



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, May 18, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

- [1.](#) May 4, 2023 Council Meeting Minutes

SECOND READING OF ORDINANCES

- [2.](#) Natural Gas Rates

FIRST READING OF ORDINANCES

- [3.](#) 3rd Quarter Reporting Text Amendment

APPOINTMENTS

- [4.](#) Board of Zoning Appeals

CONTRACTS/AGREEMENTS

- [5.](#) 2023-2024 GEMS Main Street MOU
- [6.](#) Professional Services Agreement for Downtown Flood Study

- [7.](#) Second Amendment to Development Agreement – Jackson Farms
- [8.](#) Satisfaction and Release of Extension Agreement
- [9.](#) Approving Plan of Finance and Revenue Bonds
- [10.](#) First Amendment to Real Estate Sales and Purchase Agreement
- [11.](#) City of Cartersville Rebranding Project
- [12.](#) Second Amendment to the Solar Power Purchase Contract

BID AWARD/PURCHASES

- [13.](#) 2600kVA Transformer Purchases
- [14.](#) Public IP Address Space
- [15.](#) Truck Purchases
- [16.](#) Track Steer Loader
- [17.](#) Water Material for Stock

ENGINEERING SERVICES

- [18.](#) Watershed Protection Plan Monitoring
- [19.](#) Grassdale Rd. Water Relocation Engineering
- [20.](#) Altitude Valve Replacement Engineering
- [21.](#) Overlook Gravity Sewer Engineering
- [22.](#) Overlook Lift Station Engineering
- [23.](#) West Side Water Tank Site Survey

MONTHLY FINANCIAL STATEMENT

- [24.](#) March 2023 Financial Report

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	May 4, 2023 Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from May 4, 2023 have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
City Hall – Council Chambers
May 4, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:07 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Wren made a motion to go into Closed Session for the purposes of Property, Personnel, and Potential Litigation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 3-0 (Stepp/Roth/Hodge absent)

Mayor Santini closed Work Session at 6:33 P.M.

OPENING MEETING

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

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Wren.

The City Council met in Regular Session with Mathew Santini, Mayor presiding, and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, Assistant City Attorney.

Absent: Cary Roth, Council Member Ward Three

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. April 20, 2023, Council Meeting Minutes

Council Member Cooley made a motion to approve the April 6, 2023, Meeting Minutes. Council Member Wren seconded the motion. The motion carried unanimously. Vote: 5-0

APPOINTMENTS

2. Recreation Advisory Board – Josh Brock

Dan Porta, City Manager, stated the mayor’s current appointee has requested that he be replaced on the Recreation Advisory Board. The mayor would like to appoint Josh Brock to fill the position and serve the remaining term until December 31, 2023.

Council Member Fox made a motion to approve the Recreation Advisory Board – Josh Brock Appointments. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

PUBLIC HEARING – 2nd READING OF ZONING/ANNEXATION REQUESTS

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

Randy Mannino, Planning and Development Director stated the applicant requests annexation into the city. Recommended zoning is R-20.

Mayor Santini opened the public hearing for the zoning portion of the application. With no one to come forward, the public hearing was closed.

Mayor Santini opened the public hearing for the annexation portion of the application. With no one to come forward, the public hearing was closed.

Council Member Stepp made a motion to approve the annexation portion of AZ23-01: 226 E Felton Rd. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

Council Member Wren made a motion to approve the zoning portion of AZ23-01: 226 E Felton Rd. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance 14-23 and Ordinance 15-23

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

Mr. Mannino stated the applicant requests the continuation of a non-confirming use. The applicant is the owner of a used car business (401) and wishes to expand the business onto the adjacent property (403). The expansion will include additional parking and use of a private garage for repairing cars to be sold at the 401 N. Tennessee St. location.

Staff were not opposed to the request. The Planning Commission recommended approval 5-0.

Mayor Santini opened the public hearing.

Bobby Walker came forward to represent the applicant and to answer any questions.

With no one else to come forward, the public hearing was closed.

Council Member Stepp made a motion to approve SU23-01: 401 & 403 N. Tennessee St. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

SECOND READING OF ORDINANCES

5. Amendment to Alcohol Ordinance

Lillie Read, Downtown Development Authority Director stated the DDA Board is proposing a change to section 4-1 (Definitions) and section 4-59 (Pouring Licenses Limited to Certain Establishments) of the Alcohol Ordinance with the goal of providing JZ's Taste of Georgia with a path for keeping their current business open. DDA recommends approval. The Alcohol Control Board recommended denial 3-1.

Andrea Zmick, owner of JZ's, came forward and stated that approval of this ordinance would allow her to stay in business.

Council Member Stepp made a motion to approve the Amendment to Alcohol Ordinance. Council Member Wren seconded the motion. Motion carried. Vote: 4-1 with Council Member Hodge in opposition.

Reference Ordinance 16-23 and Ordinance 21-23

6. Alcohol Control Board – Attendance Ordinance

Keith Lovell, Assistant City Attorney, stated this ordinance is being proposed to outline the attendance requirements for Board Members.

Council Member Hodge made a motion to approve the Alcohol Control Board – Attendance Ordinance. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance 17-23

7. Planning Commission – Attendance Ordinance

Mr. Lovell stated this ordinance is being proposed to outline the attendance requirements for Board Members.

Council Member Fox made a motion to approve the Planning Commission – Attendance Ordinance. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance 18-23

8. Historic Preservation Commission – Attendance Ordinance

Mr. Lovell stated this ordinance is being proposed to outline the attendance requirements for Board Members.

Council Member Cooley made a motion to approve the Historic Preservation Commission – Attendance Ordinance. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance 19-23

9. Board of Zoning Appeals – Attendance Ordinance

Mr. Lovell stated this ordinance is being proposed to outline the attendance requirements for Board Members.

Public hearing was opened and with no one to come forward to speak for or against the item, Mayor Santini closed the public hearing.

Council Member Wren made a motion to approve the Board of Zoning Appeals – Attendance Ordinance. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance 20-23

FIRST READING OF ORDINANCES

10. Natural Gas Rates

Mr. Lovell stated Several ordinances relating to the Gas System rates is being updated in our Code of Ordinances, Chapter 24 – Utilities. Article IX, - Gas System. Division 2 – Rates.

This is a first reading and will be voted on at the May 18, 2023, City Council Meeting.

Council Member Hodge made a motion to add four (4) items to the agenda. Council Member Wren seconded the motion. Motion carried unanimously. Vote 5-0

BID AWARD/PURCHASES

11. Air Operator Purchase

Michael Dickson, Gas Department Director, stated the Gas System is requesting the purchase of an air powered operator for our Mueller tapping equipment. This piece of equipment will make our current specialized tapping and stopping operation more efficient by saving three hours of labor on each job. This equipment will also be used by Gas System personnel in place of contractor labor, saving approximately \$3,000 per job. The Mueller Company, LLC. is the sole

source provider of this equipment and they provided a quote of \$8,948.36. This is a budgeted item and Council’s approval of this purchase was recommended.

Council Member Stepp made a motion to approve the Air Operator Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

CONTRACTS/AGREEMENTS

12. Pre-Demolition Asbestos Survey and Lead-Based Paint Screen

Steve Roberts, Parks and Recreation Director, stated Geo-Hydro will perform a pre-demolition asbestos survey and lead-based paint screen for the buildings located at 640 N. Tennessee St.

Council Member Hodge made a motion to approve the Pre-Demolition Asbestos Survey and Lead-Based Paint Screen. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

13. Subsurface Exploration and Engineering Evaluation – Aubrey Street Retaining Wall

Freddy Morgan, Assistant City Manager, stated that Geo-Hydro Engineers will provide geotechnical engineering services and an engineering report that provides a bearing capacity along the wall alignment for the proposed Aubrey Street retaining wall rehabilitation. We are asking for Council approval to enter into this agreement.

Council Member Fox made a motion to approve the Subsurface Exploration and Engineering Evaluation. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

14. Electric Department Building Renovation Proposal

Mr. Morgan stated this was the draft proposal for architectural and engineering services between the City of Cartersville and Croft and Associates for the renovation of the Electric Department facility.

Council Member Fox made a motion to approve the Electric Department Building Renovation Proposal. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

SURPLUS EQUIPMENT

15. Surplus Equipment

Mr. Morgan stated the list of vehicles/equipment provided was deemed as surplus by departments. If approved, they will be listed for sale on GovDeals.

Council Member Fox made a motion to approve the Surplus Equipment. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEMS

16. Purchase of Six Patrol Vehicles

Mr. Porta stated that the Police Department was requesting approval to purchase five (5) patrol vehicles and one (1) unmarked vehicle to replace vehicles in their fleet. The older vehicles would be declared surplus. These vehicles are budgeted items for fiscal year 23/24 and would be paid for out of the General Fund.

The vehicles to be purchased are 2023 Chevrolet Tahoe Police two-wheel drive and will come equipped with lights, sirens, cages, push bumpers, consoles, partitions, etc. The vehicles would be purchased from Alan Jay Fleet Sales in Sebring, Florida and will be delivered in 30-60 days. The cost of the vehicles are as follows:

	<u>Unit Price</u>	<u>Total</u>
Five Chevrolet Tahoe Police Patrol	\$54,758.00	\$273,790.00
One Chevrolet Tahoe Police Admin.	\$48,175.00	<u>\$48,175.00</u>
		\$321,965.00

Council Member Cooley made a motion to approve the purchase of six patrol vehicles. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 5-0

17. Douthit Ferry Pre-Acquisition Project

Mr. Porta stated the preacquisition for this project is \$305,000 and recommended Council approval.

Council Member Fox made a motion to approve the Douthit Ferry Pre-Acquisition purchase. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

18. Settlement Agreement

Mr. Lovell stated the city had reached a settlement agreement with a previous employee, Larry Turner, for \$40,000 and recommended Council approval of the agreement.

Council Member Wren made a motion to approve the Settlement Agreement. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

19. Ante-Litem Notice

Mr. Lovell stated he had received an ante-litem notice regarding a slip and fall incident at Dellinger Park and recommended the Council to deny the notice.

Council Member Hodge made a motion to deny the Ante-Litem Notice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution 12-23

ADJOURNMENT

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

Meeting Adjourned at 7:20 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Natural Gas Rates
DEPARTMENT SUMMARY RECOMMENDATION:	Several ordinances relating to the Gas System rates are being updated in our Code of Ordinances, Chapter 24 – Utilities. Article IX, - Gas System. Division 2 – Rates.
LEGAL:	Approved by Assistant City Attorney.

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 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-223. – SAME-INDUSTRIAL. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-223. Same—Industrial.

(a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) *Code 42 - firm - industrial - heat only.*

Applicability. This rate is applicable to all industrial customers that have winter heating requirements. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
All consumption @	\$1.50
Plus PGCI	/therm

(c) *Code 43 - firm - Industrial Process.*

Applicability. This rate is applicable to all industrial customers with year round consumption. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 100 decatherms @	1.31
All over 100 decatherms @	0.95
Plus PGCI	/decatherm
During cold weather months of October through April, all gas over the summer average (June, July, August) will be \$2.00/decatherm.	

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

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 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-224. GAS SYSTEM MANUFACTURING RATE SCHEDULE – INTERRUPTIBLE MANUFACTURING. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-224. Gas system manufacturing rate schedule—Interruptible manufacturing.

- (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) *Code 44 - interruptible - small - manufacturing.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using less than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Capital improvements	0.228/decatherm
Excess capacity fee	0.30/decatherm
Plus PGCIII	/decatherm

(c) *Code 46 - interruptible - large - manufacturing.*

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$200.00
1st 20,000 decatherms @	0.55
Next 80,000 decatherms @	0.488
Next 200,000 decatherms @	0.345
All over 300,000 decatherms @	0.14
Capital improvements	0.228/decatherm
Excess capacity fee	0.40/decatherm
Plus PGCIII	/decatherm

(d) *Code 49 - interruptible manufacturing incentive.*

Applicability. This rate is applicable to all customers with a minimum average consumption of three thousand (3,000) decatherms per day and using more than one hundred thousand (100,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.228/decatherm
Excess capacity fee	0.50/decatherm
Plus PGC III	/decatherm

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

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 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-225. GAS SYSTEM INTERRUPTIBLE RATE SCHEDULE – INTERRUPTIBLE INDUSTRIAL. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-225. Gas system interruptible rate schedule—Interruptible industrial.

(a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.

(b) *Code 45 - interruptible - industrial*

Applicability. This rate is applicable to all industrial customers with a minimum consumption of one hundred (100) decatherms per day. No gas may be resold or transported to other premises.

Monthly service charge	\$100.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Plus PGCII	/decatherm

(c) Code 45A - interruptible asphalt manufacturing facility.

Applicability. This rate is applicable to all asphalt manufacturing facilities. All gas must be purchased from the City of Cartersville. No gas may be resold or transported to other premises.

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 20,000 decatherms @	0.48
Capital improvements	0.228 /decatherm
Excess capacity fee	0.30/decatherm
Plus PGCI	/decatherm

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

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 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-226 – 24-227. RESERVED. are hereby amended by deleting said sections in their entirety and replacing it as follows:

1.

Sec. 24-226 Gas system industrial process firm rate schedule.

- (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) *Code 50* – firm – small – industrial process

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using less than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to other premises

Monthly service charge	\$500.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Plus PGCI	/decatherm

(c) Code 51 – firm – large – industrial process.

Applicability. This rate is applicable to all customers with a minimum average consumption of one hundred (100) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$500.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Plus PGCI	/decatherm

(d) Code 52 – Firm-industrial process-contract demand

Applicability. This rate is applicable to all customers with a minimum average consumption of one thousand (1,000) decatherms per day and using more than twenty thousand (20,000) decatherms on an annual monthly average. No gas may be resold or transported to the premises.

Monthly service charge	\$500.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.228 /decatherm
Plus PGC IV	/decatherm

Sec. 24-227. Reserved.

2.

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

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 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-228. IN GENERAL. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-228. Reserved.

2.

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

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 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-231. GENERALLY. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 24-231. Generally.

- (a) *Applicability.* Except as specifically provided otherwise, these terms shall apply to gas service under all rate schedules.
- (b) *Load control provisions.* Firm and interruptible sales service supplied by the city under all rate schedules may be curtailed in whole or in part by city at any time or from time to time in such manner as city may elect when the same becomes necessary in the judgment of city by reason of an event of force majeure (as defined in the applicable rate schedule or contract with customer) or to accomplish any of the following:
 - (1) To protect essential human need uses, such as residences, hospitals, residential institutions, schools, etc.
 - (2) To implement curtailment or load control plans permitted to become effective, or ordered by, any governmental body or agency having jurisdiction with respect to city.
 - (3) To protect or maintain city's natural gas system.
 - (4) To satisfy city's storage injection requirements.

Interruptible sales service supplied by the city under all rates schedules or contracts also may be curtailed in whole or in part by the city at any time or from time to time when the same becomes necessary in the judgement of the city to supply the firm service requirements of any of its customers. In the event that the customer fails to comply with any curtailment notice or order of city reducing the customer's hourly or daily use of gas, city shall have the options, and the customer shall incur the obligations and liabilities, provided for in the city's applicable rate schedule. city will endeavor to give two (2) hours prior notice of curtailment and will endeavor to advise customers of impending curtailment with as much advance notice as possible. City will endeavor in good faith to use reasonable business efforts to curtail customers in a fair and equitable manner.

- (c) *Governmental regulation; pass-through provisions.* All of city's rate schedules and contracts for gas service are subject to the provisions of any federal or state statute, order, rule or regulation of any federal or state agency which may be applicable from time to time, requiring the pass-through of particular costs, including incremental gas costs, to particular customers or classes of customers of city, and to any other federal or state statute, order, rule or regulation applicable to city from time to time.
- (d) *Return check charge.* For handling costs, whenever a check, draft, negotiable order of withdrawal, or like instrument, received for services is not paid or is dishonored by the bank

or other depository institution upon which it is drawn, a bad check charge of fifteen dollars (\$15.00) shall be paid.

- (e) *Service establishment charges.*
 - (1) The charge for establishing an account for gas service to a customer at a particular location shall be based upon cost of equipment and installation expenses, unless otherwise provided in a written contract between the customer and the city.
 - (2) The above charges do not apply to restorations of service subject to reconnection charges if there is an existing meter set at the premises, nor to temporary service to a builder, contractor or developer prior to occupancy of the premises, nor to a rental unit subject to a contract with the landlord providing that gas service shall continue during periods when the unit is not occupied by a tenant and that the landlord shall be responsible for the payment of bills for gas service until an account is established in the name of a new tenant.
- (f) *Payment.* Bills are due when rendered at the net rate shown herein and shall be paid in full at the address designated in the bill or invoice to the customer within ten (10) days from the date postmarked. A late charge of ten (10) percent of the amount of the bill shall be due and payable on any bill not paid when due. In addition, service may be discontinued at the city's discretion on any bill that is fifteen (15) days or more overdue.
- (g) City may supply gas from any standby or synthetic source, provided that the gas so supplied shall be reasonably equivalent on a BTU basis to the natural gas normally supplied hereunder.
- (h) A capital improvement charge of \$0.0228/therm shall be applied to all purchased gas costs.
- (i) *Determination of therms or decatherms.*
 - (1) For accounts billed in therms, the gas for any billing period, expressed in hundreds of cubic feet, shall be multiplied by the average BTU of the gas send-out as determined below and divided by one hundred thousand (100,000) in order to determine the number of therms consumed.
 - (2) For accounts billed in decatherms, the gas for any billing period, expressed in thousands of cubic feet, shall be multiplied by the average BTU of the gas sendout as determined below and divided by one million (1,000,000) in order to determine the number of decatherms consumed.
 - (3) The average BTU of the gas send-out for billing purposes shall be calculated for each calendar month from the weighted average BTU of natural gas delivered to city by the city's suppliers.
- (j) *Miscellaneous service fees.*
 - (1) *Reconnect fees.* Gas service that has been cut off for non-payment will be reinstated upon payment of the delinquent bill, late charge and reconnection fees. Once service has been cut off, payment will have to be in cash, by cashier's check, or money order. After hours reconnection will be in cases of emergency only.

Normal working hours \$20.00

After hours \$25.00

- (2) *Tampering fees.* Gas service cut off by the city for nonpayment that the customer has turned back on illegally will be reinstated upon payment of the bill, late charge, reconnection fee and a tampering fee.

Meters that had to be removed due to repeated tampering by the customer will be subject to a reinstallation charge.

Meters that are damaged or broken by customer tampering will be repaired or replaced at the customer's expense. Cost may include labor and equipment charges.

Tampering fee and re-installation fee shall be as indicated in section 24-21.

- (3) Gas accounts that require repeated trips by the servicemen may be subject to the following service charges:

Unnecessary re-reads \$25.00

Light pilot \$25.00

Transfer fee \$25.00

- (4) *Heat only customers.* Gas customers that heat only and finalize their accounts each summer to avoid payment of monthly base rates will be required to pay a service charge when their gas is reconnected in the fall.

Service charge \$50.00

- (5) *Returned check fee.* Customers that have had three (3) checks returned by the bank will be required to pay all future payments in cash, by cashier's check, or money order.

Service charge \$15.00

- (k) In the event of a difference in the interpretation of the tariffs and rates of the city gas system, the city's interpretation will prevail.

- (l) *Definitions.* For purposes hereof:

British Thermal Unit or BTU means the amount of energy required to raise the temperature of one (1) pound of pure water one (1) degree Fahrenheit from fifty-nine (59) degrees Fahrenheit to sixty (60) degrees Fahrenheit.

Business day means any day from Monday through Friday each week, excluding, however, any holiday observed by the city.

Contracted capacity means the firm capacity that the city has contracted with Southern and Williams/Transco to serve the city's firm requirements whereas the city pays Southern and Williams/Transco a monthly reservation fee for the reservation of this firm capacity.

Contract demand means any natural gas volumes the city is required to contract with a third-party for additional capacity above the city's current contracted capacity.

Council means the City Council of Cartersville, Georgia.

Cubic Foot means the quantity of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of 14.73 pounds per square inch and at a temperature of sixty (60) degrees Fahrenheit.

Customer means any customer who is served under any applicable rate schedule.

Daily delivery service requirements means the average daily requirements of a customer during each billing period for delivery service from city under this rider.

Day means a period of twenty-four (24) consecutive hours beginning and ending at 8:00 a.m. Cartersville, Georgia time. The date of a day shall be that of its beginning.

Decatherm (DT) shall mean one million (1,000,000) BTUs.

Direct transportation service means the delivery by city to a customer of user-owned gas received by city from Southern or Transco.

Equivalent gas cost means the cost per therm of natural gas, adjusted for lost and unaccounted for, equivalent to the cost per therm, as delivered to the customer's burner tip or other point of utilization, of the customer's alternate fuel.

Excess capacity means the difference between the city's overall natural gas throughput delivered to the city's natural gas distribution system on any given gas day and the city's daily contracted capacity with Southern and/or Williams/Transco.

Excess receipt volumes or *banked volumes* means the difference between the volumes of customer-owned gas received into city's system for the account of the customer and the volumes delivered by city to the customer when the volumes thus received by city exceed the volumes thus delivered to the customer. All such volumes shall be adjusted for BTU content.

Excess take volumes means the difference between the volumes of customer-owned gas received into city's system for the account of the customer and the volumes delivered by city to the customer when the volumes thus received by city are less than volumes thus delivered to the customer. All such volumes shall be adjusted for BTU content.

FERC means the Federal Energy Regulatory Commission.

Force majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, exhaustion or depletion of city's stocks of peak shaving fuel, exhaustion or depletion of city's supply of underground storage gas, freezing of wells or lines of pipe, partial or complete curtailment of deliveries by city's suppliers, inability to obtain rights-of-way or permits or material, equipment or supplies, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of city and which by the exercise of due diligence city is unable to prevent or overcome.

Gas shall mean natural gas of merchantable quality consisting primarily of methane and conforming to the quality specifications contained in the Southern and Transco FERC Gas Tariffs.

Gas day means a period of twenty-four (24) consecutive hours beginning and ending at 10:00 a.m. eastern standard time. The date of a gas day shall be that of its beginning.

Index base rate means the cost per decatherm of natural gas, plus any adders, adjusted for lost and unaccounted for, equivalent to the cost per therm, as delivered to the customer's burner tip or other point of utilization, of the customer's alternate fuel.

Interruptible customer means a customer of the city who purchases gas or transportation on an interruptible basis under an interruptible schedule.

Interruptible sales service means the sale by the city of city-owned gas under an interruptible schedule.

Interruptible transportation service means the sale by the city of transportation under an interruptible schedule.

Mcf means one thousand (1,000) cubic feet of gas.

Month means a period of time beginning on the first day of any calendar month and ending on the first day of the next calendar month.

PGC means the purchased gas cost.

PGCI means an average cost calculated using the first of the month index from the publication *Inside FERC's Gas Market Report* for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index." and *Natural Gas Intelligence Gas Price Index* for "Spot Gas Prices," "Delivered to Pipelines," "30 Day Supply Transaction," "South Louisiana," "Southern Natural," "Contact Index"; or the actual gas cost whichever is greater, plus seven (7) percent, plus the projected yearly demand charges based upon Southern and Transco's current monthly demand charges as billed during the calendar month of consumption divided by the prior calendar year's firm consumption plus any applicable surcharges and a two (2) percent add-on for lost and unaccounted for gas. In the event the city's actual annual demand charges paid Southern is more or less than collected from the city's firm customers no adjustments will be made.

PGCII means an average cost calculated using the first of the month index from the publication *Inside FERC's Gas Market Report* for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index." and *Natural Gas Intelligence Gas Price Index* for "Spot Gas Prices," "Delivered to Pipelines," "30 Day Supply Transaction," "South Louisiana," "Southern Natural," "Contact Index"; or the actual gas cost whichever is greater, plus seven (7) percent, plus Southern's one hundred (100) percent load factor transportation rate as billed during the calendar month of consumption plus any applicable surcharges and a two (2) percent add-on for lost and unaccounted for gas.

PGCIII means an average cost calculated using the first of the month index from the publication *Inside FERC's Gas Market Report* for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index." and *Natural Gas Intelligence Gas Price Index* for "Spot Gas Prices," "Delivered to Pipelines," "30 Day Supply Transaction," "South Louisiana," "Southern Natural," "Contact Index"; or the actual gas cost whichever is greater, plus four (4) percent, plus any applicable surcharges and a two (2) percent add-on for lost and unaccounted for gas.

PGCIV means a cost calculated using the first of the month index from the publication "Inside FERC" for SNG or Transco, as applicable, or the actual gas cost whichever is greater, plus any applicable third-party transportation or capacity charges, plus seven (7) percent, plus any surcharges, plus a two (2) percent add-on for lost and unaccounted for gas and any contractual costs to provide natural gas volumes whether the volumes are delivered or not.

Sales service means the sale by city to a customer of city-owned gas.

Service month means the month during which service is provided to a customer.

Southern or *SNG* means Southern Natural Gas Company or its successors.

Spot price means the average of the spot prices published by each of the following publications in the first issue of the month for delivery to the pipeline system of Southern during the month in which any unexcused failure by buyer to purchase or seller to deliver gas in accordance with the terms of the agreement occurs.

- (1) *Natural Gas Intelligence Gas Price Index* for "Spot Gas Prices," "Delivered to Pipelines," "30 Day Supply Transaction," "South Louisiana," "Southern Natural," "Contact Index"; and
- (2) *Inside FERC's Gas Market Report* for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index."

Therm means one hundred thousand (100,000) BTU's.

Total index cost means the index cost of spot gas plus the cost of transportation to the city's facilities by Southern Natural Gas and Williams Transco at the pipeline transportation rate, plus any applicable adders, adjusted for lost and unaccounted for gas.

Transco or *Williams/Transco* means The Williams Company Inc. or its successors.

Unauthorized gas shall mean the quantity of gas taken by the customer in excess of the hourly or daily amount specified by the city in a curtailment order.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	3rd Quarter Reporting Text Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	Following the 3 rd Quarter Reporting in November 2022, it was recommended to change the requirements to include four quarters (Oct-Sept) in the reporting versus the previous requirement of only three quarters (Jan-Sept).
LEGAL:	N/A

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOL BEVERAGES. ARTICLE I. – IN GENERAL. DIVISION 1. GENERALLY. SECTION 4-1 DEFINITIONS. Hotels or motels, paragraph 5, and Restaurant, paragraph 5 are amended by deleting the said paragraph definitions in their entirety replacing them, and adding the definition of Third Quarter Report all as indicated below.

1.

Sec. 4-1. – Definitions.

Hotel or motel

- (5) Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his/her designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, or at any other time requested to do so by the director of planning and development or his/her designee. The report shall cover the period from October 1 of the preceding year to September 30 of the current year. The purpose of said report is to determine if the annual sales meet the required ratio and make the appropriate recommendations to the alcohol control board. Hotels shall have the privilege of granting franchises for the operation of a lounge, restaurant in their premises and the holder of such franchise shall be included in the definition of hotel.

Restaurant

- (5) Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee. This report shall cover the period of time from October 1 of the preceding year to September 30 of the current year. The purpose of said report is to determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

Third Quarter Report means reports required by the ordinance, which all on premises consumption license holders are required to submit covering their percentage of alcohol sales versus retail or food sales. The reports cover the period of time from October 1 of the preceding year to September 30 of the current year. The purpose of the report is to determine, based upon the establishment’s gross sales, whether it is meeting the applicable sales ratios between malt beverage and wine, and distilled spirits, and either prepared food sales, or retail merchandise, as required for their license.

2.

All other existing provisions of Sec. 4-1 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

ATTEST:

MATTHEW J. SANTINI, MAYOR

JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 4 – ALCOHOLIC BEVERAGES. ARTICLE II. – LICENSING REQUIREMENTS. DIVISION 2. – APPLICATION AND ISSUANCE. SECTION 4-59. – POURING LICENSES LIMITED TO CERTAIN ESTABLISHMENTS, paragraphs (a)(1)e.; (a)(2)e.; (a)(3); (a)(5); and (b)(1) are hereby amended by deleting said paragraphs in their entirety and replacing them as listed below:

1.

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

(a)

(1)

e. Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his/her designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his/her designee. This report shall cover the period of time from October 1 of the preceding year to September 30 of the current year. The purpose of said report is to determine if the annual sales meet the required ratio and make the appropriate recommendations to the alcohol control board. Hotels shall have the privilege of granting franchises for the operation of a lounge, restaurant in their premises and the holder of such franchise shall be included in the definition of hotel.

(a)

(2)

e. Which derives at least forty-five (45) percent of its gross income from the sale of such meals prepared, served and consumed on the premises. Cover charges cannot be included in determination of gross income from food sales. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee. This report shall cover the period of time from October 1 of the preceding year to September 30 of the current year. The purpose of this report is to determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

(a)

(3) *Retail cigar shops* as specifically defined in this Code, may be issued an on-premises consumption license for sales of beer, malt beverages, wine, and distilled spirits, without meeting the requirement that forty-five (45) percent of its gross annual sales be derived from the sale of prepared meals or food, provided that at least fifty-one (51) percent of its gross annual sales be derived from the sale of full-sized hand-rolled cigars, pipe tobaccos, briar wood pipes, humidors, lighters, cutters, and expressly excluding from the calculation of gross annual sales the sale of cigarettes, bongos, bubblers, glass pipes, water pipes, Turkish pipes, pipe screens, pipe filters, dug-outs, stash boxes, rolling papers, rolling devices, rolling trays, grinders, incense, pipe cleaners, and other smoking paraphernalia if at all allowed to be sold pursuant to this chapter. The total amount of alcohol sales for consumption on the premises shall not exceed forty-nine (49) percent. The director of planning and development or his designee shall review the gross income figures from each establishment which shall provide such information, at the end of the third quarter of each calendar year, and at any other time requested to do so by the director of planning and development or his designee. This report shall cover the period of time from October 1 of the preceding year to September 30 of the current year. The purpose of this report is to determine if the annual sales meet the required ratio and make appropriate recommendations to the alcohol control board.

- a. In regards to seating, parking and occupancy requirements, those applicable to the cigar store shall supersede those listed in chapter 4.
- b. Said establishment shall be required to submit a Third Quarter Report.

(a)

(5) *Reserved.*

(b) *Reporting requirements.*

(1) All establishments licensed under this chapter, as indicated in said chapter, shall be required by November 1st of each calendar year to turn in third quarter reports which at a minimum indicate the percentage of alcohol sales on-premises and off-premises, including food, retail, and other required categories of its gross revenues. Failure to do so shall result in an automatic suspension of any existing alcohol license, and require said establishment to file a new application for license instead of being eligible for a renewal license.

2.

All other existing provisions of Sec. 4-59 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

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Board of Zoning Appeals
DEPARTMENT SUMMARY RECOMMENDATION:	The current terms for Ward 1, Kevin McElwee, Ward 3, Patrick Murphy, Ward 4, Malcolm Cooley and Ward 5, Linda Brunt on the Board of Zoning Appeals will expire in June. They would like to continue serving and if reappointed, their new terms would expire on June 1, 2027.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Downtown Development Authority
AGENDA ITEM TITLE:	2023-2024 GEMS Main Street MOU
DEPARTMENT SUMMARY RECOMMENDATION:	The DDA is seeking approval from Council for the annual MOU with DCA for our accredited Main Street program. DDA Board and staff recommends approval.
LEGAL:	N/A



2023 - 2024 Georgia Exceptional Main Streets MOU

Memorandum of Understanding

5/1/2023

This document should be signed by all local parties (Authorized City Representative, Board Chair, Main Street Program Manager) by **July 3, 2023**

Please email ellen.hill@dca.ga.gov with any questions.

GEORGIA EXCEPTIONAL MAIN STREETS PROGRAM MEMORANDUM OF UNDERSTANDING

2023 - 2024 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as “DCA”), the City/Town of Cartersville, Georgia (hereinafter referred to as “Community”), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Exceptional Main Streets Program (hereinafter referred to as GEMS) by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community’s participation in the GEMS Program for the stated year. DCA is the sponsoring state agency for the GEMS program and is licensed by the National Main Street Center (hereinafter referred to as “National Program”) to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA, and uploaded to the Main Street Boundary Map file in your program’s shared DCA Dropbox folder at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a full-time paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. Full-time paid professional staff will be considered an employee that works a minimum of 40 hours per week with at least 75% of their duties relating directly to the Main Street program. A copy of the job description should remain on file with DCA, in Dropbox, at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager’s salary must be paid in excess of minimum wage.
 - A. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim point of contact until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - B. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of an entity that is not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)

- B. Review reported data submitted by the downtown manager to assure accuracy.
- 6. Use the “Main Street America™” name in accordance with the National Main Street Policy on the use of the name Main Street.
- 7. Notify DCA in writing prior to any wholesale changes in the local program. This includes but is not limited to staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be received by DCA one month prior to said changes. Changes, or failure to notify DCA prior to these changes, may result in program probation, the loss of accreditation or removal of program designation altogether.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ utilizing Community Transformation Strategies and the Main Street Four Point Approach.
 - A. Unless otherwise specified the Community will utilize the DCA provided work plan template.
 - A. The work plan should serve as a strategic plan for the local program for a period of three years or less.
 - B. A copy of the work plan must be on file and uploaded to the Work Plan and Other Planning Documents file in the program’s shared DCA Dropbox folder and updated annually with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 12 times per year and ensure that the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street approach and trends for downtown revitalization and to support the downtown manager. All Board Members are required to have at least 2 hours of continuing education annually.
6. Newly Appointed Board Members are required to become Main Street 101 certified by the Office of Downtown Development, within their first year of their first term. All current Board Members, regardless of their length of service on the Board, must be Main Street 101 certified through DCA’s online testing system. A copy of this certification should be kept on file in your program’s shared DCA Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in the annual manager’s surveys provided by DCA. Failure to complete the annual manager’s survey by the deadline will result in the loss of accreditation.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community’s downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
 - A. The downtown manager and/or board members are expected to attend at least one preservation or economic development-related training annually.

- A. DCA requires managers to attend at least 30 hours of training annually (including statewide workshops, etc.). Eligible training hours can come from both DCA and non-DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development. . A record the manager's training hours must be uploaded to the Training Log file in your program's shared DCA Dropbox folder.
3. Respond to request by DCA in a timely manner.
4. Take advantage of the Georgia Main Street network of professional downtown managers.
5. All newly hired managers must be Main Street 101 certified with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified through DCA's online testing system.
6. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at minimum quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
 - B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the GEMS program, including social media outreach, to recognize and publicize the work of local programs.
 - a. DCA will highlight GEMS community through both the Georgia Main Street website and social media channels.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
 - a. DCA will provide GEMS communities with first right of refusal on all scholarships and financial incentive programs offered by the Office of Downtown Development.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide fee based strategic planning assistance to the local program.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2024.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street Designation. Communities that choose to terminate their Georgia GEMS Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2023-2024 program year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

MEMORANDUM OF UNDERSTANDING: 2023-2024 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): Cartersville

Authorized City Representative Signature (ACR)

Date

ACR Printed Name

ARC Title

MAIN STREET BOARD OF DIRECTORS

Board Chair Signature

Date

Board Chair Printed Name

Date Term Expires

DOWNTOWN MANAGER

Manager Signature

Date

Manager Printed Name

Date Hired

Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

Director's Signature

Date

Jessica Worthington
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-520-4271
Email: Jessica.worthington@dca.ga.gov



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Professional Services Agreement for Downtown Flood Study
DEPARTMENT SUMMARY RECOMMENDATION:	<p>There are several areas within the Downtown Area that are currently mapped as Localized Floodplain. The proposing engineer/surveyor will get detailed information that should better define this floodplain. The attached agreement from Barge Design Solutions will include fieldwork by their surveyors and analysis by their qualified engineering department. The information provided from this study should provide the City with better information to assist in planning of floodplain management and potential areas of need to reduce flooding potential.</p> <p>The agreement for these services is \$51,300. Public Works will utilize America Rescue Plan Act (ARPA) Funds for this project. In order to qualify for these funds, we feel that this project would help our stormwater division “manage, reduce and recapture stormwater” drainage in the future based on identifying flood areas in the downtown area. Therefore, this project would meet the requirements for eligibility of ARPA funds. This is not a budgeted item, but will utilize available ARPA funds.</p> <p>Public Works recommends approval of this agreement.</p>
LEGAL:	Archer & Lovell Law office has reviewed the agreement.

May 11, 2023

Wade Wilson, PE, CFM
Public Works Director
City of Cartersville
PO Box 1390/330 S. Erwin Street
Cartersville, GA 30120

RE: Downtown Flood Study

Dear Wade:

Per your request, we have prepared the attached Professional Services Agreement and proposal for the survey and professional services for the referenced project based on our understanding of the project requirements.

Attached to this letter are:

- Professional Services Agreement
- Attachment A – Scope of Services

Please let me know if you have any questions. Thank you for the continued privilege to serve the City of Cartersville.

Sincerely,

Barge Design Solutions, Inc.



David King, PE, CFM
Senior Project Manager

cc: Project File – 37697GN

Enclosures

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of May 11, 2023 by and between City of Cartersville (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: Downtown Flood Study

Location: Cartersville, Georgia

Description of Project:

The purpose of this project is to update a previous flood study that did not consider the existence of a large-diameter box culvert near the intersection of Tennessee Street and Leake Street. Details of the project are included in Attachment A.

I. PROFESSIONAL SERVICES: **BARGE** agrees to perform the following Basic Services under this contract:

See Attachment A

II. COMPENSATION: **Client** shall compensate **BARGE** for the Basic Services as follows:

See Attachment A

III. PAYMENTS: Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. TIME: Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE's** control. If such delay or suspension extends more than six months (cumulatively), **BARGE's** compensation shall be equitably adjusted.

V. SUSPENSION OF SERVICES: If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

VI. STANDARD OF CARE: Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.

VII. TERMINATION: The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.

VIII. OWNERSHIP AND REUSE OF DOCUMENTS: All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**.

IX. ACCESS TO THE SITE/JOBSITE SAFETY: Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

X. INSURANCE: **BARGE** shall provide evidence of insurance coverage in the following minimum amounts:

- | | |
|--|---|
| 1. Worker's Compensation | Statutory |
| 2. Employer's Liability | \$500,000 |
| 3. Commercial General Liability | \$1,000,000 per incident and in the aggregate |
| 4. Automobile Liability | \$1,000,000 per incident and in the aggregate |
| 5. Professional Liability | \$1,000,000 per incident and in the aggregate |
| 6. Cyber and/or Network Privacy Security | \$1,000,000 per incident and in the aggregate |

XI. RISK ALLOCATION: In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any cause or causes shall not exceed the amount of **BARGE's** fee or **Two Hundred Fifty Thousand Dollars (\$250,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

XII. DISPUTE RESOLUTION: It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

XIII. OPINIONS OF CONSTRUCTION COST: Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.

XIV. Illegal Immigration Reform and Enforcement Act Compliance:

- a. E-Verify Program: The City will not enter into a contract for the “physical performance of services” (as defined in O.C.G.A. § 13-10-90) unless **BARGE** registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by **BARGE** will become part of the Contract Documents.
- b. Requirement to Participate in a Federal Work Authorization Program (E-Verify): Pursuant to O.C.G.A. § 13-10-91, **BARGE** represents, warrants, acknowledges, and/or agrees that:
 - 1. **BARGE** has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - 2. Subcontractors will not enter into any contract with **BARGE** for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - 3. Sub-subcontractors will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

XV. GOVERNING LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Georgia.

City of Cartersville	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address: 6525 The Corners Pkwy, Suite 450 Peachtree Corners, GA 30092
Date Signed:	Date Signed:
Attested by City Clerk	
Signed:	
Date Signed:	

Seal (if applicable):



**Attachment A, Scope of Work
Downtown Flood Study
City of Cartersville, Georgia
May 11, 2023**

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for the City of Cartersville, Georgia (City) for a Downtown Flood Study, in accordance with the Professional Services Agreement (Agreement) dated May 9, 2023. The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Project Schedule
- IV. Compensation

I. Project Description

The City of Cartersville has a downtown area near the intersection of Tennessee Street and Leake Street that was part of a recent City-wide flood study. The previous study may be overpredicting flooding due to the omission of a large box culvert’s impacts to the storm system. The goal of the project is to update the study to include the contribution of the box culvert to the conveyance system and estimate updated flood extents for planning purposes.

II. Scope of Services

The scope of services is summarized into the following major tasks:

- Task 1 – Survey
- Task 2 – Flood Study Update

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff, coordinate progress updates with the City, and submit monthly invoices with updated schedules and budgets as applicable.

Task 1 – Survey

Barge will perform a storm infrastructure survey along E. Church Street, S. Tennessee Street and Leake Street near downtown Cartersville. The approximate survey limits are along the pink line as seen on Figure 1 below.

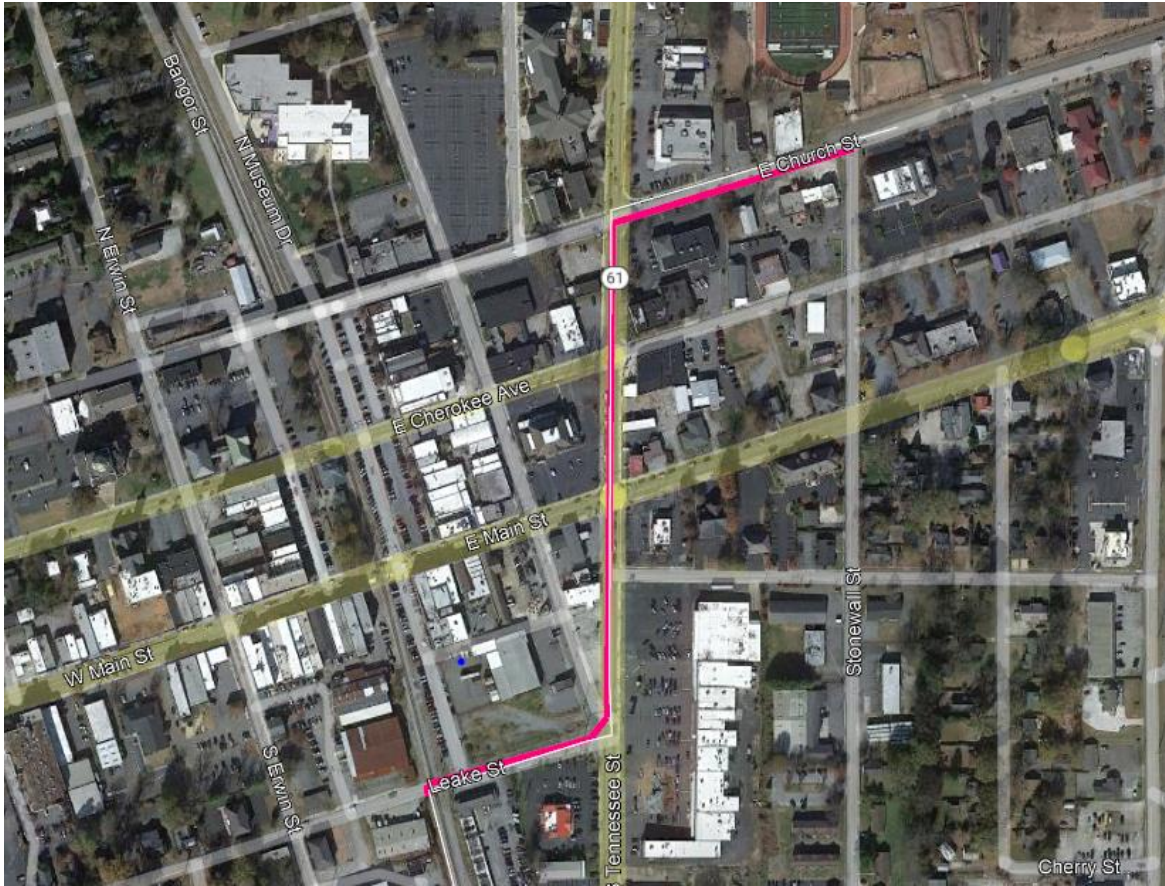


Figure 1: Approximate Project Survey Limits

The specific survey tasks for the project limits include:

- Top rim elevations
- Inverts of main storm system (no side system inverts)
- Estimated geometry of the box culvert from the top of each structure
- Connectivity from structure to structure

Deliverables:

The following deliverables will be provided as part of this task:

- AutoCAD Civil 3D .dwg file showing point locations, any line work associated with features collected in the field (i.e. structures, inverts, and will be combined with client-provided CAD files (if applicable). The drawing will be created in accordance with the A/E/C CAD Standard.



**Attachment A, Scope of Work
Downtown Flood Study
City of Cartersville, Georgia
May 11, 2023**

Assumptions:

The following assumptions are applicable to the above scope of services:

- In accordance with the Rules and Code of the State of Georgia, our services are regulated under the Georgia Board of Professional Engineers and Land Surveyors, Chapter 180. Mr. Robert Lux, PLS will be in responsible charge of the surveying services for compliance with said Rules and Code under this agreement.
- This survey will be referenced to the Horizontal Project Datum NAD83 (2011), Geoid 18 projected to the Georgia State Plane Coordinate System, West Zone, US Survey Feet and the Vertical Datum of NAVD 88, Geoid 18, US Survey Feet.
- If required, the City will provide security and escorts.
- There is no anticipated project specific special training required to perform this work.
- The City will provide right-of-entry for any areas requiring access to perform and complete surveying and mapping efforts, prior to deployment of Barge field crew(s).
- Right-of-entry letters, including railroad right-of-way, will be the responsibility of the City and made available to Barge.
- Barge field crews will not move any stockpiled material or debris to accomplish the survey.
- Barge is not required to provide any permitting, negotiations or any other service other than those listed in this proposal.
- Survey field staff will be able to perform weekend work, if necessary.
- Site conditions, trees, vegetation and clearings are substantially the same as shown on aerial photograph in Figure 1.
- Minimal, if any, traffic control is anticipated. It is assumed that the use of standard cones and signs would be considered sufficient.
- Topographic, Boundary or Wetlands delineation/surveys are not included in this proposal.



Task 2 – Flood Study Update

The findings of the stormwater infrastructure survey (Task 1) will be incorporated into a hydrologic and hydraulic analysis to complete an updated flood study for the area indicated in Figure 1 that will include the following tasks:

- Review of previous hydrologic and hydraulic models (developed by others) to use as the foundation for an updated stormwater model of the system.
- Develop a stormwater model using survey, previous models, available GIS data provided by the City.
- Perform hydrology and hydraulic analysis of the existing stormwater system for the 2-, 5-, 10-, 25-, and 100-year, 24-hour design storm events.
- Perform hydrology and hydraulic analysis for the future 100-year, 24-hour design storm event using a consistent increase in hydrologic parameters as the previous flood study.
- Evaluate the specific hydrology and hydraulics at the intersection near 12 Leake Street.
- Estimate the updated flood extents for the existing and future 100-year design storm event and create GIS figures and electronic deliverable for the City’s planning purposes.

Deliverables:

The following deliverables will be provided as part of this task:

- Technical memorandum documenting the approach and assumptions included in the flood study, including flood extent figures
- Updated electronic stormwater models (EPA SWMM or PCSWMM format)
- Electronic GIS deliverables of estimated flood extents

Assumptions:

The following assumptions are applicable to the above scope of services:

- Available GIS data from the City includes terrain data that is detailed enough to estimate drainage extents for the study area.
- PCSWMM will be used for the stormwater modeling analysis.
- No FEMA coordination or regulatory coordination is included in the task.



III. Project Schedule

The preliminary project schedule is shown in the table below.

Tasks	Duration
1. Survey	8 weeks
2. Flood Study Update	16 weeks

IV. Compensation

The City agrees to pay Barge a Lump Sum as listed in the table below to complete the scope of work as defined in the tasks above. Barge will submit monthly invoices based on percent of work completed to date. The project status will be summarized monthly in our progress report and invoice submittal.

Fee Summary Table

Items	Fee Amount
1. Survey	\$22,800
2. Flood Study Update	\$28,500
TOTAL	\$51,300



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Second Amendment to Development Agreement – Jackson Farms
DEPARTMENT SUMMARY RECOMMENDATION:	This amendment updates the name of the owner(s).
LEGAL:	Reviewed by City Attorney.

PREPARED BY AND RETURN TO:
MCMICHAEL & GRAY, PC
2055 N. BROWN RD SUITE 250
LAWRENCEVILLE GA 30043-4920
FILE #: CONST-

CROSS REFERENCE:
Development Agreement at Deed Book 3426, Page 338, Bartow County, Georgia records; and

First Amendment to Development Agreement at Deed Book 3544, Page 136, aforesaid records.

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "*Second Amendment*") is made and effective on the ____ day of _____, 2023 ("*Amendment Effective Date*") by and between THE CITY OF CARTERSVILLE, GEORGIA, a municipal corporation of the State of Georgia ("*City*") and SDH Atlanta LLC, a Georgia limited liability company ("*Developer*"), and JACKSON FARM 106, LLC, a Delaware limited liability company ("*Owner 1*"), and JACKSON FARM 85, LLC, a Delaware limited liability company ("*Owner 2*"). The City and Developer are sometimes referred to collectively as the "*Parties*" or individually as a "*Party*".

WITNESSETH:

WHEREAS, the City, Developer, and Owner 1 previously entered into that certain Development Agreement with an Effective Date of December 16, 2021 and recorded in Deed Book 3426, Page 338, Bartow County, Georgia records (the "*Agreement*") for the terms upon which the Developer could develop its proposed project with approved variance conditions and to provide for payment and performance bonds; and

WHEREAS, the City, Developer, and Owner 1 previously entered into that certain First Amendment to Development Agreement with an Effective Date of April 6, 2023 and recorded in Deed Book 3544, Page 136, Bartow County, Georgia records (the "*First Amendment*"); and

WHEREAS, Owner 2 is part owner of the property subject to the Agreement and First Amendment, and Owner 2 desires to consent and assent to all of the terms of the Agreement and the First Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties acknowledge and agree that the recitals set forth above are true and correct to the best of their knowledge, information, and belief and that these representations are material terms of this Second Amendment.

2. All capitalized terms defined in the Agreement, as amended shall have the same meaning when used in this Second Amendment.

3. Owner 2 as a vested title holder of a portion of the Property for which the Developer is improving agrees and consents to all of the terms of the Agreement, the First Amendment, and this Second Amendment.

4. This Second Amendment has been negotiated by the Parties and represents their mutual agreement; moreover, both Parties are sophisticated and have had the right to consult independent counsel of their choosing to advise them of the terms of this Second Amendment. Accordingly, no rule requiring contracts or terms be construed against the drafter shall apply to the terms of this Second Amendment.

5. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument.

6. Except as amended herein, all terms and provisions of the Agreement, as amended, shall remain unmodified and in full force and effect. To the extent of any inconsistency between the Agreement as amended and this Second Amendment, this Second Amendment shall control and prevail.

Signatures appear on the following page.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the Amendment Effective Date.

Signed, sealed, and delivered in the presence of:

CITY:

THE CITY OF CARTERSVILLE, of the County of Bartow, a political subdivision of the State of Georgia

Unofficial Witness

By: _____ (SEAL)
Matthew Santini in his capacity as Mayor of the City of Cartersville, Georgia

Notary Public

Attest: _____ (SEAL)
By: Julia Drake in her capacity as the Clerk of the City of Cartersville, Georgia

My commission expires:

[NOTARY SEAL]


[AFFIX CITY'S SEAL]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the Amendment Effective Date.


Signed, sealed, and delivered in the presence of:

DEVELOPER:

SDH Atlanta LLC
a Georgia limited liability company



Unofficial Witness

By:  (SEAL)
Name: Scott Bowles
Its: President



Notary Public

My commission expires: 10/21/2025

[NOTARY SEAL]



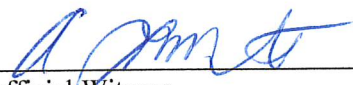
THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARTERSVILLE, GEORGIA, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA (“CITY”) AND SDH ATLANTA LLC, A GEORGIA LIMITED LIABILITY COMPANY (“DEVELOPER”), AND JACKSON FARM 106, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“OWNER 1”), AND JACKSON FARM 85, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“OWNER 2”) FOR JACKSON FARM SUBDIVISION IS CONSENTED TO AND APPROVED BY OWNER 1, THIS 3rd DAY OF May, 2023.

IN WITNESS WHEREOF, Owner 1 has caused this Second Amendment to be executed on the date listed above.


Signed, sealed, and delivered in the presence of:

OWNER 1:

JACKSON FARM 106, LLC
a Delaware limited liability company


Unofficial Witness


By: Builder Capital, LLC
a Delaware limited liability company
Its: Manager

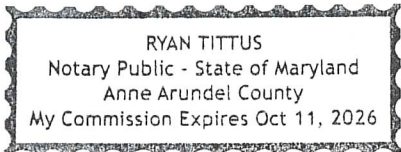

Notary Public

By: Arizona Crows Nest Ventures, LLC
an Arizona limited liability company
Its: Manager

My commission expires: 10-11-2026

[NOTARY SEAL]

By:  (SEAL)
Name: William Southworth
Its: Sole Member




THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARTERSVILLE, GEORGIA, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA (“CITY”) AND SDH ATLANTA LLC, A GEORGIA LIMITED LIABILITY COMPANY (“DEVELOPER”), AND JACKSON FARM 106, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“OWNER 1”), AND JACKSON FARM 85, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“OWNER 2”) FOR JACKSON FARM SUBDIVISION IS CONSENTED TO AND APPROVED BY OWNER 2, THIS 3rd DAY OF Mar, 2023.

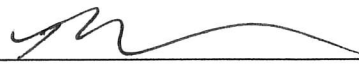
IN WITNESS WHEREOF, Owner 2 has caused this Second Amendment to be executed on the date listed above.

Signed, sealed, and delivered in the presence of:

OWNER 2:


Unofficial Witness

JACKSON FARM 85, LLC
a Delaware limited liability company

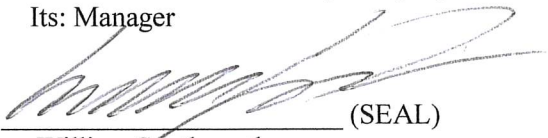

Notary Public

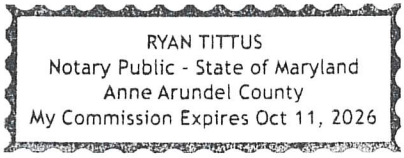
By: Builder Capital, LLC
a Delaware limited liability company
Its: Manager

My commission expires: 10-11-2026

By: Arizona Crows Nest Ventures, LLC
an Arizona limited liability company
Its: Manager

[NOTARY SEAL]

By: 
(SEAL)
Name: William Southworth
Its: Sole Member





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Satisfaction and Release of Extension Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	Great Valley Commerce Center, LLC has completed all obligations and payments of the Gas Department's gas extension agreement for the Great Valley Commerce Center Project. Since they have met all the requirements, we request that Council approve this release from the Extension Agreement.
LEGAL:	N/A

After Recording Return to:
Archer & Lovell PC
PO Box 1024
Cartersville GA 30120
CROSS REFERENCE:
Deed Book 3469, Page 461

STATE OF GEORGIA
COUNTY OF BARTOW

SATISFACTION AND RELEASE OF EXTENSION AGREEMENT

The City of Cartersville and Great Valley Commerce Center, LLC, as the Owner/Developer of the project known as Great Valley Commerce Center, entered into an Extension Agreement dated June 2, 2022, which was recorded on June 7, 2022, in Deed Book 3469, Page 461 (the “Extension Agreement”). Great Valley Commerce Center, LLC, as Owner/Developer under the Extension Agreement has satisfied all obligations and paid all sums due under the Extension Agreement, is hereby released from the Extension Agreement, and has no further obligations to the City of Cartersville under the Extension Agreement.

This ____ day of May, 2023.

CITY OF CARTERSVILLE, GEORGIA

Attested to by:

By: _____

Matthew J. Santini, Mayor

Julia Drake, City Clerk

[AFFIX SEAL]

Unofficial Witness

Notary Public

[AFFIX SEAL]



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Approving Plan of Finance and Revenue Bonds
DEPARTMENT SUMMARY RECOMMENDATION:	The Bartow-Cartersville Joint Development Authority (BCJDA) is requesting approval of the financing and issuance of revenue bonds for Hanwha Q Cells' sewerage and solid waste disposal facilities.
LEGAL:	N/A

**APPROVAL OF THE MAYOR OF THE CITY OF CARTERSVILLE, GEORGIA
APPROVING THE PLAN OF FINANCING AND ISSUANCE OF REVENUE BONDS BY
BARTOW-CARTERSVILLE JOINT DEVELOPMENT AUTHORITY
FOR THE BENEFIT OF HANWHA Q CELLS USA, INC.**

WHEREAS, the Bartow-Cartersville Joint Development Authority (the “*Issuer*”) has considered the application and plan of financing of Hanwha Q CELLS USA, Inc., a Delaware corporation, and any related entity or subsidiary thereof (collectively, the “*Company*”) requesting the Issuer’s assistance in financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of certain sewage or solid waste disposal facilities (the “*Facilities*”) at a new manufacturing facility located at Highland 75 Corporate/Industrial Park, 751 Great Valley Pkwy., White, Georgia 30184 in Bartow County, Georgia, through the issuance from time to time in one or more series of the Issuer’s revenue bonds (the “*Bonds*”) in an aggregate principal amount outstanding of not to exceed \$750,000,000, and the Hearing Officer held a public hearing with respect to such proposed plan of financing for the Facilities on May 18, 2023; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “*Code*”), provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of such private activity bonds is located shall approve the issuance of such bonds; and

WHEREAS, the Issuer issues its revenue bonds on behalf of the City of Cartersville, Georgia, the Facilities are located in the City of Cartersville, Bartow County, Georgia, and the Mayor of the City of Cartersville, Georgia is the chief elected official of the City of Cartersville, Georgia; and

WHEREAS, a certificate regarding the public hearing has been filed with the minutes of this meeting;

NOW, THEREFORE, BE IT APPROVED by the Mayor of the City of Cartersville, Georgia, as follows:

Section 1. The issuance of the Bonds by the Issuer from time to time in one or more series for the benefit of the Company in an aggregate outstanding principal amount of not to exceed \$750,000,000, as described in the plan of financing presented to and on file with the Issuer, to assist in the financing of the cost of the Facilities is hereby approved to the extent required by Section 147(f) of the Code, as follows:

- (a) The Facilities consist of certain sewage or solid waste disposal facilities in the City of Cartersville, Bartow County, Georgia;
- (b) The initial owner or operator of the Facilities is Hanwha Q CELLS Georgia, Inc., a wholly owned subsidiary of Hanwha Q CELLS USA Inc; and

(c) The location of the Facilities is located at Highland 75 Corporate/Industrial Park, 751 Great Valley Pkwy., White, Georgia 30184 in Bartow County, Georgia.

Section 2. Such approval by the Mayor of the City of Cartersville, Georgia does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Company or the Facilities, and the Bonds shall not constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof. The Bonds shall be payable solely from the revenues derived from the Company and pledged to the payment thereof and no owner of any of the Bonds shall ever have the right to compel any exercise of the taxing power of the State of Georgia or of any county, municipal corporation or political subdivision thereof, nor to enforce the payment thereof against any property of the State of Georgia or of any county, municipal corporation or political subdivision thereof.

Section 3. This approval shall take effect immediately upon its adoption.

APPROVED this 18th day of May, 2023.

(SEAL)

CITY OF CARTERSVILLE, GEORGIA

By: _____
Mayor



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	First Amendment to Real Estate Sales and Purchase Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	This amendment between JB Henderson Properties and the City of Cartersville extends the Due Diligence Period for 60 days, Closing Date for 60 days and Exhibit B most 60 days, or similar updated time frame that corresponded to original schedule time frame.
LEGAL:	N/A

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

178 W MAIN STREET
CARTERSVILLE, GEORGIA

CITY OF CARTERSVILLE (“Seller”)
and
JB HENDERSON PROPERTIES, INC. (“Buyer”)

This First Amendment to Commercial Real Estate Purchase and Sale Agreement (“First Amendment Agreement”) is entered into as of this ____ day of _____, 2023, by and between, **JB HENDERSON PROPERTIES, INC.**, a Georgia corporation ("Buyer") and the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia ("Seller").

RECITALS

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

WHEREAS, the Agreement, allows for a sixty (60) day extension of the Due Diligence Period, upon written notice by Buyer to Seller, and approval by Seller; and

WHEREAS, Buyer has notified Seller of the need for a sixty (60) day extension of the Due Diligence Period, and Seller is agreeable to said extension; and

WHEREAS, the Agreement calls for the Closing Date to be extended by the same amount of time as the Due Diligence Period, if the Due Diligence Period is extended; and

WHEREAS, **Exhibit B** to the Agreement, Project Schedule is revised to accommodate the sixty (60) day extension of the Due Diligence Period.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree to revise **Item IV. Due Diligence Period, Item IX. Closing** and Exhibit “B” Project Schedule as follows:

IV. DUE DILIGENCE PERIOD. The Due Diligence Period is extended sixty (60) days, through and including July 16, 2023. All other provisions of this paragraph not changed herein shall remain as is.

IX. CLOSING. The purchase of the Property shall be closed on or before August 15, 2023 at the offices of Tilley Deems & Trotter, LLC. All other provisions of this paragraph not changed herein shall remain as is.

SIGNATURES ON NEXT PAGE

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

SELLER:

PURCHASER:

CITY OF CARTERSVILLE, GEORGIA,
a municipal corporation

JB HENDERSON PROPERTIES, INC.,
a Georgia corporation

_____ [Seal]
By: Matthew J. Santini, Mayor

_____ [Seal]
By: Barry Henderson, President

Attest: _____
Julia Drake, City Clerk

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of _____

County of _____, ss.

On this ___ day of _____, 20___, before me appeared **JB HENDERSON PROPERTIES, INC.** as the **BUYER(S)** of this First Amendment to Commercial Real Estate Purchase Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

Print Name: _____

My commission expires: _____

(Seal)

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of _____

County of _____, ss.

On this ___ day of _____, 20___, before me appeared **CITY OF CARTERSVILLE** as the **SELLER(S)** of this First Amendment to Commercial Real Estate Purchase Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

Print Name: _____

My commission expires: _____

(Seal)

**EXHIBIT “B”
(Project Schedule)**

Due Diligence Period Clear title Zoning/engineering work Site Planning Permitting application	Extended Through and Including July 16, 2023
Submission of conceptual site plans to be approved by city	Extended through and including July 16, 2023
Approval of conceptual site plans by City	July 16, 2023 – August 1, 2023
Closing Date	August 15, 2023
Land disturbance permit issued and demolition and site development to commence	August 29, 2023
Submission of final building and construction plans	September 19, 2023
City Council consideration of final construction plans	October 03, 2023
On-site improvements, demolition, and site grading ready for development completion Construction to begin/building permits issued	March 15, 2024
Construction to begin/building permits issued	April 2, 2024
Estimated completion time for construction	March 4, 2025
Issuance of Certificate of Occupancy	March 18, 2025



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	City of Cartersville Rebranding Project
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This is a contract with Doug Chatham Design Studio to partner with the city’s PR and Communications Manager on the city rebranding project.</p> <p>This project aims to establish a new brand identity package for the City of Cartersville, which will provide a consistent look and strong messaging that resonates with both citizens and visitors.</p> <p>The services offered total \$12,500.00. We request approval to enter this contract.</p>
LEGAL:	N/A

LOGO Design Agreement

THIS AGREEMENT, effective as of May 20, 2023, (“**Effective Date**”) is entered into by and between Doug Chatham, (hereinafter referred to as “**Designer**”), and The City of Cartersville, (hereinafter referred to as “**Client**”). Designer and Client are sometimes referred to individually as a “**Party**” or collectively as the “**Parties.**”

1. PROJECT DESCRIPTION

The Parties agree that the Designer will deliver the following Services:

- **Discovery & Strategy.** Discovery process to include working directly with the City’s PR & Communications Manger to do a brand analysis, meet on research and insights, gather stakeholder input and together create a brand strategy to guide the design process.
- **Primary logo package.** This is the final, approved design, in various formats, lock-ups, vertical and horizontal arrangements, plus an icon and badge version.
- **Design system for sub-brands.** This is a design system that will allow for creating new sub-brands as needed. Up to 4 sub-brands will be included in this Project for departments, and other City entities specified by the Client.
- **A visual identity kit.** Brand guidelines, with applied examples, and a brand overview presentation.

The Parties agree that the Designer will deliver the final Services by October 30, 2023.

2. PAYMENT

- The Parties agree that the total cost of the services will be \$12,500, where \$4,250 will be paid at the signing of this Agreement, \$4,250 will be paid upon final approval of the primary logo and \$4,000 will be paid at completion and final delivery of all items listed in Section 1. Project Description.
- The Parties agree that the Designer will provide an invoice to the Client at every milestone listed above.

3. TERMINATION

- This Agreement may be terminated immediately in the event that one of the Parties breaches this Agreement or one of the conditions set forth in this Agreement and does not amend the breach within a period of 14 days.
- This Agreement will automatically be terminated when the services are completed.

4. CONFIDENTIALITY

- During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Designer in order for the Designer to complete the Services in their final form. The Designer will not share any of this proprietary information at any time. The Designer also will not use any of this proprietary information for the Designer's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.

-

5. OWNERSHIP

- Right and title to all ideas, trade secrets, business processes, inventions, discoveries, and other intellectual property (collectively referred to as "Inventions") used or developed by Designer in the performance of the Services shall remain with Designer. Upon payment of all fees due hereunder, Client is hereby granted a non-exclusive license to use the completed logo the other items named, and the Inventions included in the logo. Client agrees to keep confidential any and all Inventions not publicly known and utilized by Designer under this Agreement.
- The Client may not reproduce or otherwise use design mock-ups, drafts, sketches etc. created by designer during work on the Project but not included into the final version of the Project. Such artwork belongs solely to the Designer who may use it at his own discretion.
- Designer retains the right to reproduce the Project in any form for self-marketing, portfolio, competitions, or other self-promotional uses. Designer shall at no times reproduce the logo for use in commercial means or for-profit use.
- The Client will be responsible for conducting a trademark clearance search, and any legal processing and fees associated with registering the trademark if the Client wishes to do so.

6. GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

7. Immigration Reform Compliance Requirement

During the entire duration of this agreement, the Designer and its agents shall remain in compliance with Georgia Code section 13-10-91 and 50-36-1, as amended.

- Any contractors performing the “physical performance of services” for the City of Cartersville, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. The City of Cartersville cannot consider any contractors, even as part of a bidding or RFP process, unless they provide the appropriate E-Verify contractor affidavits. Contractors are defined as those who provide any “physical performance of services,” which means any performance of labor or services for the City of Cartersville using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year.

8. REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are fully authorized to enter this Agreement. Both Parties’ performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

9. DISCLAIMER OF WARRANTIES

- The Designer warrants to complete the Services listed in this Agreement as per the Client’s requirements and specifications. However, the Designer does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other benefits.
- In addition to the above, the Designer holds no responsibility towards the Client in the event that the delivered work does not lead to the Client’s desired results.

10. LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties’

negligence or breach.

11. ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party, unless consented to by both Parties in writing.

12. ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of, or in connection with, this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of the State of Georgia.

13. ENTIRE AGREEMENT

- The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

14. SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

DESIGNER

Name: _____

Signature: _____

Date: _____

CLIENT

Name: _____

Signature: _____

Date: _____

CITY CLERK

Name: _____

Signature: _____

Date: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Second Amendment to the Solar Power Purchase Contract
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Electric Department is requesting approval of the provided second amendment to the Power Purchasing Contract with MEAG Power. The most significant of the changes would be a 30% increase in power costs from the first amendment to the PPC. This increase is due to the developer’s inability to get financing at First Amendment pricing now.</p> <p>Also added is an agreement to lower that unit cost if they can secure the solar panels at a lower than current price.</p> <p>The City Attorney has approved the amended contract, and I am requesting your approval for the Mayor to sign the amended contract.</p>
LEGAL:	Approved per Keith Lovell

SECOND AMENDMENT TO THE POWER PURCHASE CONTRACT
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This Second Amendment to the Power Purchase Contract (this “**Amendment**”), made and entered into as of _____, 2023, by and between the Municipal Electric Authority of Georgia (the “**Authority**” or “**MEAG Power**”), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the “**Act**”), and the City of Cartersville (the “**Solar Participant**”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has previously entered into the Power Purchase Contract (“PPC”) made and entered as of August 11, 2021, with the City of Cartersville (the “**Solar Participant**”);

WHEREAS, Section 1.1 of the PPC references as Exhibit A that certain Power Purchase Agreement with Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (hereinafter the “**SPPA**”);

WHEREAS, the Authority and the Solar Participant amended the PPC pursuant to that certain First Amendment to the PPC, dated October 20, 2022, whereby Section 1.1 of the PPC was amended by adding Exhibit B to the PPC (incorporating into the PPC Amendment No.1 to the SPPA);

WHEREAS, as the result of changes that have occurred impacting the solar industry and subject to the approval of each of the Solar Participants, MEAG Power's Board has authorized MEAG Power's President and CEO to execute Amendment No. 2 to the SPPA in substantial form;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

Section 1.1 of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant is hereby amended by adding the exhibit reflecting the changes to the SPPA agreed to by the Authority and the Company (which is marked as Amendment No. 2 to the SPPA and attached hereto as Exhibit C).

2.

All other provisions of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant shall remain in full force and effect and binding upon the parties hereto.

3.

In witness whereof, the Authority has caused this Amendment to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Solar Participant has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Solar Participant is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA

By: _____
Name: James E. Fuller
Title: President and CEO

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

[Solar Participant Signature is on the next page]

CITY OF CARTERSVILLE

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT C
AMENDMENT NO. 2 TO THE SPPA

**AMENDMENT NO. 2
TO THE
POWER PURCHASE AGREEMENT
BETWEEN
PINEVIEW SOLAR LLC
AND
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**

THIS AMENDMENT NO. 2, dated as of [REDACTED], 2023 (“Amendment”), amends the Power Purchase Agreement by and between PINEVIEW SOLAR LLC (“Seller”) and the MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA (“Buyer”) dated as of September 1, 2021 as supplemented by the letter from Buyer to Seller dated October 31, 2022, and as amended by the Amendment No. 1 (“Amendment No. 1”) between Seller and Buyer (collectively, the “PPA”). Seller and Buyer are individually referred to herein as a “Party” and collectively as the “Parties”.

BACKGROUND RECITALS:

A. Pursuant to the PPA, Seller is planning to construct, own, and operate a solar photovoltaic electric generation facility with a Planned Facility Capacity of approximately 80 MWac on a site located in Wilcox County, Georgia;

B. Seller intends to sell and deliver to Buyer the power, output and services of the Facility to provide Supplemental Power to the Solar Participants, and Buyer intends to purchase the same from Seller in accordance with the terms and conditions of the PPA; and

C. Consistent with Section 21 of the PPA, Seller and Buyer agree to amend the PPA as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein and in the PPA and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties each intending to be legally bound hereby agree as follows:

A. Amendments to the PPA

The Parties agree to amend the PPA as follows:

1. Section 1.1 – Definitions:

a) The definition of Contract Price is deleted and replaced in its entirety with the following:

“Contract Price” means \$37.75 per MWh.

- b) The definition of Notice to Proceed Date is deleted and replaced in its entirety with the following:

“**Notice to Proceed Date**” means the date on which notice is issued by Seller to its contractor under the engineering, procurement and construction agreement or similar contract relating to the construction of the Facility, authorizing and directing the full and unrestricted commencement of construction of the Facility. The Notice to Proceed Date shall occur on or before July 31, 2023.

- c) The definition of Guaranteed Commercial Operation Date has been amended by Amendment No. 1 to the PPA. For the avoidance of doubt, the Parties confirm the following definition:

“**Guaranteed Commercial Operation Date**” means November 1, 2024, provided that the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis for each day of delay in Seller’s development, permitting, construction, interconnection or completion of the Facility associated with (a) the occurrence of a Force Majeure event, (b) a breach by Buyer of any of its obligations under this Agreement, (c) the occurrence of an Emergency condition, or (d) a delay in the in-service date of the Interconnection Facilities beyond the expected date set forth in the Generation Interconnection Agreement, including as a result of a delay in the completion of any Network Upgrades, provided that such delay is not the result of Seller’s failure to perform its obligations under the Generation Interconnection Agreement.

- d) The definition of the term Pre-Construction Credit Support is deleted and replaced in its entirety with the following:

“**Pre-Construction Credit Support**” means a Letter of Credit, Cash Deposit, Guaranty, or a combination thereof, as determined by Seller, provided by Seller for the benefit of Buyer in an amount equal to Three Million Dollars (\$3,000,000.00).

2. **Section 2 – Term:**

Section 2.1 of the PPA has been amended by Amendment No. 1 to the PPA. For the avoidance of doubt, the Parties confirm the following:

2.1 **Term.** This Agreement is entered into as of the date hereof (the “Effective Date”) and, unless earlier terminated as provided herein, shall remain in effect until the end of the fifteenth (15th) Contract Year (the “Term”).

3. **Section 4.7 – Buyer Purchase Option:**

Section 4.7 of the PPA (as added by Amendment No. 1 to the PPA (“Buyer Purchase Option”)), including its subsections, is deleted in its entirety and any rights potentially resulting therefrom are hereby waived.

4. **Section 5.1 – Contract Price:**

Section 5.1 of the PPA (as amended by Amendment No. 1 to the PPA (“Contract Price”)) is deleted and replaced with the following:

5.1 Contract Price. Commencing on the Commercial Operation Date and continuing through the Term, Buyer shall pay the Contract Price for all deliveries to Buyer of the Products. The Contract Price includes the consideration to be paid by Buyer to Seller for the Products, and Seller shall not be entitled to any compensation over and above the Contract Price for the Products, except as set forth in Section 4.4.2. Seller agrees to reduce the Contract Price by \$0.50/MWh for each \$0.01/watt reduction in module pricing Seller obtains below \$0.44/watt, as of the Notice to Proceed Date, on a pro rata basis. Seller further agrees to provide Buyer with an “open book” approach to Seller’s module pricing. So, by way of example, if Seller obtains modules at \$0.43/watt, Seller agrees to reduce the Contract Price to \$37.25/MWh.

B. Other Provisions.

1. Unless otherwise specifically provided in this Amendment, capitalized terms in this Amendment shall have the meaning assigned to such terms in the PPA.

2. This Amendment has been duly authorized, executed and delivered by each Party.

3. Except as amended hereby, the terms and conditions of the PPA shall remain in full force and effect. Each reference in the PPA to the “Agreement” shall be a reference to the PPA as amended hereby.

4. This Amendment may be executed by facsimile or PDF (electronic copy) and in multiple counterparts, all of which taken together shall have the same force and effect as one and the same original instrument.

5. This Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other because of the preparation or other event of negotiation, drafting or execution hereof.

[Signature Page Following]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first written above.

PINEVIEW SOLAR LLC

**MUNICIPAL AUTHORITY OF
GEORGIA**

By: Sunbird Holdings 1, LLC, a Delaware limited liability company, its sole member and manager

BY: _____
NAME: _____
TITLE: _____

By: Hep Sunflower Holdings IV, Inc., a Delaware limited liability company, its sole member and manager

BY: _____
NAME: Ingo Burkhardt
TITLE: Treasurer



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	2500kVA Transformer Purchases
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department recommends the purchase of (4)-2550kVA 480/277V transformers from UTB Transformers for \$68,346 each to serve power for a new customer choice customer. The proposed vendor was not the cheapest but offered a much shorter delivery time. This is needed to meet the customer's schedule for February 2024. This is a budgeted expense in the pending FY23-24 budget.
LEGAL:	N/A

Item	Qty	Description	Price Each	
1A	5	Pad Mounted Transformer	\$61,226	\$306,130

Condition:	New	Cooling Class:	ONAN
KVA Size:	2550	Temp Rise:	65°C
High Voltage:	24940y/14400	Fluid:	Mineral Oil
Low Voltage:	277/480y	Conductor:	Aluminum
Phase:	3	Fusing:	Bayonet
Impedance:	Standard	Switch:	4-Pos. LBOR
Taps:	2.5% ABNB	Tank Material:	Mild Steel
HV Bushings:	Dead Front/Loop Feed	Arresters:	None
LV Bushings:	12-Hole Nema Spades		
Accessories:	Freight Terms: Additional from Port of Savannah, GA. Warranty: 2 Years Lead Time to Ship: 16-18 Weeks after confirmation of drawings (4-6 Weeks)		
UL Listed ANSI/IEEE Certified			

Notes:

- If freight terms are freight allowed on UTB truck, the lead time to ship is depending on availability of UTB trucks and may change. If you need the delivery expedited, the cost of hire will be added to your invoice.

Transformer Total Ownership Cost Evaluation

2500kVA 14.4kV 277/480
Mar-23

(RFQ for quantity of 5)

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE each)</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>
Gresco	Ermco	50-52 wks.	\$ 68,375.00			\$ 68,375.00
Irby	GE		0			0
Solomon	Solomon	~44 wks.	\$ 97,106.00			\$ 97,106.00
JCL	JCL	32-34 wks	\$ 98,450.00			\$ 98,450.00
UTB	UTB	16-18 wks.*	\$ 75,160.00			\$ 75,160.00
UTB	UTB	16-18 wks.*	\$ 61,226.00			\$ 61,226.00

* After confirmation of drawings (4-6 weeks)

NO BID

2600kVA

2550kVA



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Public IP Address Space
DEPARTMENT SUMMARY RECOMMENDATION:	FiberCom is requesting approval to pay Brander Group Inc. \$42,496.00 for a block of 1024 IP addresses. These IP addresses will be assigned to future FiberCom customers for delivery of internet services. This is to supplement our current block of IP addresses that are nearing depletion. This is not a budgeted item but funds are available.
LEGAL:	N/A

Hello Steven,

Meeting: May 18, 2023 Item 14.

You will receive the purchase agreement for [64.7.36.0/22](#) via ZohoSign shortly. It can get caught in junk folders, please confirm that you received it.

Here is a price breakdown:

IPv4 Block Price: \$ 40,448.00

Consulting Fee: \$ 2,048.00

Total Cost: \$ 42,496.00

We will be sending an invoice with the cost breakdown as well after the agreement is signed.

As a reminder, the seller only allows us to reserve the IPv4 block for 5 business days due to the high demand.

All the best,

Michael Carter
Account Executive | Brander Group Inc.
O: (702) 560-5616 x 708 | M: (623) 201-9558
michael@brandergroup.net | www.brandergroup.net

Brander Group Inc.

848 N. Rainbow Blvd. #5212
 Las Vegas Nevada 89107
 +1 (702) 560-5616
 info@brandergroup.net

IPv4 Buyer Order Form

Company: City of Cartersville

The Facilitator and Buyer set forth on the signature page of this Order Form (hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**") agree as follows:

1. Transaction Terms. The Parties agree that the transaction details are as follows:

IPv4 Address Block	Owner	Region	Total IPs	Seller Price
64.7.36.0/22	Digicon Corporation	ARIN	1024	\$ 40,448.00

2. Transfer of IP Addresses. Facilitator represents it is authorized by the owner of the IPv4 Address Block (the "**Owner**") to offer the IPv4 Address Block for sale and to perform all services necessary to effectuate the sale of the IPv4 Address Block. The Owner represents that it is the sole and exclusive beneficial holder of the rights to the IPv4 Address Block and hereby transfers all such rights to the IPv4 Address Block to Buyer, free and clear of any liens, encumbrances or claims to hold or use the IPv4 Address Block, subject only to ARIN's approval. The Facilitator does not own the IPv4 Address Block and makes no claims regarding the IPv4 Address Block. Except as provided otherwise herein, the IPv4 Address Block are being transferred on an "as is, where is" basis and no warranties, either express or implied, have been made regarding the IPv4 Address Block.

3. Transaction Steps.

- a. This Order Form is signed by both Parties.
- b. Buyer makes payment to Facilitator within five (5) business days via escrow.com using or wire transfer
- c. The Owner submits a transfer ticket linking IPv4 Address Block to Buyer's ARIN Org-ID: CC-961
- d. Buyer submits recipient ticket to accept IPv4 Address Block.
- e. Whois updates to reflect CC-961 as the new owner of the IPv4 Address Block.
- f. Facilitator releases funds to Owner.

4. Termination Rights. If the Owner has not submitted a transfer ticket to regional registry within five (5) business days of receipt of Buyer's payment or if ARIN does not complete the transfer of the IPv4 Address Block within thirty (30) days from the date of the Owner's submission of the transfer request with their regional registry to transfer the IPv4 Address Block to the Buyer, the Buyer may request a refund from the Facilitator or receive a different IPv4 Address Block of equal size, in the sole discretion of the Facilitator. The Facilitator may terminate this agreement if the Buyer fails to make payment to the Facilitator within five (5) business days of the execution of this IPv4 Order Form; or if the Buyer fails to take actions necessary to complete the transaction, as determined in the sole discretion of the facilitator.

5. Indemnification. Each Party (the "**Indemnifying Party**") shall indemnify the other Party and its owners, directors and employees (the "**Indemnified Parties**"), and shall not hold any of the Indemnified Parties responsible for any losses or claims resulting from (a) any breach of any representation or warranty from the Indemnifying Party in this

agreement, or (b) any failure to comply by the Indemnifying Party of any arrangement, agreement or obligation of the Indemnifying Party in this agreement. The Buyer shall also indemnify Brander Group and its owners, directors, employees, legal counsel or any affiliates and shall not hold Brander Group responsible for any losses or claims resulting from any claim, dispute, arbitration, disagreement or legal proceeding arising from this agreement, without regard to whether such claim is made by a Party or a third party.

6. Counterparts; Delivery. This IPv4 Order Form may be executed by electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7. Governing Law; Jurisdiction. This IPv4 Order Form is governed by and shall be construed in accordance with the laws of the State of Delaware. This IPv4 Order Form embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior discussions, agreements or understandings relating thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this IPv4 Order Form as of date set forth below.

Buyer

Company: City of Cartersville

Signature: Steven Grier

Name: Steven Grier

Title: IT Director

Date: May 09 2023 14:29 GMT

Facilitator

Company: Brander Group Inc.

Signature: Lauren Bedrick

Name: Lauren Bedrick

Title: Operations



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Truck Purchases
DEPARTMENT SUMMARY RECOMMENDATION:	Five F150s will be purchased from Prater Ford. One will be purchased for Planning, one for the Electric Department and three will be purchased for the Gas Department. These are not budgeted but will be covered by departmental funds.
LEGAL:	N/A

City of Cartersville
Planning & Development Department
 Contact: Randy Mannino 770-607-6181

Vehicle to be delivered to City of Cartersville Garage located at
 500 S. Tennessee St, Cartersville, GA 30120
 Contact Bill Trott 770-387-5786 at the Garage to arrange delivery

City of Cartersville reserves the right to reject any or all bids.

1/2 Ton 4WD Extended Cab Pickup Truck

current Model Year available

Quantity: 1

Specify Year: 2023

Vendor Information:

The vehicle offered shall be comparable with detailed requirements listed below (unless otherwise noted). Bidders are to indicate in the "Meets or Exceeds Specifications" column if bid specifications are met and can provide additional comments if necessary. **If the Meets or Exceeds Specifications column is not properly marked, or it is incomplete, your bid will not be considered for award.**

All Specifications are minimum requirements

Supporting Data:

Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in Meets or Exceeds Specifications Column. Failure to furnish required data may be considered as a cause for rejection of bid.

Planning & Development Dept. - 1/2 Ton 4 Wheel Drive Extended Cab Pickup Truck	Meets Specifications		COMMENTS
	YES	NO	
Wheel Base 155"		✓	145"
16" Steel Wheels		✓	17"
6 foot bed	✓		6.5
8 cylinder Flex Fuel engine	✓		2.7 Liter V-6
Automatic Transmission with 8 speed/overdrive <u>10</u>	✓		
Power Steering	✓		
Power Disc Brakes	✓		
Rear Step Bumper	/		
Factory Air Conditioning	/		
Power Windows / Locks / Gauge Package	/		
Cig. Lighter w/add. 12v ports	/		
AM/FM/ Radio w/Bluetooth	/		

HD Cloth Seats with Center Console	✓		
Intermittent Wipers	✓		
Electric Dual Side Mirrors	✓		
Interior Color - Grey	✓		
Exterior Color - White	✓		
Full Coverage Rubber Floor Mat	✓		
All Terrain BSW Tires	✓		
Tire Jack and tools	✓		
Full size spare tire	✓		
Towing Package with receiver hitch and 4/7 pin connection with trailer brake controller	✓		
Limited Slip Axle	✓		
Tow Hooks	✓		
Skid Plates	✓		
Spray on bedliner	✓		
Blue Tooth Hands Free Phone System	✓		
Cargo Light	✓		
3 sets Keys	✓		

2 Factory - 1 Dealer

Total Per Unit Price \$ 41,807 each

Anticipated number of weeks until delivery (after approval): 30-60 days ARW Est.

List additional options or other pertinent information. Subject to Prior Sale

Bid Submitted By: Vendor
 Contact Person
 Telephone Number

Prater Ford, Inc
Jerry R. Hicks
706-629-2883 ext 647



VEHICLE ORDER CONFIRMATION

05/04/23 15:52:27

Dealer: F21422

Page: 1 of 1

Price Level: 350

2023 F-150

Order Type: 5B

PO Number:

Order No: 0000 Priority: G2 Ord FIN: QD456 Order Type: 5B Price Level: 350
Cust/Filt Name: CARTERSVILLE

11E F150 4X4 S/C RETAIL \$42995

413 SKID PLATES \$160
425 50 STATE EMISS NC
53A TRAILER TOW PKG 1325

96W . TRL BRAKE CONTR
SPRAY-IN LINER 595
SP DLR ACCT ADJ
SP FLT ACCT CR

.17" SILVER STEEL
2.7L V6 ECOBST 1285
ELEC 10-SPDAUTO

LT265/70R17C 295
3.55 ELEC LOCK 470
6500# GVMR
JOB #2 ORDER NC
FLEET SPCL ADJ

B4A NET INV FLT OPT NC
DEST AND DELIV 1895
TOTAL BASE AND OPTIONS 49315
XL DISCOUNT (750)
TOTAL 48565
THIS IS NOT AN INVOICE

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC00257

V1DP0194 2,6

\$ 41,807.00 each



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Bid Awards/ Purchases
DEPARTMENT NAME:	Recreation Department
AGENDA ITEM TITLE:	Track Steer Loader
DEPARTMENT SUMMARY RECOMMENDATION:	We are requesting approval to purchase a Track Steer Loader from Franklin Tractor Co. located in Cartersville. We attained 3 quotes from Franklin Tractor Co., Ag Pro of Cartersville and Bobcat of Atlanta located in Marietta. Staff recommends the New Holland from Franklin Tractor Co. based on the design of the machine and safety features of the New Holland. The New Holland C345 with the safety glass door cost \$88,632.00. This is not a budgeted purchase, but funds are available through the General Fund.
LEGAL:	N/A



Retail Offer

CUSTOMER INFORMATION:	
CITY OF CARTERSVILLE, PARKS	
P.O. BOX 1390	
CARTERSVILLE, GEORGIA 30120 USA	

DEALERSHIP	
TRACTORS, INC.	
2221 HIGHWAY 411 NE	
CARTERSVILLE, GA 30121 US	
770-382-6855	
SALESPERSON:	DANIEL TEAL - 770-584-2965

Retail Offer Number: 0001121234-1

Retail Offer Valid to: 05/31/2023

Description: CARTERSVILLE PARKS AND REC

UNITS OFFERED			
Unit # 1 C345		Offered Price	88,632.00
Vehicle / Quote Number:	0017366378	Physical Damage Ins. (Deductible \$/ months)	
Sales Order Number:	0086747798		
VIN/Serial #:	NPM429663		

Total	\$88,632.00
--------------	--------------------

Down Payment	\$0.00
---------------------	---------------

Total Offer Value	\$88,632.00
--------------------------	--------------------

FINANCING INFORMATION					
Financed By	N/A	Amount Financed	88,632.00	Term in Months	
Loan Type		Rate Type		Interest Rate	
GOVERNMENT CONTRACT PRICING, DEMO DOOR PROVIDED IN LIEU OF GLASS DOOR AND BUCKET. ESTIMATED DELIVERY JUNE 15TH, 2023					

Vehicle Configuration

Vehicle / Quote Number: 0017366378, 0086747798

NORMAL	NORMAL OFFER	761062	AIR RIDE SUSPENSION SEAT
NHCE	NEW HOLLAND CE	463739	STEEL LIGHTS
C345R	C345-RG	8500147	450 MM (17.7 INCH)
CE-NA	CE-NA	761069	HIGH FLOW AUXILIARY
	Base price	761321	NO SELF LEVEL-E-H
761300	BASE-E-H	761334	MULTIFUNC NO RD LGTS
761031	2 SPEED E-H CONTROLS	761328	ENGLISH
761311	E-H CAB LCD DISPLAY	761636	761636 EH2-LIMITED HF AIR CAB
761036	HIGH FLOW PACKAGE	761149	84" BOLT ON CUTTING EDGE
761042	E-H CONTROLS	761134	84" LOW PROFILE EXTENDED
761326	BLOCK HEATER	761224	LAP BAR NEW HOLLAND
761314	HVAC CAB	761325	HYDRAULIC COUPLER
725690	CAB SIDE WINDOWS	464957	TRANSPORT PROTECTION
761156	GLASS FRONT DOOR	761205	HEAVY DUTY REAR DOOR
761173	FLOOR MAT E-H CONTROLS		



Meeting: May 18, 2023 Item 16.

Product Quotation

Quotation Number: 42661D042746
 Date: 2023-05-11 15:12:30

Ship to	Bobcat Dealer	Bill To
City of Cartersville Parks & Recreation Department Attn: David Weldon 1 North Erwin St Cartersville, GA 30120 Phone: (770) 607-6270 Fax: (770) 387-5624	Bobcat of Atlanta, Marietta, GA 2006 DELK INDUSTRIAL BLVD MARIETTA GA 30067 Phone: 770-850-1443 Fax: _____ Contact: COLTEN PONDER Phone: 678-800-3252 E Mail: CPONDER@BOBCATOFATLANTA.COM	City of Cartersville Parks & Recreation Department Attn: David Weldon 1 North Erwin St Cartersville, GA 30120 Phone: (770) 607-6270 Fax: (770) 387-5624

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$62,308.08	\$62,308.08
P67 Performance Package	M0285-P06-P67	1	\$4,391.28	\$4,391.28
Power Bob-Tach	2-Speed			
7-Pin Attachment Control Kit	Hydraulic Bucket Positioning			
High Flow				
C37 Comfort Package	M0285-P07-C37	1	\$4,633.20	\$4,633.20
Enclosed Cab with AC/Heat	Deluxe Instrument Panel with Keyless Start			
Sound Reduction	Radio			
Cab Accessories Package	Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$680.40	\$680.40
Description	Part No	Qty	Price Ea.	Total
PDI		1	\$300.00	\$300.00
Freight Charges		1	\$1,350.00	\$1,350.00
Bobcat Special Apps Door		1	\$2,105.42	\$2,105.42
Total of Items Quoted				\$75,768.38
Quote Total - US dollars				\$75,768.38

Notes: Sourcewell Quote Number – AMS-11043

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:	Purchase Order: _____
Authorized Signature:	
Print: _____	Sign: _____ Date: _____

Quote Summary

Prepared For:
 CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120
 Business: 770-387-5673

Prepared By:
 Clinton Boquet
 Ag-Pro
 1534 Highway 411 North
 Cartersville, GA 30121
 Phone: 770-387-0340
 jboquet@agproco.com

Quote Id: 28786163
Created On: 09 May 2023
Last Modified On: 09 May 2023
Expiration Date: 16 May 2023

Equipment Summary	Selling Price	Qty	Extended
2023 JOHN DEERE 331G COMPACT TRACK LOADER - 639842	\$ 87,000.00	X 1 =	\$ 87,000.00

Equipment Total **\$ 87,000.00**

Quote Summary

Equipment Total	\$ 87,000.00
Dealer services	\$ 0.00
SubTotal	\$ 87,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 87,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 87,000.00

Salesperson : X _____

Accepted By : X _____

Quote Id: 28786163

Customer: CITY OF CARTERSVILLE

2023 JOHN DEERE 331G COMPACT TRACK LOADER - 639842

Hours: 0
Stock Number: 639842

Code	Description	Qty
0BE2T	2023 JOHN DEERE 331G COMPACT TRACK LDR BASE	1
Standard Options - Per Unit		
0755	2SP HIFL RC SLEV CB/AC PQT	1
0953	ISO SWITCHABLE CTLS & JS PPK	1
1501	ENGLISH OP MAN & DECALS	1
1741	LESS JDLINK	1
2650	WIDE ZIG-ZAG MULTI BAR TRKS	1
4001	2" SEAT BELT W/SHOULDERSTRAP	1
6006	AIR RIDE SEAT (CLOTH W HEAT)	1
8042	REAR VIEW CAMERA	1
8050	COLD START PACKAGE 110 VOLT	1
8060	PRE CLEANER	1
8342	RADIO AM/FM W/BLUETOOTH	1
8380	FOOTREST WITH FLOORMAT	1
9062	84" HD CONST BKT W/ EDGE	1

Quote Summary

Prepared For:
 CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120
 Business: 770-387-5673

Prepared By:
 Clinton Boquet
 Ag-Pro
 1534 Highway 411 North
 Cartersville, GA 30121
 Phone: 770-387-0340
 jboquet@agproco.com

Quote Id: 28786163
Created On: 09 May 2023
Last Modified On: 10 May 2023
Expiration Date: 16 May 2023

Equipment Summary	Selling Price	Qty	Extended
2023 JOHN DEERE 331G COMPACT TRACK LOADER - 639842	\$ 90,844.00	X 1 =	\$ 90,844.00

Equipment Total **\$ 90,844.00**

Quote Summary

Equipment Total	\$ 90,844.00
Dealer services	\$ 0.00
SubTotal	\$ 90,844.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 90,844.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 90,844.00

Salesperson : X _____

Accepted By : X _____

Quote Id: 28786163

Customer: CITY OF CARTERSVILLE

2023 JOHN DEERE 331G COMPACT TRACK LOADER - 639842

Hours: 0
Stock Number: 639842

Code	Description	Qty
0BE2T	2023 JOHN DEERE 331G COMPACT TRACK LDR BASE	1
Standard Options - Per Unit		
0755	2SP HIFL RC SLEV CB/AC PQT	1
0953	ISO SWITCHABLE CTLS & JS PPK	1
1501	ENGLISH OP MAN & DECALS	1
1741	LESS JDLINK	1
2650	WIDE ZIG-ZAG MULTI BAR TRKS	1
4001	2" SEAT BELT W/SHOULDERSTRAP	1
6006	AIR RIDE SEAT (CLOTH W HEAT)	1
8042	REAR VIEW CAMERA	1
8050	COLD START PACKAGE 110 VOLT	1
8060	PRE CLEANER	1
8342	RADIO AM/FM W/BLUETOOTH	1
8380	FOOTREST WITH FLOORMAT	1
9062	84" HD CONST BKT W/ EDGE	1
Dealer Attachments		
BYT10226	Severe Duty Door	1
BYT10085	Canopy Severe Duty Door Hardware Kit	1
Other Charges		
	Setup	1

Quote Summary

Prepared For:
 CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120
 Business: 770-387-5673

Prepared By:
 Clinton Boquet
 Ag-Pro
 1534 Highway 411 North
 Cartersville, GA 30121
 Phone: 770-387-0340
 jboquet@agproco.com

Quote Id: 28785731
Created On: 09 May 2023
Last Modified On: 10 May 2023
Expiration Date: 31 May 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 333G COMPACT TRACK LOADER - 1T0333GMAPF445994	\$ 102,544.00	X 1 =	\$ 102,544.00

Equipment Total **\$ 102,544.00**

Quote Summary

Equipment Total	\$ 102,544.00
Dealer services	\$ 0.00
SubTotal	\$ 102,544.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 102,544.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 102,544.00

Salesperson : X _____

Accepted By : X _____

Quote Id: 28785731

Customer: CITY OF CARTERSVILLE

JOHN DEERE 333G COMPACT TRACK LOADER - 1T0333GMAPF445994

Hours: 0
 Stock Number: 44007068

Code	Description	Qty
0BF2T	0 JOHN DEERE 333G COMPACT TRACK LDR BASE	1
Standard Options - Per Unit		
0770	2SP HIFL SLEV RC CB/AC PQT	1
0953	ISO SWITCHABLE CTLS & JS PPK	1
1501	ENGLISH OP MAN & DECALS	1
1741	LESS JDLINK	1
2650	WIDE ZIG-ZAG MULTI BAR TRKS	1
4001	2" SEAT BELT W/SHOULDERSTRAP	1
6006	AIR RIDE SEAT (CLOTH W HEAT)	1
8042	REAR VIEW CAMERA	1
8050	COLD START PACKAGE 110 VOLT	1
8060	PRE CLEANER	1
8380	FOOTREST WITH FLOORMAT	1
9062	84" HD CONST BKT W/ EDGE	1
Dealer Attachments		
BYT10226	Severe Duty Door	1
BYT10085	Canopy Severe Duty Door Hardware Kit	1
Other Charges		
	Freight	1
	Setup	1



Quote Summary

Prepared For:
 CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120
 Business: 770-387-5673

Prepared By:
 Clinton Boquet
 Ag-Pro
 1534 Highway 411 North
 Cartersville, GA 30121
 Phone: 770-387-0340
 jboquet@agproco.com

Quote Id: 28785731
Created On: 09 May 2023
Last Modified On: 09 May 2023
Expiration Date: 31 May 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 333G COMPACT TRACK LOADER - 1T0333GMAPF445994	\$ 98,700.00 X	1 =	\$ 98,700.00
Equipment Total			\$ 98,700.00

Quote Summary

Equipment Total	\$ 98,700.00
Dealer services	\$ 0.00
SubTotal	\$ 98,700.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 98,700.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 98,700.00

Salesperson : X _____

Accepted By : X _____

Quote Id: 28785731

Customer: CITY OF CARTERSVILLE

JOHN DEERE 333G COMPACT TRACK LOADER - 1T0333GMAPF445994

Hours: 0
Stock Number: 44007068

Code	Description	Qty
0BF2T	0 JOHN DEERE 333G COMPACT TRACK LDR BASE	1
Standard Options - Per Unit		
0770	2SP HIFL SLEV RC CB/AC PQT	1
0953	ISO SWITCHABLE CTLS & JS PPK	1
1501	ENGLISH OP MAN & DECALS	1
1741	LESS JDLINK	1
2650	WIDE ZIG-ZAG MULTI BAR TRKS	1
4001	2" SEAT BELT W/SHOULDERSTRAP	1
6006	AIR RIDE SEAT (CLOTH W HEAT)	1
8042	REAR VIEW CAMERA	1
8050	COLD START PACKAGE 110 VOLT	1
8060	PRE CLEANER	1
8380	FOOTREST WITH FLOORMAT	1
9062	84" HD CONST BKT W/ EDGE	1
Other Charges		
	Freight	1



Bobcat

Meeting: May 18, 2023 Item 16.

Product Quotation

Quotation Number: HMM-29787
Date: 2023-05-11 10:35:18

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
City Of Cartersville 1 North Erwin Street Cartersville, GA 30120	Alex Bobcat of Atlanta, Marietta, GA 2006 DELK INDUSTRIAL BLVD MARIETTA GA 30067 Phone: 770-850-1443 Fax:	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader 92 HP Turbo Tier 4 Diesel Engine Air Intake Heater (Automatically Activated) Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Engine/Hydraulic Systems Shutdown Horn Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights	M0285	1	\$62,308.08	\$62,308.08
	Lift Arm Support			
	Lift Path: Vertical			
	Lights, Front & Rear			
	Operator Cab			
	<ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
	Parking Brake: Spring Applied, Pressure Released (SAPR)			
	Tracks: Rubber, 17.7" wide			
	Warranty: 2 years, or 2000 hours whichever occurs first			
P67 Performance Package Power Bob-Tach 7-Pin Attachment Control Kit High Flow	M0285-P06-P67	1	\$4,391.28	\$4,391.28
	2-Speed			
	Hydraulic Bucket Positioning			
C37 Comfort Package Enclosed Cab with AC/Heat Sound Reduction Cab Accessories Package	M0285-P07-C37	1	\$4,633.20	\$4,633.20
	Deluxe Instrument Panel with Keyless Start			
	Radio			
	Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$680.40	\$680.40
Total of Items Quoted				\$72,012.96
Dealer P.D.I.				\$300.00
Freight Charges				\$1,350.00
Dealer Assembly Charges				\$0.00
Quote Total - US dollars				\$73,662.96

Notes:

ORDER ACCEPTED BY:

_____	_____
SIGNATURE	DATE
_____	_____
PRINT NAME AND TITLE	PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

**Prices per the Sourcewell Contract #040319-CEC.*
**Terms Net 60 Days. Credit cards accepted.*
**FOB Destination*
**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*
**TID# 38-0425350*

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Water Material for Stock
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department received quotes for stock material for water system repair and replacement material.</p> <p>I recommend awarding the purchase to the low bidder, Core & Main for \$22,995.00.</p> <p>This is a budgeted item to be paid from account #505.3320.52.2390.</p>
LEGAL:	N/A



Bid Proposal for CARTERSVILLE STOCK

CARTERSVILLE, CITY OF
Bid Date: 04/21/2023
Core & Main 2883522

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

Seq#	Qty	Description	Units	Price	Ext Price
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.					
10	75	FB1000-3QNL 3/4 BALLCORP CCXQJ NO LEAD	EA	61.00	4,575.00
20	25	L04-33SGNL 3/4 90 SWFCTXGJ CTS (NO LEAD)	EA	38.00	950.00
30	150	EC-23-NL 5/8X3/4 EXPANSION CON NO LEAD	EA	28.25	4,237.50
40	100	HHS91-323NL 3/4 STRT DUAL CHK VALVE NO LEAD	EA	78.00	7,800.00
50	4	BF43-777WQ-NL 2" STRAIGHT STOP	EA	405.00	1,620.00
60	10	C45-45GNL 1X1-1/4 CPLG PJ(CTS) X IP NO LEAD	EA	45.00	450.00
70	25	3/4 BRASS ST 90 NO LEAD (I)	EA	6.25	156.25
80	25	1 BRASS ST 90 NO LEAD (I)	EA	9.75	243.75
90	25	3/4 BRASS 90 NO LEAD (I)	EA	4.85	121.25
100	25	1/2 METER COUPLING SHORT	EA	7.50	187.50
110	25	1/2 METER COUPLING LONG	EA	8.50	212.50
120	25	3/4 METER CPLG (EACH) NO LEAD	EA	7.00	175.00
130	10	1 METER CPLG (EACH) NO LEAD	EA	13.00	130.00
		*			
150	25	244-023803-000 2X3 REP CLP FULL CIRCLE 2.38 OD	EA	29.00	725.00
160	25	525-013200-003 1 COMP CPLG GALV 1.32 OD	EA	15.25	381.25
170	10	1 1/2 X1 BRASS BELL REDUCER	EA	15.00	150.00
180	10	1 1/4 X 1 BRASS BELL REDUCER	EA	15.00	150.00
190	25	2X6 GALV STL NIPPLE	EA	6.00	150.00
		*			
210	20	6 HW SWR SDR26 45 GXSP	EA	29.00	580.00
				Sub Total	22,995.00
				Tax	0.00
				Total	22,995.00

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/>



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	6329773	4/20/23	1

CUSTOMER
CARTERSVILLE WATER DEPARTMENT PO BOX 1390 CARTERSVILLE, GA 30120

PROJECT INFORMATION
BRASS

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	75	EA	3/4" CORP STOP CCXPJC 74701-22 NO LEAD	48.3200	3,624.00
20	25	EA	3/4" ANGLE BALL VALVE PJXMNPT	150.7000	3,767.50
30	150	EA	5/8"X3/4" YOKE EXP HANDWHEEL W/2 HD GASKETS 714-2EHG	29.6400	4,446.00
40	100	EA	3/4" INLINE DUAL CHECK MYNXFIP NO LEAD 7411-3YE 33	73.2400	7,324.00
50	4	EA	2" BV PJCXFLG 76100MW-22 NO LEAD	456.1100	1,824.44
60	10	EA	1"X1-1/4" ADPT RJCXPJGALV NO LEAD C45-45-NL	46.8900	468.90
70	25	EA	3/4" BRASS STREET 90 NO LEAD	6.4700	161.75
80	25	EA	1" BRASS STREET 90 NO LEAD	9.3300	233.25
90	25	EA	3/4" BRASS 90 NO LEAD	4.3500	108.75
100	25	EA	5/8 X 1/2 MSNX1/2 MIP MTR CPLG	11.8300	295.75
200	25	EA	5/8" MSNX1/2" MIP MTR CPLG NO LEAD C38-11-2-375-NL	11.8300	295.75
110	25	EA	3/4"X2-1/2" MTR CPLG MSNXMIP NO LEAD 74622	12.9300	323.25
120	10	EA	1"X2-5/8" METER CPLG MSNXMNPT NO LEAD 74622	20.7200	207.20
140	25	EA	2X3 111 REPAIR CLAMP 2.38 111-0238-3 JCM	22.1300	553.25
150	25	EA	1" #65 GALV COMP CPLG	17.2300	430.75
160	10	EA	1-1/2X1 BRASS BELL RED NO LEAD	17.1600	171.60
170	10	EA	1-1/4"X1" BRS BELL RED NO LEAD	13.6300	136.30
180	25	EA	2"X6" GALV NIPPLE	7.9300	198.25
190	20	EA	4" SDR35 PVC 45 GXS	11.1900	223.80
				Subtotal:	24,794.49
				Tax:	.00
				Bid Total:	24,794.49

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.

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: May 18, 2023 Item 17.

3400 NOVIS POINTE, NW
ACWORTH GA 30101

Quote Nbr: 351389 000
Quote Date: 5/02/2023

Page 1

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

Job: MAY 2023 STOCK

Bid Date: 5/02/2023

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

Good Until: 6/02/2023
To:
Email: BRANDON.LANCASTER@CPSPIPE.COM

Qty	Item	Size/Wall/Description	Price	Extended Price
75.0	31097	3/4 FORD FB1000-3-NL 3/4 BALL CORP LEAD FREE	77.25 EA	5,793.75
25.0	33395	3/4 FORD L04-33S-NL EL CPLG W/SWVL LEAD FREE	47.99 EA	1,199.75
150.0	31099	3/4 FORD EC-23-NL 5/8X3/4 EXP CONN LEAD FREE	31.95 EA	4,792.50
100.0	32129	5/8X3/4 FORD HHS91-323 DUAL CKV MTRXFIP	99.00 EA	9,900.00
4.0	30021	2 FORD BF43-777W-NL CTS PJXMTR FLG BV LEAD FREE	495.00 EA	1,980.00
10.0	32450	1-1/4X1 FORD C45-45-NL CTS PJ/PVC PJ CPLG LEAD FREE	54.10 EA	541.00
25.0	36335	3/4 STD 125 BRASS 90 ST EL SE 06 LEAD FREE STOCK COVINGTON	7.00 EA	175.00
25.0	36340	1 STD 125 BRASS 90 ST EL SE 06 LEAD FREE STOCK MRYTLE BEACH	12.00 EA	300.00
25.0	36326	3/4 STD 125 BRASS 90 EL SE 06 LEAD FREE STOCK COVINGTON	7.00 EA	175.00
25.0		1/2 SHORT METER CPLGS *NO BID*		
25.0	717251	1/2X2-1/2 MATCO 433T03LF BRS MTR CPLG W/WSHR 4 WEEKS A.R.O.	7.00 EA	175.00
25.0	216964	3/4X2-1/2 06 BRS MTR CPLG STOCK ACWORTH	9.00 EA	225.00

C U S T O M E R Q U O T E

Quote Nbr: 351389 000

Quote Date: 5/02/2023

Page 2

Qty	Item	Size/Wall/Description	Price	Extended Price
10.0	216965	1X2-1/2 MTR CPLG 06 STOCK COVINGTON	14.00 EA	140.00
25.0	224910	2 JCM 110-0238X3 REPR CLMP STOCK ALBANY GA	10.00 EA	250.00
25.0	203048	1 DRESS 0065-0032-003 GALV CPLG STOCK JACKSON MS	20.00 EA	500.00
10.0	215095	1-1/2X1 STD 125 BRASS RED CPLG SE STOCK MRYTLE BEACH	22.00 EA	220.00
10.0	225795	1-1/4X1 BRASS BELL RED CPLG STOCK LOUISVILLE KY	10.00 EA	100.00
25.0	100513	2X6 STD GALV STL NIPL STOCK GREENVILLE SC	7.50 EA	187.50
20.0	207687	6 PVC SWR 45 BXS STOCK ACWORTH	25.00 EA	500.00
Total:				27,154.50

ALL FORD BRASS MATERIAL IS 22-31 WEEKS A.R.O. 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.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Watershed Protection Plan Monitoring
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The City’s NPDES discharge permit requires the development of a Watershed Protection Plan. In accordance with this approved plan, the City must perform long-term water quality monitoring, and fish and macroinvertebrate habitat assessments, with annual reports submitted to the Georgia EPD accordingly.</p> <p>Rindt Engineering has historically performed this service for the City and has submitted a Task Order proposal for this year at a cost of \$59,500.00.</p> <p>I recommend approval of this task order. This is a budgeted expense to be paid from account #505.3330.52.2363.</p>
LEGAL:	N/A

**TASK WORK ORDER
TO
GENERAL ENGINEERING SERVICES AGREEMENT
WITH RINDT, INC.**

Long-Term Monitoring of Watershed Assessment Area

This Work Order is made and entered into this ____ day of _____, 2023 by and between RINDT, INC. (the “Engineer”) and the **City of Cartersville, Georgia** (the “CLIENT”).

For and in consideration of the mutual covenants, promises, and agreements set forth in the General Consulting Services Agreement, the parties hereto do execute this Work Order, which shall be incorporated into and become a part of said General Engineering Services Agreement between the parties dated 18 September 2015.

BACKGROUND

RINDT, Inc. (RINDT) sincerely appreciates the opportunity to submit this Task Work Order to the Cartersville Water Department. The services we are proposing herein would be to provide the annual services for the City’s Watershed Protection Plan. The proposal is for RINDT to perform required monitoring and reporting activities to meet annual requirements to maintain permit compliance. Specific activities include: planning and conducting long-term water quality monitoring, habitat and benthic macroinvertebrate assessment, and preparation of the Watershed Protection Plan (WPP) Annual Progress Reports due to Georgia Environmental Protection Division (GA EPD) by June 30th of each year.

SCOPE OF WORK

The scope of services will include all services necessary for the long-term monitoring, including both fish and macro assessments, as required by the WPP. Georgia’s EPD preference is to conduct both fish and macro assessments in the same calendar year. A total of four sampling events (three dry and one wet) shall be conducted as well as 2 geometric mean sampling events for E. coli for eight (8) sites during the year 2023. All samples are to be collected per the terms of the WPP. In order to achieve the above, RINDT’s proposed scope of services for the work as it relates to the long-term monitoring is outlined as follows:

- a) Water Quality Assessments (WQ):** Water quality monitoring will be conducted at eight (8) study locations in 2023:
- Site 1 – Upper Pettit Creek at Peeples Valley Road
 - Site 2 – Satterfield Branch at Jones Mill Road

- Site 3 – Nancy Creek at Mission Road **(WPP & IWP)**
- Site 4 – Lower Pettit Creek at Mission Road **(WPP & IWP)**
- Site 5 – Upper Etowah River near Allatoona Dam Road **(WPP & IWP)**
- Site 6 – Ward Creek at Old Alabama Road
- Site 7 – Pyle Creek at Old Alabama Road
- Site 8 – Lower Etowah River near Euharlee Road **(WPP & IWP)**

1a. Impaired Waters Plan Sampling: Water quality monitoring will also be conducted for the Impaired Waters Plan, which includes two (2) of the same above sites, plus one additional site:

- Site 9 – Tributary to Pettit Creek **(IWP ONLY)**

2. Habitat and Biological Assessment:

- a) **Fish Assessments:** Fish Assessments: Fish sampling will be conducted at designated study sites using the GDNR's Wildlife Resources Division's most current protocol for sampling. Fish sampling will occur from approximately April– October.
- b) **Macroinvertebrates Assessments:** Habitat and macroinvertebrate assessments will be conducted at the necessary study sites under the GAEPD's most current SOP Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia. Sampling will occur from October through February.
- c) **Fish and Macroinvertebrate assessments will be conducted at four (4) sites:**
 - Site 1 Upper Pettit Creek at Peoples Valley Rd
 - Site 3 Nancy Creek at Mission Rd
 - Site 4 Lower Pettit Creek at Mission Rd
 - Site 6 Ward Creek at Old Alabama Rd

3. Annual Report: Submitted to EPD each June 30th including an annual certification statement documenting that the plan is being implemented as approved; all watershed plan data collected during the previous year in an electronic format developed in coordination with EPD; a progress report that provides a summary of the BMPs that have been implemented and documented water quality improvements, including any necessary changes to the WPP.

COMPENSATION & INVOICING

RINDT proposes to complete the work described above on a time and expense basis. Based on the above scope of work and assumptions, RINDT estimates the cost of the proposed services will be approximately **\$59,500.00**. Cost itemizations are shown on the following page.

Task	Cost Estimate
Annual Tasks (Fees shown per year)	
1 – Water Quality Assessments*	\$35,000.00
2 – Habitat and Biological Assessments	\$16,000.00
3 – Annual Report	\$8,500.00
Annual Tasks Total	\$59,500.00

*For all sites in WPP and IWP

Invoicing will occur monthly and will contain a description of the services provided.

EXCLUSIONS

If the City chooses to self-perform some of the monitoring for example, if the City chooses to conduct the lab testing using the City's available lab, then the costs of the work will be adjusted accordingly.

The above cost is for work performed during years that have the assessments included. In the year that no assessments are required, the costs of the work will be adjusted accordingly.

RINDT can provide many other services that may be beneficial to you; essentially all of the excluded services. Please contact us if you have any questions or needs that we have not anticipated.

The following tasks are excluded from the scope of work for this contract:

- Project funding assistance
- BMP implementation, coordination, and/or measurement
- Public meetings
- Modifications due to new/changed regulations after the date of this proposal
- Surveyor services, inventory mapping, outfall mapping, etc.

SCHEDULE

The project tasks will begin immediately upon our notice to proceed. We anticipate the following Project Schedule:

- A. Draft Report Submittal –March 30, 2024
- B. Final Report Submittal – April 30, 2024



ACCEPTANCE

Thank you for your review of this Task Work Order proposal. Our Standard Contract Conditions (Attachments B&C) are attached to this proposal and will be a part of our contract. We welcome the opportunity to discuss this project further with the City of Cartersville. If you have any questions concerning this proposal or would like to discuss this matter in greater detail, please call. We look forward to working together.

Sincerely,
RINDT, INC.

Meg Mbugua, PE
Department Manager

LONG-TERM MONITORING OF WATERSHED ASSESSMENT AREA TASK ORDER ACCEPTED:

City of Cartersville

WITNESS:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

M:\Proposals\2023\R3\Cartersville



**ATTACHMENT A
RATE SCHEDULE - RINDT-MCDUFF ASSOCIATES, INC.**

Admin/Clerical I	\$55.00
Admin/Clerical II	\$65.00
Environmental Specialist I	\$70.00
Environmental Specialist II	\$80.00
Environmental Specialist III	\$90.00
Environmental Specialist IV	\$100.00
Environmental Manager	\$130.00
Construction Inspector I	\$70.00
Construction Inspector II	\$80.00
Construction Inspector III	\$90.00
Construction Inspector IV	\$100.00
CADD Technician I	\$70.00
CADD Technician II	\$80.00
Designer I	\$80.00
Designer II	\$90.00
Designer III	\$100.00
Senior Designer	\$115.00
Engineer I	\$100.00
Engineer II	\$110.00
Engineer III	\$120.00
Engineer IV	\$130.00
Engineer V	\$140.00
Engineer VI	\$150.00
Principal	\$160.00
Senior Principal	\$190.00
Expenses	
Mileage	Current IRS Rates
Per Diem	\$35.00
Other Direct Charge Mark up	15%

Good Through Calendar Year 2015 (modified 8/19/15)

**ATTACHMENT B
RINDT, INC.**

Meeting: May 18, 2023 Item 18.

STANDARD CONTRACT CONDITIONS

TRANSFER OF RIGHTS HEREUNDER

It is agreed that the Client and RINDT, Inc. (Consultant) each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Neither of the parties hereto shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

CREDIT APPROVAL, STOP WORK AND HOLDING WORK PRODUCT

Contract contingent upon credit approval. Consultant may "stop work" on Client's project if Consultant's invoices have not been paid within 45 days of the date of issuance. All of Consultant's Work Product may be held by Consultant until Consultant has been paid in full for the Work.

TERMINATION

This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with the terminating party prior to termination. If the Client decides to terminate this Agreement, the Client shall reimburse the Consultant for all equipment, devices, and material installed at the Consultants cost plus interest (0.8% per month) since the date of installation.

REMEDIES

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum.

CONSULTANT'S STANDARD OF CARE

The consulting services provided on this project will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No additional warranties are provided either express or implied unless agreed to in writing.

LIMIT OF LIABILITY

The Client agrees to limit the Consultant's liability on the project, including its agents and employees, due to the Consultant's negligent acts, errors or omissions, such that the total aggregate liability of the Consultant shall not exceed \$50,000 or the Consultant's total fee for services rendered on this project, whichever is less. However, at Client's discretion, the Consultant's limit of liability may be increased to \$1,000,000. The consideration to the Consultant for such increase will be a ten percent (10%) increase in the fee(s) proposed herein. If the Client desires to have the \$1,000,000 limit of liability, along with the increased fees, please initial the box at the end of this paragraph.

HOLD HARMLESS

The Client agrees to indemnify and hold harmless the Consultant, its principals, employees and agents against any claims arising out of the project based in whole or in part by the conduct or actions of the Client. The Consultant agrees to indemnify and hold harmless the Client against the negligent acts of the Consultant to the extent provided above. To the extent that the proposed services of the Consultant are for design which does not include construction phase services such as the review or site observation of the contractor's work or performance and the review of shop drawings, then the Client agrees to defend, indemnify and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

PAST DUE PAYMENTS

Payment is due upon the presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.

SAFETY

Should the Consultant provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations.

EXCLUSIONS

Specifically excluded from the Consultant's responsibility are the following:

- Actual, alleged or threatened pollution damages; that being damages caused by the release of solids, liquids or gases which cause environmental damages or require cleanup.
- Fines or penalties.
- Consultant's advice on bonds or insurance.
- Damages arising from handling or disposal of asbestos, asbestos containing materials, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.
- Project cost estimates.

ATTACHMENT "C" RINDT, INC.

Meeting: May 18, 2023 Item 18.

1. **RIGHT OF ENTRY AND RIGHT TO PROCEED:** Owner grants a right of entry from time to time to RINDT, Inc. (RINDT), its agents, staff, consultants, contractors and subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including the making of tests and evaluations pursuant to the services provided hereunder.
2. **DOCUMENT, TITLE, CONFIDENTIALITY:** Owner will furnish or cause to be furnished from time to time as requested by RINDT all such reports, data, studies, plans, specifications, documents and other information deemed necessary by RINDT for performance of the services contemplated hereunder. RINDT may rely upon Owner-provided documents in performing the services contemplated hereunder; however, RINDT assumes no responsibility or liability for the accuracy of such documents. Owner-provided documents will remain the property of Owner. Owner agrees that all documents of any nature furnished by RINDT to Owner or Owner's agents or designees, if not paid for, will be returned upon demand and will not be used by Owner for any purpose whatsoever. Owner further agrees that under no circumstances shall any documents produced by RINDT pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without such consent of RINDT. Owner shall to the maximum extent permitted by law save RINDT harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document delivered by RINDT to Owner shall be reproduced or distributed, whether for advertising or any other purpose, without the prior written consent of RINDT. Any such reproduction or distribution shall be at Owner's sole risk and without liability or legal exposure to RINDT.
3. **SAMPLE HANDLING AND RETENTION:** Generally, test samples or specimens are consumed and/or substantially altered during the conduct of tests and RINDT, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless requested in writing by the Owner to store or otherwise handle the samples. (a) **NON HAZARDOUS SAMPLES:** At Owner's written request, RINDT will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of RINDT's report to Owner free of storage charges. After the initial thirty (30) days and upon written request, RINDT will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:** In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents," respectively), RINDT will, after completion of testing and at Owner's expense, (i) return such samples to Owner; (ii) using a manifest signed by Owner as generator, will have such samples transported to a location selected by Owner for final disposal. Owner agrees to pay all costs associated with the storage, transport, and disposal of such samples. Owner recognizes and agrees that RINDT is acting as a bailee and at no time does RINDT assume title of said waste.
4. **HAZARDOUS SUBSTANCES AND CONSTITUENTS:** Owner agrees to promptly notify RINDT of any Hazardous Substances and any special risk to human health, the environment or equipment on the site of which client is or becomes aware. By virtue of entering into this Agreement or of providing services hereunder, RINDT does not assume control of or responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to health, safety, or the environment. Owner agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connections with Hazardous Substances and Constituents, Owner agrees to the maximum extent permitted by law to defend, hold harmless and indemnify RINDT from and against any and all claims and liabilities resulting from the following: (a) Owner's violation of any federal, state or local statutes, regulations or ordinances relating to the disposal of Hazardous Substances or Constituents; (b) Owner's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Substances or Constituents found or identified at the site; and (c) Changed conditions or Hazardous Substances or Constituents introduced at the site by Owner or third persons before or after the completion of services herein.
5. **REPORTING:** By virtue of entering into this Agreement or of providing services hereunder, RINDT does not assume control of or responsibility for federal, state or local public agencies for any conditions at the site that may present a potential danger to health, safety or the environment. RINDT will assist the Client in his efforts to understand and take action on Owner's federal, state or local reporting responsibilities relative to the presence of contamination on Owner's property. RINDT agrees to assist in the preparation of licenses and permits in the name of the Owner for the services provided, and submit such applications to the Owner for review and further action. Owner agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose on a timely manner any information that may be necessary to prevent any danger to health, safety or the environment.
6. **CONTAMINATED EQUIPMENT:** All laboratory and field equipment contaminated in performing the services contemplated hereunder which cannot be reasonably decontaminated by RINDT shall become the responsibility of the Owner to decontaminate, or become the property and responsibility of Owner. All such equipment shall be delivered to Owner or disposed of in a manner similar to that indicated for hazardous samples. Owner agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.
7. **LIABILITY OF RINDT:** (a) **GENERAL:** Owner recognizes that the use of exploration and test equipment may unavoidably affect, alter or damage the terrain and affect subsurface vegetation, buildings, structures and equipment in, at or upon the site. Owner hereby acknowledges that this is inherent to RINDT's work and will not hold RINDT liable or responsible for any such effect, alteration or damage except that which is a direct result of the negligence of RINDT; (b) **DAMAGE AT SITE:** RINDT will not be liable for any property damage or bodily injury arising from damage to, or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.), which are not called to RINDT's attention in writing and correctly shown on the plans furnished by Owner in connection with work performed under this Agreement unless such damage or injury is the direct result of the negligence of RINDT.
8. **UNFORESEEN OCCURRENCES:** If, during the performance of RINDT's services hereunder, any unforeseen Hazardous Substances or Constituents or other unforeseen conditions or occurrences are encountered which, in RINDT's sole judgment, significantly affect the services, the risk involved in providing such services, or the recommended scope of services, RINDT will promptly notify Owner thereof. Subsequent to the notification RINDT may: (a) If practicable, in RINDT's sole judgment, complete the original scope of services; (b) Agree with Owner to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date specified by RINDT in writing.
9. **RCRA COMPLIANCE:** Nothing contained in this Agreement shall be construed or interpreted as requiring RINDT to assume the status of a generator, storer, treater, transporter or disposal facility within the meaning of any similar federal, state or local regulation or law.
10. **FORCE MAJEURE:** RINDT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.
11. **ENTIRE AGREEMENT:** Owner agrees that this Agreement is intended by the parties as the final, complete and exclusive expression of the terms and conditions of their Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to supplement this Agreement. This Agreement shall supersede all prior written or oral agreements between the parties hereto.
12. **SEVERABILITY:** In the event that any provision herein shall be deemed invalid or unenforceable the other provisions hereof shall remain in full force and effect and binding upon the parties hereto.
13. **SURVIVAL:** All obligations arising prior to the termination of this Agreement allocating responsibility or liability between Owner and consultant shall survive the completion of the services a written instrument signed by both parties.
14. **INTEGRATION:** This Agreement and the documents attached hereto, and which are incorporated herein, constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
15. **GOVERNING LAW, JURISDICTION:** The parties agree that all lawsuits or other claims which either of them may bring against the other shall be commenced and maintained only in the federal or state court which sits in the jurisdiction of RINDT's home office.
16. **CAPTIONS:** Title or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
17. **COMMON USAGE:** The term Owner as used herein shall refer to the party to the contract who is receiving the services provided thereunder, the Owner of the property or the agent of the property Owner, as appropriate.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Grassdale Rd. Water Relocation Engineering
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The engineering design for relocating the water line along Grassdale Road is complete. The previous task order for this job did not include the bid phase of the project.</p> <p>In accordance with the Engineering Services agreement dated August 18, 2022, Sweitzer Engineering has submitted Task Order #2A for a not-to-exceed cost of \$30,000 to perform these services.</p> <p>I recommend approval of this task order. This is a budgeted expense to be paid from account #505.3320.54.1346.</p>
LEGAL:	N/A

TASK ORDER NO. 2A

Consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 18, 2022 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **GRASSDALE ROAD WATER MAIN RELOCATION**

Description: Coordination of City of Cartersville water facility relocation in connection with proposed roadway improvements along Grassdale Road, 1.18 miles of curb & gutter on both sides and sidewalk on one side, from Cassville Rd (SR293) to Joe Frank Harris Parkway ((US41/SR30/SR20). The Specific Project of water facility relocation will consist generally of 8-inch or 12-inch water main to replace existing smaller distribution piping, and will include reconnection of services and reconnection of the new main to existing mains at each intersection.

The Specific Project is to be constructed under one Construction Contract.

2. Services of Engineer [Check all that apply.]

- ✓ Study and Report Services
- ✓ Design Services
- ✓ Bidding or Negotiating Services
- ✓ Construction Services
- ✓ Resident Project Representative Services

Engineer will provide Resident Project Representatives services pursuant to Part 4 of Exhibit A; Exhibit D is attached to the Task Order and expressly incorporated by reference.

- ✓ Additional Services

3. Owner Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
Study and Report	Completed
Design	Completed
Bidding or Negotiation	60 days after authorization
Construction	TBD at the time of authorization
Resident Representative	TBD at the time of authorization
Additional Services	TBD at the time of authorization

TASK ORDER NO. 2A

5. Payments to Engineer by Owner

A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study and Report	Hourly, plus Reimbursable Expenses	Completed
Design	Hourly, plus Reimbursable Expenses	Completed
Bidding or Negotiation	Hourly, plus Reimbursable Expenses	\$ 15,000
Construction	Hourly, plus Reimbursable Expenses	TBD when authorized
Resident Representative	Hourly, plus Reimbursable Expenses	TBD when authorized
Additional Services	Hourly, plus Reimbursable Expenses	\$ 15,000

6. Consultants to be utilized: None.

7. Other Modifications to Agreement: None.

8. Attachments: None.

9. Documents Incorporated by Reference: None.

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **May 01, 2023**

OWNER
CITY OF CARTERSVILLE, GA

ENGINEER
SWEITZER ENGINEERING, INC.

By: _____

By: 

Name: _____

Name: John H. Sweitzer

Title: _____

Title: President

Date: _____

Date: 5/8/23



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Altitude Valve Replacement Engineering
DEPARTMENT SUMMARY RECOMMENDATION:	<p>To supply sufficient volume and pressure to the farthest reaches of the City’s water system, altitude valves will need to be installed at both the Morningside Drive and Fairview Street water reservoirs.</p> <p>In accordance with Engineering Services Agreement dated August 18, 2022, with the City, Sweitzer Engineering has submitted Task Order No. 5 to design and bid the appropriate valves for this purpose.</p> <p>This task order is for a not-to-exceed cost of \$41,000. I recommend approval of this task order.</p> <p>This is not a budgeted item, but funds are available from Water Department revenue and will be paid by account #505.3320.52.1360.</p>
LEGAL:	N/A

TASK ORDER NO. 5

Consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 18, 2022 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **ALTITUDE AND CHECK VALVE REPLACEMENTS**

Engineer’s Project No. **338-114**

Description: A Project to design and construct replacements of existing 16-inch altitude and 20-inch check valves at the City of Cartersville Morningside Drive Water Tank and the Fairview Street Water Tank in the City of Cartersville, including repairs and/or modification to the related valve pits and piping..

The Project is to be constructed under one (1) Construction Contract.

The Project is to be funded by local funds.

2. Services of Engineer [Check all that apply.]

- ✓ Preliminary Design
- ✓ Final Design and Bidding Documents
- ✓ Bidding or Negotiating Phase
- ✓ Construction Phases
- ✓ Resident Project Representative Services

Engineer will provide Resident Project Representatives services pursuant to Part 4 of Exhibit A; Exhibit D is attached to the Task Order and expressly incorporated by reference.

- ✓ Additional Services, if authorized

3. Owner Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B of the Agreement.

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
Study and Report	Completed under Task Order No. 1
Preliminary Design	15 days after authorization to begin
Final Design & Bidding Documents	30 days after authorization to design
Bidding or Negotiation	TBD at the time of authorization
Construction	TBD at the time of authorization
Resident Representative Services	TBD at the time of authorization
Additional Services	TBD at the time of authorization

TASK ORDER NO. 5

5. Payments to Engineer by Owner

A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study & Report	Hourly, plus Reimbursable Expenses	Completed under Task Order No. 1
Preliminary Design	Hourly, plus Reimbursable Expenses	\$ 12,500
Final Design	Hourly, plus Reimbursable Expenses	\$ 18,500
Bidding or Negotiation	Hourly, plus Reimbursable Expenses	\$ 10,000
Construction	Hourly, plus Reimbursable Expenses	TBD when authorized
Resident Representative	Hourly, plus Reimbursable Expenses	TBD when authorized
Additional Services	Hourly, plus Reimbursable Expenses	TBD when authorized

6. Consultants to be utilized: None.

7. Other Modifications to Agreement: A description of services provided shall be included on Engineer's invoices.

8. Attachments: None.

9. Documents Incorporated by Reference: None.

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 01, 2023.

OWNER
CITY OF CARTERSVILLE, GA

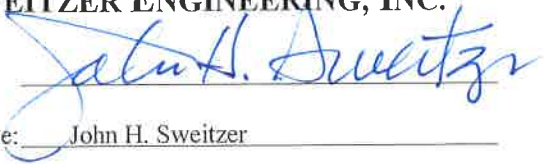
By: _____

Name: _____

Title: _____

Date: _____

ENGINEER
SWEITZER ENGINEERING, INC.

By: 

Name: John H. Sweitzer

Title: President

Date: 5/8/23



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Overlook Gravity Sewer Engineering
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The current sewer lift station at Overlook Parkway is not adequately located nor does it have sufficient capacity to serve the current and proposed residential development in that area. The City has identified a location for a replacement lift station to properly serve the developable property in this basin. This will require laying approximately 2,100 feet of 12-inch gravity sewer from the current lift station to the proposed new lift station.</p> <p>In accordance with the Engineering Services agreement dated August 18, 2022, Sweitzer Engineering has submitted Task Order #3 for a not-to-exceed price of \$80,000, which includes the design through the bid phase of the project.</p> <p>I recommend approval of this task order. This is not a currently budgeted expense, but it is included in the FY23_24 budget. Funds are available and will be paid by sewer capacity fee revenue.</p>
LEGAL:	N/A

TASK ORDER NO. 3

Consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 18, 2022 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **OVERLOOK PARKWAY GRAVITY SEWER**

Engineer's Project No. **338-112**

Description: A Project to design and construct approximately 2,100 linear ft. of 12-inch gravity sewer beginning at a proposed pump station site on the Prose Cartersville apartment tract, extending across the Arcadia Apartments site on an easement to be obtained by Owner, and terminating at the City of Cartersville's Komatsu Sewer Pump Station located on the south side of E. Main Street, all within the City of Cartersville, Georgia. The project scope does not include decommissioning the Komatsu Sewer Pump Station and its appurtenances.

The Project is to be constructed under one (1) Construction Contract.

The Project is to be funded by local funds.

2. Services of Engineer [Check all that apply.]

- ✓ Preliminary Design
- ✓ Final Design and Bidding Documents
- ✓ Bidding or Negotiating Phase
- ✓ Construction Phases
- ✓ Resident Project Representative Services

Engineer will provide Resident Project Representatives services pursuant to Part 4 of Exhibit A; Exhibit D is attached to the Task Order and expressly incorporated by reference.

- ✓ Additional Services, if authorized

3. Owner Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B of the Agreement.

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
Study and Report	Completed
Preliminary Design	30 days after authorization to begin
Final Design & Bidding Documents	45 days after authorization to design
Bidding or Negotiation	TBD at the time of authorization
Construction	TBD at the time of authorization
Resident Representative Services	TBD at the time of authorization
Additional Services	TBD at the time of authorization

TASK ORDER NO. 3

5. Payments to Engineer by Owner

A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study and Report	Hourly, plus Reimbursable Expenses	\$ Completed
Preliminary Design	Hourly, plus Reimbursable Expenses	\$ 16,500
Final Design	Hourly, plus Reimbursable Expenses	\$ 33,500
Bidding or Negotiation	Hourly, plus Reimbursable Expenses	\$ 15,000
Construction	Hourly, plus Reimbursable Expenses	TBD when authorized
Resident Representative	Hourly, plus Reimbursable Expenses	TBD when authorized
Additional Services	Hourly, plus Reimbursable Expenses	\$ 15,000

6. Consultants to be utilized: None.

7. Other Modifications to Agreement: A description of services provided shall be included on Engineer's invoices.

8. Attachments: Preliminary Project Map, No. 338-112, May 01, 2023.

9. Documents Incorporated by Reference: None.


10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 01, 2023.

OWNER
CITY OF CARTERSVILLE, GA

By: _____
Name: _____
Title: _____
Date: _____

ENGINEER
SWEITZER ENGINEERING, INC.

By: 
Name: John H. Sweitzer
Title: President
Date: 5/8/23

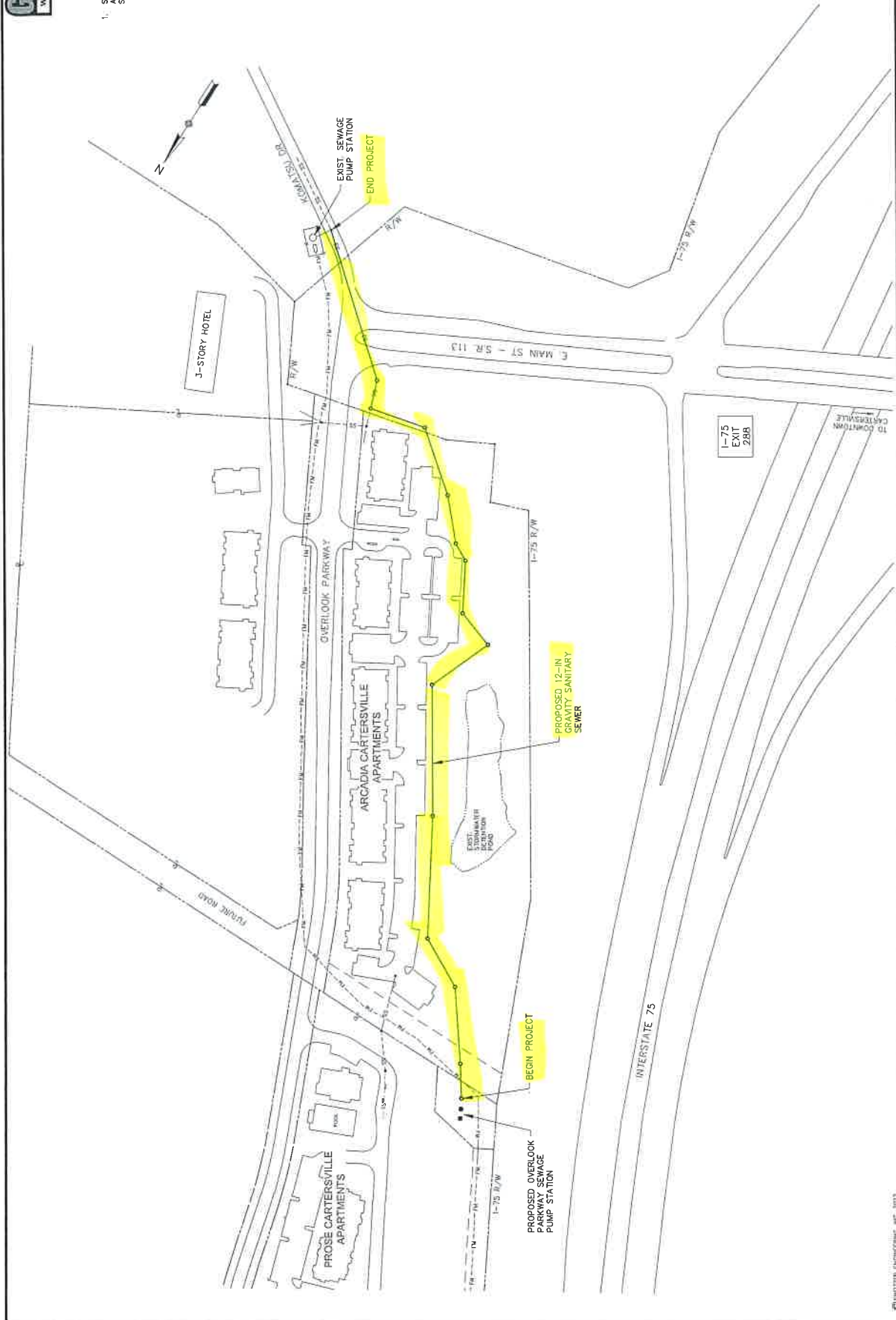
Contact 811 before you dig.

GENERAL NOTES

- SEE SHEET 02 FOR GENERAL NOTES AND LEGEND APPLICABLE TO ALL SHEETS.

Meeting: May 18, 2023 Item 21.

GRAPHIC SCALE
1 INCH = 100'



<p>DATE: _____</p> <p>BY: _____</p> <p>REVISION: _____</p>		<p>DESIGNED: _MC_</p> <p>DRAWN: _SHS_</p> <p>CHECKED: _RS_</p>	<p>THE SCALE BAR SHOWN BELOW MEASURES ONE INCH TO THE ORIGINAL DRAWING.</p>	<p>SWEITZER ENGINEERING, INC. CONSULTING ENGINEERS 680 Dunhill Ferry Rd, Suite 105 Cartersville, GA 30135 Telephone: 678-569-4300 COA #PEF005270 Exp. 6-10-24</p>	<p>PRELIMINARY</p>	<p>CITY OF CARTERSVILLE SEWER SYSTEM IMPROVEMENTS OVERLOOK PARKWAY GRAVITY SANITARY SEWER</p>	<p></p>	<p>SHEET TITLE PROJECT MAP</p>	<p>DATE: _____</p> <p>PROJECT NO. 2302-113</p>
<p>135</p>									



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Overlook Lift Station Engineering
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The construction of a new sewer lift station is necessary to serve the new and proposed developments along Overlook Parkway.</p> <p>In accordance with the Engineering Services agreement dated August 18, 2022, Sweitzer Engineering has submitted Task Order #4 to provide these services through the bid phase of the project for a not-to-exceed price of \$103,000.</p> <p>I recommend approval of this task order. This is not a currently budgeted expense but is included in the proposed FY23_24 budget. Funds are available and will be paid by sewer capacity fee revenue.</p>
LEGAL:	N/A

TASK ORDER NO. 4

Consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 18, 2022 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **OVERLOOK PARKWAY SEWER PUMP STATION**

Engineer's Project No. **338-113**

Description: A Project to design and construct a sanitary sewage pump station to replace Cartersville's existing Komatsu Sewer Pump Station. The Project will consist of two Divisions. Division I will be a new pump station located on a site to be obtained by Owner on the Prose Atlanta apartment tract at overlook Parkway. The Owner will acquire an access easement to the new pump station from Overlook Parkway. Division II will consist of approximately 4,350 linear ft. of 8-inch ductile iron forcemain to parallel an existing 6-inch forcemain on existing easement between the new pump station and Cartersville's existing receiving manhole at Center Road.

The Project is to be constructed under two (2) Construction Contracts.

The Project is to be funded by local funds.

2. Services of Engineer [Check all that apply.]

- ✓ Preliminary Design
- ✓ Final Design and Bidding Documents
- ✓ Bidding or Negotiating Services
- ✓ Construction Phases
- ✓ Resident Project Representative Services

Engineer will provide Resident Project Representatives services pursuant to Part 4 of Exhibit A; Exhibit D is attached to the Task Order and expressly incorporated by reference.

- ✓ Additional Services, if authorized

3. Owner Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B of the Agreement.

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
Study and Report	Completed
Preliminary Design	30 days after authorization to begin
Final Design & Bidding Documents	60 days after authorization to design
Bidding or Negotiation	TBD at time of authorization
Construction	TBD at time of authorization
Resident Representative	TBD at time of authorization
Additional Services	TBD at time of authorization

TASK ORDER NO. 4

5. Payments to Engineer by Owner

A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study and Report	Hourly, plus Reimbursable Expenses	\$ Completed
Preliminary Design	Hourly, plus Reimbursable Expenses	\$ 25,000
Final Design	Hourly, plus Reimbursable Expenses	\$ 48,000
Bidding or Negotiation	Hourly, plus Reimbursable Expenses	\$ 15,000
Construction	Hourly, plus Reimbursable Expenses	TBD when authorized
Resident Representative	Hourly, plus Reimbursable Expenses	TBD when authorized
Additional Services	Hourly, plus Reimbursable Expenses	\$ 15,000

6. Consultants to be utilized: Atlanta Consulting Engineers, Inc. (Electrical Engineering).

7. Other Modifications to Agreement: A description of services provided shall be included on Engineer's invoices.

8. Attachments: Preliminary Project May, No. 338-113, May 01, 2023.

9. Documents Incorporated by Reference: None.

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 01, 2023.

OWNER
CITY OF CARTERSVILLE, GA


By: _____

Name: _____

Title: _____

Date: _____

ENGINEER
SWEITZER ENGINEERING, INC.

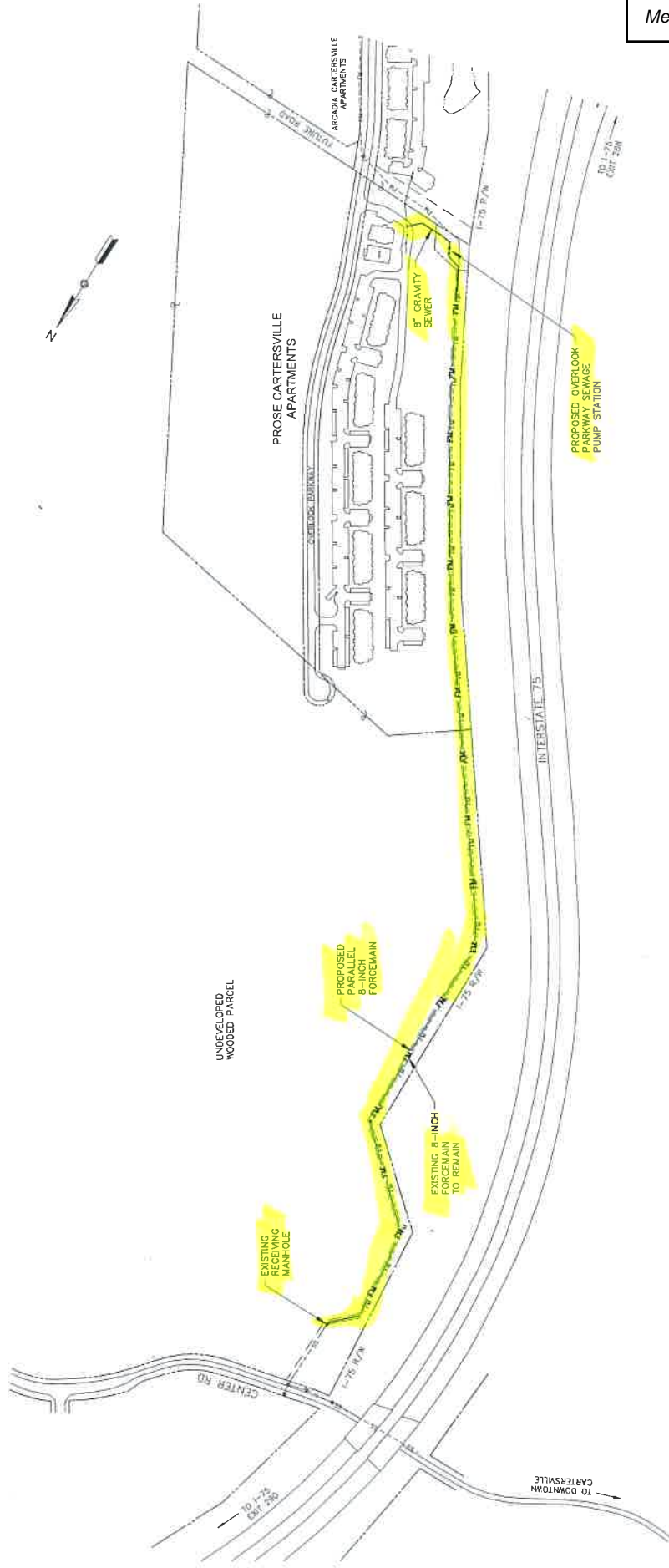
By: 

Name: John H. Sweitzer

Title: President

Date: 5/8/23

- GENERAL NOTES
1. SEE SHEETS OF THIS GENERAL NOTES AND LEGEND APPLICABLE TO ALL SHEETS



Meeting: May 18, 2023 Item 22.

GRAPHIC SCALE
0 100 200
1" = 200 FEET

DATE		REVISION		BY		THE SCALE BAR SHOWN BELOW IS NOT TO BE USED TO SCALE THE ORIGINAL DRAWING.		DESIGNED: JMC DRAWN: SHS CHECKED: JHS		SWITZER ENGINEERING, INC. CONSULTING ENGINEERS 680 Douglas Ferry Rd, Suite 105 Cartersville, Georgia 30120 Telephone: 678-569-4290 COA #PEF005720 Exp. 6-30-24		PRELIMINARY		CITY OF CARTERSVILLE SEWER SYSTEM IMPROVEMENTS OVERLOOK PARKWAY LIFT STATION & FORCEMAIN		SHEET TITLE PROJECT MAP		DATE		PROJECT NO. 2023-113	



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	West Side Water Tank Site Survey
DEPARTMENT SUMMARY RECOMMENDATION:	<p>A water feeder main is currently in design to continue to provide adequate water supply pressure and volume to the West side of the City's distribution system.</p> <p>In addition to the water line, an additional water storage reservoir will be necessary.</p> <p>In accordance with the Engineering Services agreement dated August 18, 2022, Sweitzer Engineering has submitted Task Order #6 for a not-to-exceed price of \$41,000 to perform proposed tank location site surveys, including topographical, geotechnical, access/easement requirements, and hydraulic modeling.</p> <p>I recommend approval of this task order. This is not a currently budgeted expense, but funds are available from Water system revenues. This project is included in the FY23_24 budget.</p>
LEGAL:	N/A

TASK ORDER NO. 6

Consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 18, 2022 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **WEST SIDE WATER TANK**

Engineer’s Project No. **338-115**

Description: A Project to locate and evaluate a site, then design and construct a new composite elevated water tank, at least 2.0 million gallon capacity, in the vicinity of Burnt Hickory Road on the west side of Cartersville, including related site work, access road, mixing system, and feeder main from the tank to Burnt Hickory Road.

The Preliminary Engineering Phase will consist of evaluation of one or more tank locations on the site, including coordination of geo-tech engineering services, topographic surveying, hydraulic modeling to size connecting piping, and conceptual design of access options.

The Project is to be funded by local funds.

2. Services of Engineer [Check all that apply.]

- ✓ Study and Report Services
- ✓ Design Services
- ✓ Bidding or Negotiating Services
- ✓ Construction Services
- ✓ Resident Project Representative Services

Engineer will provide Resident Project Representatives services pursuant to Part 4 of Exhibit A; Exhibit D is attached to the Task Order and expressly incorporated by reference.

- ✓ Additional Services

3. Owner Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
Study and Report	Completed under Task Order No. 1
Preliminary Design	90 days after authorization
Final Design and Bidding Documents	TBD at time of authorization
Bidding or Negotiation	TBD at time of authorization
Construction	TBD at time of authorization
Resident Representative	TBD at time of authorization
Additional Services	TBD at time of authorization

TASK ORDER NO. 6

5. Payments to Engineer by Owner

A. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study and Report	Hourly, plus Reimbursable Expenses	Completed Under Task Order No. 1
Preliminary Design	Hourly, plus Reimbursable Expenses	\$ 25,000
Final Design	Hourly, plus Reimbursable Expenses	TBD when authorized
Bidding or Negotiation	Hourly, plus Reimbursable Expenses	TBD when authorized
Construction	Hourly, plus Reimbursable Expenses	TBD when authorized
Resident Representative	Hourly, plus Reimbursable Expenses	TBD when authorized
Additional Services	Hourly, plus Reimbursable Expenses	\$ 15,000

6. Consultants to be utilized: Atlanta Consulting Engineers, Inc. (Electrical Engineering).

7. Other Modifications to Agreement: A description of services provided shall be included on Engineer's invoices.

8. Attachments: None.

9. Documents Incorporated by Reference: None.

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 01, 2023.

OWNER
CITY OF CARTERSVILLE, GA

ENGINEER
SWEITZER ENGINEERING, INC.

By: _____

By: 

Name: _____

Name: John H. Sweitzer

Title: _____

Title: President

Date: _____

Date: 5/8/23



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	May 18, 2023
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	March 2023 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for March 2023.
LEGAL:	None

MONTHLY SUMMARY
As of March 31, 2023

	FY 2021-22 MONTH OF March-22	FY 2022-23 MONTH OF March-23	FY 2021-22 Year to Date March-22	FY 2022-23 Year to Date March-23	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DBA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$2,237,344	\$2,338,397	\$24,090,198	\$30,922,085	91.66%
EXPENDITURE	\$1,962,110	\$2,304,395	\$23,491,936	\$23,017,793	68.23%
Gen. Fund Net Profit (Loss)	\$275,234	\$34,002	\$598,262	\$7,904,292	
WATER & SEWER					
REVENUE	\$2,120,414	\$3,832,319	\$19,734,452	\$24,349,893	65.41%
EXPENDITURE	\$1,282,252	\$1,705,765	\$14,535,129	\$14,706,679	39.50%
Wtr. & Swr. Fund Net Profit (Loss)	\$838,162	\$2,126,554	\$5,199,323	\$9,643,214	
<i>As of March 31, 2023 a total of \$1,476,199 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
GAS					
REVENUE	\$4,491,955	\$2,849,476	\$28,002,518	\$37,484,052	109.11%
EXPENDITURES	\$2,942,676	\$2,442,736	\$23,849,862	\$31,320,443	91.17%
Gas Fund Net Profit (Loss)	\$1,549,279	\$406,740	\$4,152,656	\$6,163,609	
ELECTRIC					
REVENUE	\$3,872,015	\$5,306,328	\$37,651,418	\$43,259,553	79.40%
EXPENDITURES	\$4,674,100	\$4,995,535	\$38,502,178	\$42,507,537	78.02%
Electric Fund Net Profit (Loss)	(\$802,085)	\$310,793	(\$850,760)	\$752,016	
STORMWATER					
REVENUE	\$128,546	\$136,163	\$1,164,294	\$1,195,981	74.66%
EXPENDITURE	\$98,568	\$91,858	\$934,162	\$948,035	59.18%
Stormwater Fund Net Profit (Loss)	\$29,978	\$44,305	\$230,132	\$247,946	
SOLID WASTE					
REVENUE	\$256,014	\$399,344	\$2,580,424	\$2,958,764	81.33%
EXPENDITURE	\$441,137	\$210,323	\$2,409,131	\$2,388,607	65.65%
Solid Waste Fund Net Profit (Loss)	(\$185,123)	\$189,021	\$171,293	\$570,157	
FIBER OPTICS					
REVENUE	\$213,570	\$242,402	\$1,894,189	\$2,956,921	114.44%
EXPENDITURE	\$170,586	\$194,569	\$1,674,844	\$1,820,551	70.46%
Fiber Fund Net Profit (Loss)	\$42,984	\$47,833	\$219,345	\$1,136,370	

	Description	3/31/2023	FY 2023 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$30,922,083	\$33,736,215	91.66%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$5,035,513	\$4,810,565	6253335.00%
	Local Option Sales Tax (LOST)	\$5,553,168	\$5,655,350	98.19%
	Other Taxes	\$9,097,601	\$9,844,265	92.42%
	Building Permit & Inspection Fees	\$939,363	\$500,000	187.87%
	Fines and Forfeitures	\$260,634	\$350,000	74.47%
	Operating Transfers In-City Utilities	\$2,449,111	\$3,921,595	62.45%
	Other Revenues	\$6,651,893	\$6,784,840	98.04%
	School Bonds	\$934,800	\$1,869,600	50.00%
	Total Expenditures	\$23,017,793	\$33,736,215	68.23%
	Personnel Expenses	\$15,605,889	\$21,154,470	73.77%
	Operating Expenses	\$5,844,255	\$8,231,995	70.99%
	Capital Expenses	\$280,724	\$2,010,650	13.96%
	GO Bond Expense for School	\$934,800	\$1,869,600	50.00%
	Library Appropriations	\$352,125	\$469,500	75.00%
Water & Sewer Fund	Total Revenues	\$24,349,893	\$37,578,785	64.80%
	Water Sales	\$13,929,265	\$14,418,600	96.61%
	Sewer Sales	\$8,241,809	\$7,618,465	108.18%
	Bond Proceeds	\$0	\$4,750,000	0.00%
	Use of Reserves	\$0	\$8,445,720	0.00%
	Prior Year Capacity Fees	\$0	\$1,660,000	0.00%
	Other Revenues	\$2,178,819	\$686,000	317.61%
	Total Expenditures	\$14,706,677	\$37,578,785	39.14%
	Personnel Expenses	\$3,282,631	\$4,772,175	68.79%
	Operating Expenses	\$3,445,515	\$5,474,765	62.93%
	Capital Expenses	\$1,984,705	\$16,360,000	12.13%
	Capital Expenses (Bond Funds)	\$1,476,199	\$4,750,000	31.08%
Transfer To General Fund	\$1,954,371	\$2,603,620	75.06%	
Debt Payments	\$2,563,256	\$3,618,225	70.84%	
Gas Fund	Total Revenues	\$37,484,052	\$34,353,845	109.11%
	Gas Sales	\$32,501,088	\$27,171,365	119.62%
	Gas Commodity Charge	\$1,106,256	\$1,494,210	74.04%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$3,876,708	\$1,627,250	238.24%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$31,320,443	\$34,353,845	91.17%
	Personnel Expenses	\$1,781,426	\$2,575,270	69.17%
	Operating Expenses	\$1,094,807	\$1,738,485	62.97%
Purchase of Natural Gas	\$22,496,253	\$19,372,045	116.13%	
Transfer to General Fund	\$2,706,078	\$3,608,105	75.00%	
Debt Service	\$455,723	\$779,695	58.45%	
Capital Expenses	\$2,786,156	\$6,280,245	44.36%	

	Description	3/31/2023	FY 2023 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$43,259,553	\$54,485,200	79.40%
	Electric Sales	\$40,621,480	\$49,562,840	81.96%
	Other Revenues	\$2,638,073	\$2,123,850	124.21%
	Use of Reserves	\$0	\$2,798,510	
	Total Expenses	\$42,507,537	\$54,485,200	78.02%
	Personnel Expenses	\$2,323,662	\$2,942,740	78.96%
	Operating Expenses	\$1,295,905	\$1,798,105	72.07%
	Purchase of Electricity	\$34,855,691	\$41,921,610	83.14%
	Capital Expenses	\$1,528,813	\$4,484,790	34.09%
Transfer to General Fund	\$2,503,466	\$3,337,955	75.00%	
Stormwater Fund	Total Revenues	\$1,195,981	\$1,602,000	74.66%
	Stormwater Revenues	\$1,164,920	\$1,538,000	75.74%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$31,061	\$14,000	221.86%
	Proceeds from Capital Leases	\$0	\$50,000	0.00%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$948,035	\$1,602,000	59.18%
	Personnel Expenses	\$647,411	\$854,200	75.79%
Operating Expenses	\$300,624	\$406,145	74.02%	
Capital Expenses	\$0	\$341,655	0.00%	
Solid Waste Fund	Total Revenues	\$2,958,764	\$3,638,135	81.33%
	Refuse Collections Revenues	\$2,542,011	\$3,154,240	80.59%
	Other Revenues	\$75,614	\$77,000	98.20%
	Proceeds From Capital Leases	\$341,139	\$406,895	83.84%
	Total Expenses	\$2,388,607	\$3,638,135	65.65%
	Personnel Expenses	\$1,065,805	\$1,541,835	69.13%
	Operating Expenses	\$1,204,831	\$1,689,405	71.32%
	Capital Expenses	\$117,971	\$406,895	28.99%
Fiber Optics Fund	Total Revenues	\$2,956,921	\$2,583,800	114.44%
	Fiber Optics Revenues	\$1,807,469	\$2,399,000	75.34%
	GIS Revenues	\$86,700	\$115,500	75.06%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$1,062,752	\$69,300	1533.55%
	Total Expenses	\$1,820,551	\$2,583,800	70.46%
	Personnel Expenses	\$708,186	\$931,440	76.03%
	Operating Expenses	\$871,917	\$1,037,985	84.00%
	MEAG Telecom Statewide Pymt	\$1,971	\$7,890	0.00%
Debt Payment	\$5,386	\$0	0.00%	
Capital Expenses	\$87,228	\$412,000	21.17%	
Transfers to General Fund	\$145,863	\$194,485	75.00%	

Cash Position	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$64,173,865.40	\$65,068,680.73	\$66,636,417.94	\$68,343,258.41	\$74,286,980.83	\$85,524,327.27	\$76,377,948.59
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95	\$188,897,215.65	\$192,476,089.23	\$199,409,273.98	\$197,166,502.93
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance		\$79,818,867.18	\$82,796,970.41	\$85,082,502.01			
Total Restricted Cash Balance		\$199,006,379.81	\$199,181,163.32	\$200,895,264.20			

Highlights for the Month of March 2023:
 Unrestricted cash increased due to increases in the General, Water, Stormwater, Solid Waste, and Fiber Funds, while decreases occurred in the Electric, Gas and Garage funds.

Restricted cash increased due to increases in the Hotel Motel Tax, TPD, Motor Vehicle Tax, SPLOST 2003, Debt Service, SPLOST 2020, and Pension Funds, while decreases occurred in the ARPA and the DEA funds.

SPLOST Account Balances	
SPLOST 2003	\$28,558.13
SPLOST 2014	\$231,991.10
SPLOST 2020	\$9,453,158.86