water Meter Invoice
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>In June 2022 the water meter inventory was very low and supply chain interruptions caused lengthy delays in meter deliveries. We requested any meters available from numerous suppliers to maintain sufficient stock. We received one pallet of 100 Neptune meters in September 2022 from Delta Municipal Supply. Although these were not AMI compatible meters, it was necessary that we use them as stock for meter installations.</p> <p>Soon afterward, AMI meters were more easily obtained and the remaining order for non-AMI meters was cancelled. We received an invoice for the 100 Neptune meters from Delta Municipal Supply for \$7,750.00. I recommend your approval to pay this invoice from account #505.3320.52.2390. This is a budgeted expense.</p>
<b>LEGAL:</b>	N/A



# DELTA

## MUNICIPAL SUPPLY

Meeting: March 2, 2023 Item 15.

### INVOICE

PO Box 936  
Braselton, GA 30517

S.O. No.	DATE	INVOICE #
48527	2/6/2023	115918

<b>BILL TO</b>
City of Cartersville Water Department ***EMAIL INVOICES***

<b>SHIP TO</b>
City of Cartersville - Water Dept. 100 Walnut Grove Rd. Cartersville, GA 30120

P.O. NUMBER	DUE DATE	TERMS	SHIPPED VIA	SHIP DATE
Terry	3/8/2023	Net 30 Days	MF	09/20/2022

ORDERED	B.O.	SHIPPED	DESCRIPTION	PRICE EACH	AMOUNT
200	100	100	5/8" x 3/4" Neptune T-10 Water Meter D/R CF	77.50	7,750.00

Subtotal			\$7,750.00
Sales Tax (0.00)			\$0.00
<b>Total</b>			<b>\$7,750.00</b>

**WE APPRECIATE YOUR BUSINESS!** Please contact our office with any questions concerning this invoice.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

*"We Supply Service"*



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	Brown Farm Road Sewer Lift Station Transfer
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Due to the rate of industrial, commercial, and residential development requesting access to sewer service in the area of this lift station, there needs to be a significant upgrade to the pumps and wet-well.</p> <p>Since all of this proposed development would be served by Bartow County water and sewer, it became apparent that the best course of action would be to transfer ownership of the lift station to the County. The County has subsequently agreed to this transfer.</p> <p>In addition to the lift station, force main, and associated easements, we will be transferring sewer service for 165 connected customers to the County. These County water customers will now also become County sewer customers.</p> <p>We recommend this transfer for your approval and request the Mayor and City Clerk sign all required sale, deed, and easement documents.</p>
<b>LEGAL:</b>	Reviewed and prepared by Assistant City Attorney

# ARCHER & LOVELL, P.C.

ATTORNEYS AT LAW  
102 LEAKE STREET  
P. O. BOX 1024  
CARTERSVILLE, GEORGIA 30120

David G. Archer  
E. Keith Lovell

(770) 386-1116

## MEMORANDUM

**TO:** Dan Porta, City Manager  
**CC:** Sidney Forsyth, Director, Water Department  
 Ed Mullinax, Assistant Director, Water Department  
 Julia Drake, City Clerk  
**FROM:** E. Keith Lovell, Assistant City Attorney  
**DATE:** February 21, 2023  
**RE:** Brown Farm Road Pump Station Transfer

---

Dan,

The Brown Farm Road Pump Station transfer documentation has been approved by the County Attorney and County Water Department, and will be presented to the Commissioner at the next meeting for his signature. Therefore, the documents listed below require the approval of the Mayor and City Council and signatures of the Mayor and City Clerk. This transaction will transfer the pump station and related facilities to the County. Said documents are as follows:

- 1) Quitclaim Deed transferring Pump Station - requires signatures of Mayor, City Clerk, witness and notary;
- 2) Assignment of Easements - requires signatures of Mayor, City Clerk, witness and notary;
- 3) Bill of Sale with Exhibit "A" - requires signatures of Mayor and City Clerk; and
- 4) Easement from City to County - requires signatures of Mayor, City Clerk, witness and notary.

**AFTER RECORDING RETURN TO:**  
Archer & Lovell, PC  
PO Box 1024  
Cartersville, GA 30120  
**Title Examination Not Performed**

STATE OF GEORGIA  
COUNTY OF BARTOW

**QUITCLAIM DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2023, between **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia, (hereinafter referred to as “Grantor”) and **BARTOW COUNTY**, a political subdivision of the State of Georgia (hereinafter called “Grantee”). (The words “Grantor” and “Grantee” shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consider of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, and their successors and assigns, the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 801, 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia, City of Cartersville, containing approximately 0.16 acres and more particular described as follows:

Beginning at an iron pin located at the intersection of the East land lot line of Land Lot 801 and the North right of way of Brown Farm Road (60 foot right of way); running thence along the East land lot line of Land Lot 801 North 00 degrees, 20 minutes, 21 seconds East to an iron pin and corner on said land lot line being the True Point of Beginning; running thence South 87 degrees, 39 minutes, 18 seconds West a distance of 75.19 feet to an iron pin and corner; running thence North 01 degrees, 28 minutes, 20 seconds West, a distance of 89.49 feet to an iron pin and corner located on the East land lot line of Land Lot 801; running thence South along the East land lot line of Land Lot 801 South 00 degrees, 20 minutes, 21 seconds West, an approximate distance of 85 feet to an iron pin and corner, and said point being the True Point of Beginning.

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

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever in fee simple.

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

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Matthew J. Santini, Mayor

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Julia Drake, City Clerk

My Commission Expires:

[AFFIX SEAL]

After Recording Return to:

Archer & Lovell PC  
PO Box 1024  
Cartersville GA 30120

Cross Reference:  
Deed Book 682, Page 582  
Deed Book 620, Page 359  
Deed Book 682, Page 589  
Deed Book 616, Page 298

### **ASSIGNMENT OF EASEMENT RIGHTS**

**THIS ASSIGNMENT OF EASEMENT RIGHTS** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Cartersville, a municipal corporation of the State of Georgia (“Assignor”), and Bartow County, a political subdivision of the State of Georgia (“County”).

**WHEREAS**, Assignor has been granted or reserved easement rights in and to the following easements that it plans to assign as indicated below for sanitary sewer (“Assignor Easements”):

- 1) Assignment of Easement by the City to County (Sanitary Sewer Line Easement) recorded in Deed Book 682, Pages 582-594, specifically p. 588, on May 3, 1991;
- 2) Assignment of Easement by the City to County (Easement Hwy 113), recorded in Deed Book 620, Page 359, on August 2, 1989;
- 3) Assignment of Easement by the City to County (Sanitary Sewer Forced Main Easement), recorded in Deed Book 682, Pages 582-594, specifically p. 589, on May 3, 1991; and
- 4) Assignment of Easement by City to County (20’ sewer line easement and sanitary sewer line shown on Plat Book 52, Page 8 & 9), recorded in Deed Book 616, Page 298, on June 23, 1989; and

**WHEREAS**, Assignor and County have agreed that it is in the best interest of both water and sewer systems, and promotes the general public health, safety and welfare for Assignor to transfer and assign the facilities and the Assignor Easements to the County.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Assignor and County agree as follows:

1. Assignor hereby assigns and conveys to County all of its rights in the Assignor Easements for the operation, maintenance, repair and replacement of a Sanitary sewer line (“Sewer Line”) servicing the current or future County sewer customers.
2. The Assignor Easements are as follows:
  - Assignment of Easement by the City to County (Sanitary Sewer Line Easement) recorded in Deed Book 682, Pages 582-594, specifically p. 588, on May 3, 1991;
  - Assignment of Easement by the City to County (Easement Hwy 113), recorded in Deed Book 620, Page 359, on August 2, 1989;
  - Assignment of Easement by the City to County (Sanitary Sewer Forced Main Easement), recorded in Deed Book 682, Pages 582-594, specifically p. 589, on May 3, 1991; and
  - Assignment of Easement by City to County (20’ sewer line easement and sanitary sewer line shown on Plat Book 52, Page 8 & 9), recorded in Deed Book 616, Page 298, on June 23, 1989.
3. Upon acceptance of this Assignment the County agrees to maintain, repair and replace the Sewer line as it maintains sewer lines in the County. County accepts all obligations under the Assignor Easements including maintenance and restoration of damages caused by said maintenance.
4. This Agreement is subject to all existing matters of record, and is intended to be recorded and effective immediately.
5. Any notice to be given hereunder may be in the form of an email sent to a representative of Assignor and is deemed delivered when evidence of a delivery receipt is received by the sender. Notice may also be given by ordinary U.S. Mail with the United States Postal Service, deemed delivered by the date of the postmark; by certified mail, return



receipt requested, or when deposited with a national overnight courier service, addressed to the recipient at the addresses listed below:

Assignor: City of Cartersville  
PO Box 1024  
Cartersville, GA 30120  
Attn: Water and Sewer Superintendent

County: Bartow County, Georgia  
135 West Cherokee Avenue, Suite 251  
Cartersville, GA 30120  
Attn: Water and Sewer Superintendent

6. This Agreement shall insure to the benefit of and be binding upon the parties hereto, and their successors and assigns.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

SIGNATURES ON NEXT PAGE

**IN WITNESS WHEREOF**, the parties have set forth their hands and seals as of the date set forth below.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

[NOTARIAL SEAL]

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

[NOTARIAL SEAL]

**ASSIGNOR:**

**CITY OF CARTERSVILLE, GEORGIA**

By: \_\_\_\_\_(SEAL)  
Matthew Santini, Mayor

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

**COUNTY:**

**BARTOW COUNTY, GEORGIA**

By: \_\_\_\_\_(SEAL)  
Steve Taylor, Commissioner

Attest: \_\_\_\_\_(SEAL)  
Kathy Gill, County Clerk

**BILL OF SALE AND GENERAL ASSIGNMENT**

**THIS BILL OF SALE AND GENERAL ASSIGNMENT** is executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF CARTERSVILLE, a municipality of the State of Georgia (hereinafter referred to as “Transferor”) and BARTOW COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as “Transferee”).

**WITNESSETH:**

**WHEREAS**, Transferor has agreed to transfer to Transferee, and Transferee has agreed to acquire from Transferor all of Transferor’s right, title and interest in and to all of the machinery, equipment and other tangible personal property listed on Exhibit “A” hereto (collectively the “Personal Property”).

**NOW THEREFORE**, for and in consideration of the sum of One and No/100 (\$1.00) Dollars and other good and valuable consideration in hand paid by Transferee to Transferor, the receipt and sufficiency of which are hereby acknowledged by Transferor, Transferor has granted, bargained, sold, assigned, transferred, conveyed and delivered, and by these presents does grant, bargain, sell, assign, transfer, convey and deliver unto Transferee, its successors and assigns, all of Transferor’s right, title and interest of Transferor in and to the Personal Property and Real Property referenced on Exhibit “A.”

**TO HAVE AND TO HOLD**, the aforesaid Real and Personal Property unto Transferee, its successors and assigns forever, subject to the term of the Lease.

Transferor will warrant and forever defend the right and title to the Real and Personal Property, unto Transferee against the claims of all persons owing, holding or claiming by, through or under Transferor, but not otherwise provided; however, the parties acknowledge and agree that said Personal Property shall be subject to the terms of the Rental Agreement and the Transferor’s interest in the bailment-for-hire created therein.

Except as set forth in the immediately preceding paragraph, TRANSFEROR MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE PERSONAL PROPERTY OR ANY PART THEREOF, THE MERCHANTABILITY THEREOF OR THE FITNESS THEREOF FOR ANY PARTICULAR PURPOSE OR USE, TITLE TO THE PERSONAL PROPERTY OR ANY PART THEREOF, THE QUALITY OF THE MATERIALS OR WORKMANSHIP THEREOF OR THE CONFORMITY THEREOF TO SPECIFICATIONS OR THE PRESENCE OR ABSENCE OF ANY LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

**IN WITNESS WHEREOF**, Transferor has signed and sealed this Bill of Sale and General Assignment, the day and year first above written.

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

By: \_\_\_\_\_  
Matthew J. Santini, Mayor

Attest: \_\_\_\_\_  
Julia Drake, City Clerk

## EXHIBIT “A” TO BILL OF SALE

The City of Cartersville hereby conveys to Bartow County, the following real and personal property:

### **I. Pump Station**

Site: 76 Brown Farm Road

0.16 Acres

Concrete Wet Well - 6 feet diameter, 18 feet depth

Two pumps - each rated at 7.5 hp, 200 gpm

Controls and telemetry

Back Up Power Diesel Generator

Site Fencing

3/4 inch water service with Bartow County Water Department

### **II. Force Main**

8-inch diameter PVC 7,477 linear feet

12-inch diameter DIP 1,068 linear feet

### **III. Gravity Sewers 8-inch diameter PVC 11,255 linear feet**

### **IV. Force Main and Gravity Sewer Locations**

#### **a. Facilities in City and/or County ROW**

- i. Heat Co Court
- ii. Fiber Drive
- iii. Brown Farm Road
- iv. West Side Chase
- v. Shagbark Drive
- vi. Woodbridge Drive
- vii. Crossbridge Court
- viii. Singletree Ridge
- ix. Meadow Bridge Drive
- x. Riverside Drive

#### **b. Facilities in State ROW. (County will need to get permits transferred)**

- i. Hwy 113
- ii. Hwy 61

#### **c. Corps of Engineer Permit across the Etowah River**

#### **d. Easement on the City of Cartersville property 1540 West Avenue Tax Reference C054-0707-001 (A survey of this facility should be completed granting a 10' easement to the County from the City)**

#### **e. All easements on private property as shown in paragraph V below**

#### **f. Exhibit “B” attached showing the facilities to be transferred including the easements on private property as shown in Paragraph V below**

**V. Quitclaim Deed and Easements**

- a. Quitclaim Deed from City to County
- b. Assignments of Easements:
  - i. Assignment of Easement by the City to County (Sanitary Sewer Line Easement) recorded in Deed Book 682, Pages 582-594, specifically p. 588, on May 3, 1991;
  - ii. Assignment of Easement by the City to County (Easement Hwy 113), recorded in Deed Book 620, Page 359, on August 2, 1989;
  - iii. Assignment of Easement by the City to County (Sanitary Sewer Forced Main Easement), recorded in Deed Book 682, Pages 582-594, specifically p. 589, on May 3, 1991; and
  - iv. Assignment of Easement by City to County (20' sewer line easement and sanitary sewer line shown on Plat Book 52, Page 8 & 9), recorded in Deed Book 616, Page 298, on June 23, 1989.

ARCHER & LOVELL, PC  
P. O. Box 1024  
Cartersville, GA 30120  
**TITLE EXAM NOT PERFORMED**

**EASEMENT**

**GEORGIA, BARTOW COUNTY**

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

All that tract or parcel of land lying in and being in Land Lots 706, 707, & 708 of the 4th District, 3rd Section, Bartow County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the centerline of the Etowah River and the southeasterly right of way of Rockmart Highway (Georgia State Route 61) (having a variable width right of way), thence leaving said right of way and continuing along said centerline of the Etowah River South 13 degrees 19 minutes 28 seconds East a distance of 37.80 feet to a point, said point being the TRUE POINT OF BEGINNING.

Thence leaving said centerline of the Etowah River North 54 degrees 21 minutes 54 seconds East a distance of 229.03 feet to a point; Thence North 64 degrees 10 minutes 19 seconds East a distance of 70.00 feet to a point; Thence South 70 degrees 49 minutes 41 seconds East a distance of 414.43 feet to a point; Thence South 63 degrees 53 minutes 54 seconds East a distance of 285.76 feet to a point;

Thence South 63 degrees 52 minutes 22 seconds East a distance of 352.97 feet to a point; Thence South 85 degrees 58 minutes 11 seconds East a distance of 289.92 feet to a point; Thence North 48 degrees 45 minutes 49 seconds East a distance of 237.23 feet to a point; Thence North 52 degrees 34 minutes 16 seconds East a distance of 282.85 feet to a point; Thence North 82 degrees 23 minutes 05 seconds East a distance of 64.09 feet to a point in the centerline of Petit Creek; Thence continuing along said centerline of Petit Creek South 07 degrees 36 minutes 55 seconds East a distance of 20.00 feet to a point; Thence leaving said centerline of Petit Creek South 82 degrees 23 minutes 05 seconds West a distance of 58.76 feet to a point; Thence South 52 degrees 34 minutes 16 seconds West a distance of 276.86 feet to a point; Thence South 48 degrees 45 minutes 49 seconds West a distance of 244.91 feet to a point; Thence North 85 degrees 58 minutes 11 seconds West a distance of 302.16 feet to a point; Thence North 63 degrees 52 minutes 22 seconds West a distance of 356.87 feet to a point; Thence North 63 degrees 53 minutes 54 seconds West a distance of 284.55 feet to a point; Thence North 70 degrees 49 minutes 41 seconds West a distance of 404.93 feet to a point; Thence South 64 degrees 10 minutes 19 seconds West a distance of 60.00 feet to a point; Thence South 54 degrees 21 minutes 54 seconds West a distance of 235.52 feet to a point in the centerline of the Etowah River; Thence continuing along the centerline of the Etowah River North 13 degrees 19 minutes 28 seconds West a distance of 21.62 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 1.022 acres (44,508 square feet).

Said 20' force main easement area (centered on existing force main) is drawn and shown on that plat entitled Force Main Easement Exhibit, Land Lots 706, 707, & 708 of the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia, being Sheets 1-4, prepared by Mitchell Lowery, G.R.L.S. No. 3109, dated February 8, 2023, and attached hereto and incorporated herein as Exhibit "A."



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

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

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

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

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

**SPECIAL STIPULATIONS:** None.

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

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

**IN WITNESS WHEREOF**, the said undersigned has hereunto set their hand and seal  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

CITY OF CARTERSVILLE, GEORGIA, a  
municipal corporation of the State of Georgia

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Matthew J. Santini, Mayor

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Attest: \_\_\_\_\_  
Julia Drake, City Clerk

[SEAL]

[AFFIX SEAL]

# EXHIBIT "A" TO EASEMENT

(Force Main Easement Drawings - 4 pages)



**PROFESSIONAL  
LAND SURVEYORS**  
1020 CHATTANOOGA AVENUE  
DALTON, GA 30720  
770-334-8186  
WWW.PLS.US  
INFO@PLS.US  
GEORGIA C.O.A.: LSF001380

**FORCE MAIN EASEMENT EXHIBIT**  
LAND LOTS 706, 707, & 708 OF THE  
4TH DISTRICT, 3RD SECTION,  
BARTOW COUNTY, GEORGIA

SHEET 1 OF 4 FEBRUARY 8, 2023

JOB #: 234182



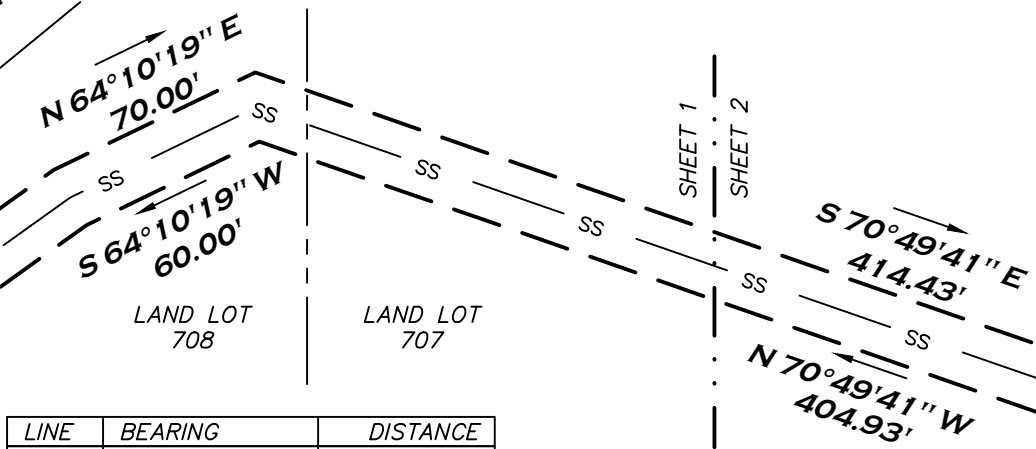
**ROCKMART HIGHWAY**  
(GEORGIA STATE ROUTE 61)  
VARIABLE R/W

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E: 2093191.29

P.O.C.

P.O.B.

ETOWAH RIVER  
CENTERLINE IS PROPERTY LINE

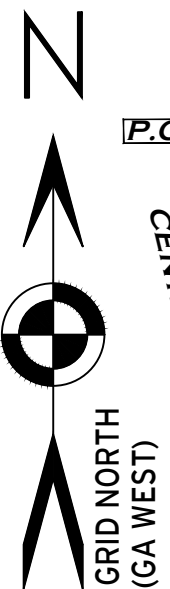
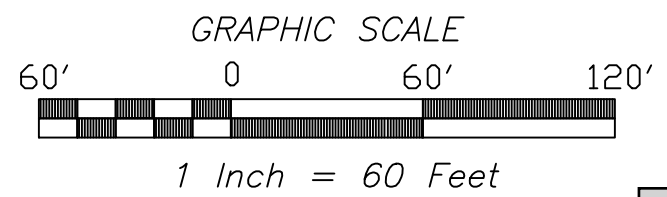


LINE	BEARING	DISTANCE
L1	S 13°19'28" E	37.80'
L5	N 13°19'28" W	21.62'

**20' FORCE MAIN EASEMENT**  
(CENTERED ON EXISTING FORCE MAIN)  
1.022 ACRES  
44,508 SQUARE FEET

**LEGEND**

- PROPERTY LINE
- - - - - EASEMENT LIMITS
- LAND LOT LINE
- . - . - MATCH LINE



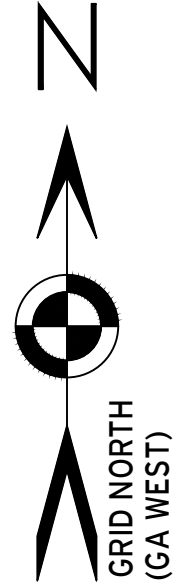


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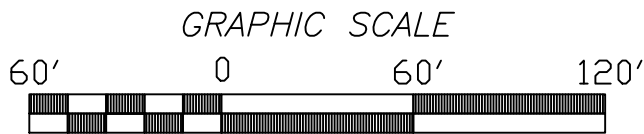
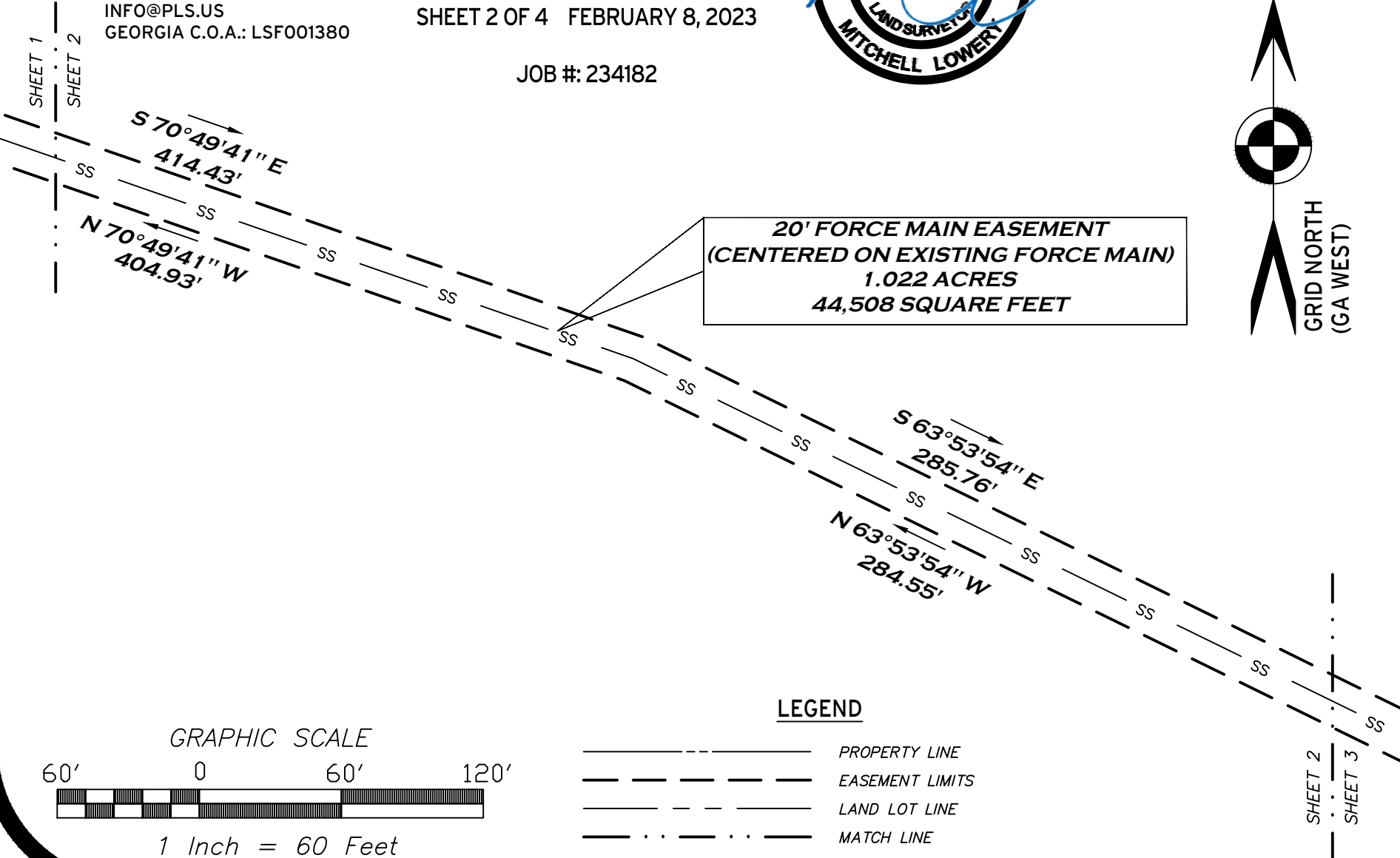
**FORCE MAIN EASEMENT EXHIBIT**  
LAND LOTS 706, 707, & 708 OF THE  
4TH DISTRICT, 3RD SECTION,  
BARTOW COUNTY, GEORGIA

SHEET 2 OF 4 FEBRUARY 8, 2023

JOB #: 234182



**20' FORCE MAIN EASEMENT  
(CENTERED ON EXISTING FORCE MAIN)  
1.022 ACRES  
44,508 SQUARE FEET**



1 Inch = 60 Feet

**LEGEND**

- PROPERTY LINE
- EASEMENT LIMITS
- LAND LOT LINE
- . - . - . MATCH LINE

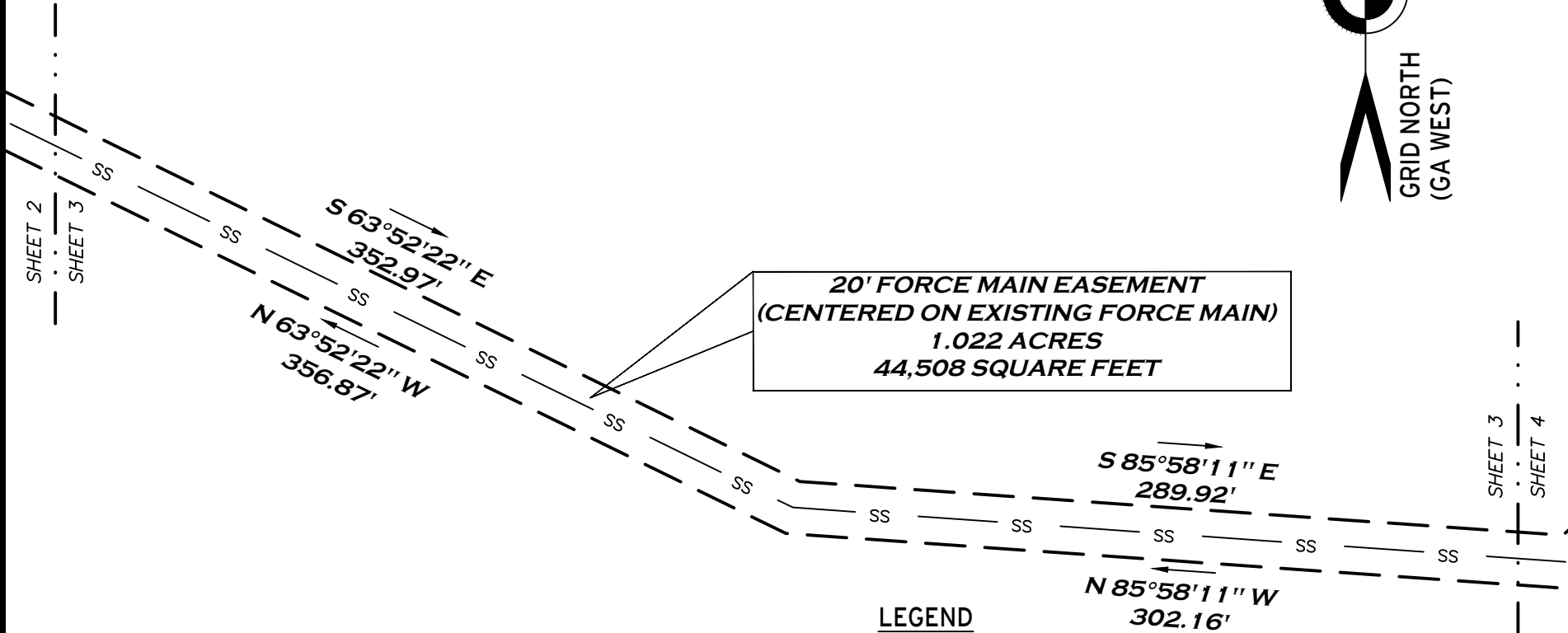
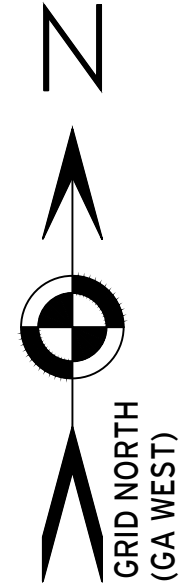


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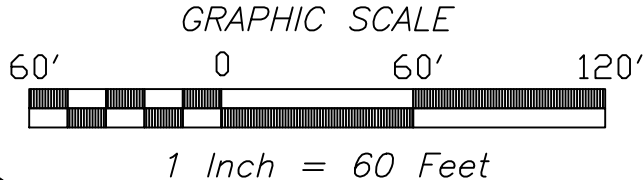
**FORCE MAIN EASEMENT EXHIBIT**  
LAND LOTS 706, 707, & 708 OF THE  
4TH DISTRICT, 3RD SECTION,  
BARTOW COUNTY, GEORGIA

SHEET 3 OF 4 FEBRUARY 8, 2023

JOB #: 234182



**20' FORCE MAIN EASEMENT  
(CENTERED ON EXISTING FORCE MAIN)  
1.022 ACRES  
44,508 SQUARE FEET**



**LEGEND**

- — — — — PROPERTY LINE
- - - - - EASEMENT LIMITS
- — — — — LAND LOT LINE
- . . - . . MATCH LINE



**PROFESSIONAL  
LAND SURVEYORS**  
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DALTON, GA 30720  
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GEORGIA C.O.A.: LSF001380

**FORCE MAIN EASEMENT EXHIBIT**  
LAND LOTS 706, 707, & 708 OF THE  
4TH DISTRICT, 3RD SECTION,  
BARTOW COUNTY, GEORGIA

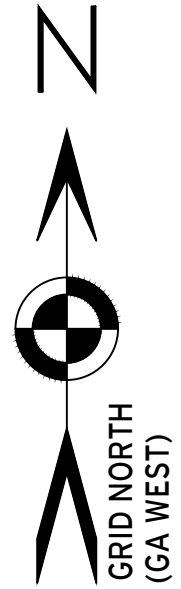
SHEET 4 OF 4 FEBRUARY 8, 2023

JOB #: 234182



N: 1507633.45  
E: 2095169.86

PETTIT CREEK  
CENTERLINE IS PROPERTY LINE



LAND LOT 707

LAND LOT 706

SHEET 3  
SHEET 4

N 48°45'49" E  
237.23'  
S 48°45'49" W  
244.91'

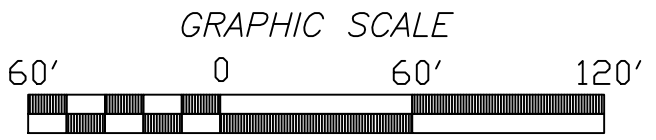
N 52°34'16" E  
282.85'  
S 52°34'16" W  
276.86'

LINE	BEARING	DISTANCE
L2	N 82°23'05" E	64.09'
L3	S 07°36'55" E	20.00'
L4	S 82°23'05" W	58.76'

**20' FORCE MAIN EASEMENT  
(CENTERED ON EXISTING FORCE MAIN)  
1.022 ACRES  
44,508 SQUARE FEET**

**LEGEND**

- PROPERTY LINE
- EASEMENT LIMITS
- LAND LOT LINE
- ..... MATCH LINE



1 Inch = 60 Feet



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 2, 2023
<b>SUBCATEGORY:</b>	Grant Application/Acceptance
<b>DEPARTMENT NAME:</b>	Fire Department
<b>AGENDA ITEM TITLE:</b>	SAFER Resolution
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>We respectfully request approval of a resolution that will support an authorization to seek a grant from FEMA. This grant is called SAFER (Staffing for Adequate Fire and Emergency Response). If approved, this grant will provide 12 firefighters’ salaries and fringe benefits for 36 months which will staff the new Station #5 on Carter Grove Blvd. The grant will not cover overtime, equipment, and training. The total of the grant will be \$3,138,252.50 with zero match.</p> <p>We ask for approval of the resolution and for the Mayor to be authorized to sign any and all documents related to the grant. Your positive consideration is appreciated.</p>
<b>LEGAL:</b>	The resolution has been reviewed, edited, and approved by City legal staff.



**RESOLUTION \_\_\_\_\_**

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDING SUBMITTED TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO RECEIVE GRANT FUNDING FROM THE FISCAL YEAR 2022 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM AND FOR OTHER PURPOSES AT A REGULAR MEETING OF THE CARTERSVILLE CITY COUNCIL HELD ON MARCH 2, 2023.**

**WHEREAS**, the City of Cartersville agrees to submit an application to the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program; and,

**WHEREAS**, the purpose of said grant shall be to hire 12 (twelve) new firefighters to help the City if Cartersville meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill the mission of the fire department and allow firefighters to respond to calls for service; and,

**WHEREAS**, the City of Cartersville deems the Project to be in the best interests of the citizens of Cartersville and promotes the public’s general health, safety, and welfare to apply for said grant funding in the amount of \$3,138,252.50 which will be used to fund salary and benefits for 12 (twelve) new firefighters for the 36-month period of performance; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to file an application with the Federal Emergency Management Agency to receive said Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program funds in order to hire 12 (twelve) new firefighters. If awarded grant funding, the City of Cartersville is prepared to meet all financial obligations that are associated with this grant, including providing necessary equipment, training, and personnel costs for the life span of this grant as specified within this resolution; and,

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk of Cartersville are hereby authorized to execute any and all documents as may be required to accompany said application and to provide the Federal Emergency Management Agency any and all Support Documentation which is considered to be part of said application process.

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE**, this 2nd day of March, 2023.

ATTEST:

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

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

# Staffing For Adequate Fire and Emergency Response (SAFER)

