



**CARTERSVILLE**  
**CITY COUNCIL MEETING**  
Council Chambers, Third Floor of City Hall  
Thursday, December 01, 2022 at 9:00 AM

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**AGENDA**

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**COUNCILPERSONS:**

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

**CITY MANAGER:**

Dan Porta

**CITY ATTORNEY:**

David Archer

**CITY CLERK:**

Julia Drake

Work Session - 8:00 AM

Regular Meeting - 9:00 AM

**OPENING OF MEETING**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**COUNCIL MEETING MINUTES**

1. November 17, 2022

**PUBLIC HEARING**

2. Capital Improvements Element and Community Work Program

**FIRST READING OF ORDINANCES**

3. T22-05. Applicant: City of Cartersville

**APPOINTMENTS**

4. Bartow County Board of Health

**RESOLUTIONS**

5. Georgia Highlands Medical Services - Grant Funding Letter

## **PROPOSALS**

- [6.](#) Proposal for January 20-21, 2023 City of Cartersville Visioning Session

## **BID AWARD/PURCHASES**

- [7.](#) Firefighters Cancer Insurance Policy Renewal
- [8.](#) Wellness Program for 2023
- [9.](#) 1-Ton Dual Rear Wheel Diesel Dump Truck
- [10.](#) ¾-Ton Work Trucks (2)
- [11.](#) Medium Duty Work Truck

## **SURPLUS EQUIPMENT**

- [12.](#) Surplus Equipment

## **CONTRACTS/AGREEMENTS**

- [13.](#) Probation Services Contract
- [14.](#) New Program Provider Contracts

## **ENGINEERING SERVICES**

- [15.](#) Topographic Information and Civil Engineered Design

## **CHANGE ORDER**

- [16.](#) Mission Road Sewer Project Change Order

## **BID AWARD/PURCHASES**

- [17.](#) Bioreactor Mixer Hoists
- [18.](#) 2023 Bulk Chemical Purchase
- [19.](#) Dell Computers
- [20.](#) Cogsdale Annual Maintenance Invoice
- [21.](#) Flock Safety
- [22.](#) 20 YD Rear Loader Garbage Truck

## **CHANGE ORDER**

- [23.](#) City Hall Roof Change Order

## **ADJOURNMENT**

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

**P.O Box 1390 – 10 N. Public Square – Cartersville, Georgia 30120**  
**Telephone: 770-387-5616 – Fax 770-386-5841 – [www.cityofcartersville.org](http://www.cityofcartersville.org)**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Council Meeting Minutes
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	November 17, 2022
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Council Minutes from November 17, 2022 are uploaded for your review and approval.
<b>LEGAL:</b>	NA

City Council Meeting  
10 N. Public Square  
November 17, 2022  
6:00 P.M. – Work Session  
7:00 P.M. – Council Meeting

**WORK SESSION**

Mayor Matthew Santini opened Work Session at 6:01 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

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

Mayor Santini closed Work Session at 6:39 P.M.

**OPENING MEETING**

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

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Fox.

The City Council met in Regular Session with Matthew Santini, Mayor presiding, and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; 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:

**REGULAR AGENDA**

Mayor Matthew Santini made a couple of announcements before the start of the meeting. Continuing, Mayor Santini stated that the next City Council Meeting would be held on December 1, 2022, with the Work Session beginning at 8:00 AM and the regular session would begin at 9:00 AM, due to the Christmas Parade being held the evening of December 1<sup>st</sup>.

Additionally, Mayor Santini stated that City of Cartersville had an officer involved shooting today. Luckily, the officer is safe. However, this is a reminder of the danger that so many of our city employees face every day to keep our city safe and operational.

**COUNCIL MEETING MINUTES**

**1. November 3, 2022 Council Meeting Minutes**

Council Member Wren made a motion to approve the November 3, 2022 Meeting Minutes. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

**SECOND READING OF ORDINANCES**

## 2. FY2021-22 Budget Ordinance Amendment

Tom Rhinehart, Finance Director, stated After Completion of the Fiscal Year 2021-22 close, the General Fund, Special Revenue funds, and the SPLOST Fund’s budgets need to be amended. The process of amending these budgets is done annually before the year-end close and will bring the city General Fund, Special Revenue Funds, and SPLOST Funds into compliance with Generally Accepted Accounting Principles (GAAP) standards. These adjustments reflect the necessary changes needed to bring the budgets back into balance where the revenues equal expenses and mirror the actual year-to-date revenues and expenses in each of the funds.

Council Member Fox made a motion to approve FY2021-22 Budget Ordinance Amendment. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**Ordinance**  
of the  
**City of Cartersville, Georgia**  
**Ordinance No. 29-22**

**NOW BE IT HEREBY ORDAINED** by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2021 – 2022 budget.

**2021 - 2022 Budget Summary**

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$31,771,430	
<b>Expenditures:</b>		
Legislative		\$ 3,310,960
Administration		\$ 1,302,885
Finance Dept.		\$ 1,492,445
Customer Service Dept.		\$ 733,225
Police		\$ 7,453,875
Fire		\$ 9,142,450
Municipal Court		\$ 320,255
Public Works		\$ 2,820,030
Recreation		\$ 3,815,590
Planning & Development		\$ 1,379,715
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 1,070,680	\$ 1,070,680
SPLOST – 2003	\$ 31,375	\$ 31,375
SPLOST – 2014	\$ 50,000	\$ 50,000
SPLOST - 2020	\$ 4,646,300	\$ 4,646,300
DEA	\$ 317,250	\$ 317,250
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,367,275	\$ 1,367,275
Motor Vehicle Rental Tax	\$ 93,845	\$ 93,845
Grant Funds	\$ 4,476,870	\$ 4,476,870
Development Fees	\$ 14,780	\$ 14,780
Tax Allocation District	\$ 293,505	\$ 293,505
American Rescue Plan Act 2021	\$ 113,655	\$ 113,655
Cartersville Building Authority	\$ 845,825	\$ 845,825
Supplemental Disaster Recovery	\$ 14,065	\$ 14,065

Special Revenue Funds Continued

Tourism Product Development \$ 286,310 \$ 286,310

Enterprise Funds

Fiber Optics	\$ 2,414,200	\$ 2,414,200
Electric	\$52,501,920	\$52,501,920
Gas	\$29,346,250	\$29,346,250
Solid Waste	\$ 3,075,000	\$ 3,075,000
Stormwater	\$ 1,541,000	\$ 1,541,000
Water & Sewer	\$33,575,495	\$20,978,995
Water Pollution Control Plant		\$ 5,579,875
Water Treatment Plant		\$ 7,016,625

Internal Service Fund

Garage \$ 1,458,085 \$ 1,458,085

BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this 3<sup>rd</sup> day of November 2022. First Reading.  
ADOPTED this 17<sup>th</sup> day of November 2022. Second Reading.

*Matthew J. Santini*  
Matthew J. Santini  
Mayor

ATTEST:

*Julia Drake*  
Julia Drake  
City Clerk



**3. Pension Ordinance**

Freddy Morgan, Assistant City Manager, stated an RFP was issued for a consultant/investment advisor for the Pension Board that closed on 6-23-2022. After receiving (14) fourteen qualified proposals, the Pension Board narrowed down the list and selected (4) four finalists. After interviewing the finalists, the Pension Board voted and selected Segal Marco Advisors to replace our current consultant/investment advisor.

Council Member Fox made a motion to approve Pension Ordinance as amended. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0

Ordinance No. 30-22

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 16 – PERSONNEL, ARTICLE II. – EMPLOYEE BENEFITS, DIVISION 2. RETIREMENT PLAN, SEC 16-51. – ADOPTED; SHORT TITLE; DEFINITIONS, subsection (a), is hereby deleted in its entirety and replaced as follows:

1.

Sec. 16-51. Adopted; short title; definition.

(a) The Cartersville Retirement Plan was created on April 15, 1973 with Lincoln National Life Insurance Company, Fort Wayne, Indiana, and in 2011 the plan's assets were transferred over to Benefit Trust Company, a Kansas company, a copy of which is on file in the Office of the City Manager. In 2021, the plan's assets were transferred to the Salem Trust Company, a copy of the Agreement is on file at the City Clerk's Office. The retirement plan and all of its business shall be transacted and all of its funds shall be invested by Segal Marco Advisors; and, all of its cash, securities and other property, shall be held in trust by Salem Trust Company, for the purposes set forth in this plan.

2.

All other existing provisions of Sec. 16-51 not changed herein, shall remain as is.

3.


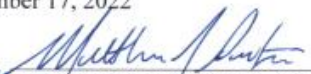
This Ordinance Amendment shall become effective December 1, 2022.

4.

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

**BE IT AND IT IS HEREBY ORDAINED.**

FIRST READING: November 3, 2022  
SECOND READING: November 17, 2022

ATTEST:  JULIA DRAKE, CITY CLERK  
 MATTHEW J. SANTINI, MAYOR  


**CONTRACTS/AGREEMENTS**

**4. Non-Discretionary Investment Consultant Agreement**

Mr. Morgan stated that an RFP was issued for a consultant/investment advisor for the Pension Board that closed on 6-23-2022. After receiving (14) fourteen qualified proposals, the Pension Board narrowed down the list and selected (4) four finalists. After interviewing the finalists, the Pension Board voted and selected Segal Marco Advisors to replace our current



consultant/investment advisor. Approval was recommended for Segal Marco Advisors Agreement for an effective date of 12-1-2022.

Council Member Fox made a motion to approve the Non-Discretionary Investment Consultant Agreement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**BID AWARD/PURCHASES**

**5. Pension Fund Actuarial Valuations and Benefit Statements**

Mr. Morgan stated Southern Actuarial Services has submitted the invoice for the completion of our annual actuarial valuations and individual benefit statements as of July 1, 2022. This invoice is paid from the Pension fund account in the amount of \$15,000.00 and is a budgeted item. It is being presented for Council approval.

Council Member Hodge made a motion to approve the Pension Fund Actuarial and Benefit Statements. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**6. Bienville Parrish Tax Bill**

Michael Dickson, Gas Department Director, stated this is the annual property tax bill for our natural gas storage facility in Louisiana. The bill is in the amount of \$8,266.58. This is a budgeted item and Council's approval was recommended.

Council Member Fox made a motion to approve the Bienville Parrish Tax Bill. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**7. Everbridge Notification System Renewal**

Dan Porta, City Manager, stated the cost for the annual renewal of the Everbridge Notification System is \$10,190.60 and will continue the contract through January 28, 2024.

Council Member Roth made a motion to approve Everbridge Notification System Renewal. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

**8. Fiber Pathway Installation**

Steven Grier, FiberCom Director, stated this is for the construction and installation of a fiber pathway to be built across the Etowah River on Highway 41 South. This bridge crossing will complete our new fiber route from our Erwin St. data center to Emerson. It will allow us to move our current primary fiber route that serves our locations south of the river. The total amount is \$90,611.00 from NCI. It is a budgeted item to be funded with the 2020 SPLOST.

Council Member Cooley made a motion to approve Fiber Pathway Installation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**9. Annual Firefighter Physicals**

Hagen Champion, Deputy Fire Chief, stated the Fire Department respectfully request approval of the 2022 Firefighter Clearance Physicals. These are conducted under the requirements of NFPA 1582 and OSHA Hazardous Materials Requirements. Approval was

recommended for SiteMed to conduct these physicals and provide independent counseling to all firefighters concerning results. The base price of \$25,115.00, is the same as last year. However, there may be additional cardiac screening and labs after the first round. The request is for an amount up to, but not to exceed, \$30,000.00. This is a budgeted item.

Council Member Roth made a motion to approve Annual Firefighter Physicals. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**GRANT APPLICATION/ACCEPTANCE**

**10. Fire Equipment Grant Application**

Mr. Champion stated approval was requested to participate in a grant program through Georgia Emergency Management Agency. This grant is part of the Local First Responder Microgrant Program and will have a cap of \$20,000.00. The application will be for technical rescue equipment. This equipment is for situations of structural collapse, trench rescue or other events that will require shoring and stabilization.

Council Member Hodge made a motion to approve the Fire Equipment Grant Application. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**RESOLUTION 29-22**

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING AND AUTHORIZING AN APPLICATION FOR GRANT FUNDING FROM THE STATE OF GEORGIA'S CRIMINAL JUSTICE COORDINATING COUNCIL TO SUPPORT LOCAL FIRST RESPONDERS BY PURCHASING EQUIPMENT, SUPPLIES, TECHNOLOGY OR OTHER MATERIALS DIRECTLY RELATED TO FIRST RESPONDER FUNCTIONS.**

**WHEREAS**, the City of Cartersville agrees to submit an application to the State of Georgia's Criminal Justice Coordinating Council for consideration for FY2022 Local First Responders State Microgrant Program; and,

**WHEREAS**, the purpose of said grant shall be to support the purchase of equipment, supplies, technology and other materials directly related to first responder functions, i.e. duty equipment or supplies necessary to respond to calls for service; and,


**WHEREAS**, the City of Cartersville deems the Project to be in the best interests of the citizens of Cartersville to apply for said grant funding in an amount not to exceed \$20,000; and,

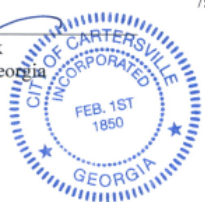
**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to file an application with the State of Georgia's Criminal Justice Coordinating Council to receive said FY2022 Local First Responders State Microgrant Program funds in order to purchase equipment, supplies, technology and other materials directly related to first responder functions including Paratech Shores to assist Local First Responders as specified within this resolution; and,


**BE IT FURTHER RESOLVED**, that the Mayor of Cartersville is hereby authorized to execute any and all documents as may be required to accompany said application and to provide the State of Georgia's Criminal Justice Coordinating Council any and all Support Documentation which is considered to be part of said application process.

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE**, this 17<sup>th</sup> day of November, 2022.

ATTEST:

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



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

**CONTRACTS/AGREEMENTS**

**11. Inspection Reporting Agreement**

Mark Hathaway, Fire Marshall, stated this agreement is between the City of Cartersville and Life Safety Inspections Vault LLC. LIV will monitor all inspections of Suppression System for the Fire Department and the backflow preventers for our Water Department. This is done at no cost to the City of Cartersville. The city will be provided reports on current inspections and compliance through various fire suppression maintenance companies. This agreement is not an increase of requirements for our local businesses. It will allow the inspectors from both departments to monitor a process that is already in place and will be an efficient use of limited man-hours to deal with other pending issues. Approval was recommended.

Council Member Cooley made a motion to approve Inspection Reporting Agreement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**ENGINEERING SERVICES**

**12. WTP Expansion Assessment**

Sidney Forsyth, Water Department Director, stated due to several potential industrial projects and the steady increase in water demand due to City and County growth, it is necessary to assess potential expansion options for the Water Treatment Plant.

Wiedeman and Singleton, Inc has proposed performing this assessment for a price not to exceed \$20,000.00. This is not a budgeted item but will be paid from operating revenue under account 505.3310.52.1360.

Council Member Hodge made a motion to approve the WTP Expansion Assessment. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**BID AWARD/PURCHASES**

**13. Slide Gate Installation**

Mr. Forsyth stated the influent gates for the secondary lift station in the Water Pollution Control Plant were installed in 1990. Though well maintained, they have deteriorated to the point that they will not seal sufficiently to allow for maintenance on the secondary lift station screw pumps. The replacement gates were purchased last year and are on site. The size of the gates coupled with the speed with which they must be replaced necessitates hiring a contractor for the work.

The Water Department requested and received three quotes for the work from contractors we have used previously. Recommendation is to award the job to the low bidder, Southern Machine & Fabrication for \$17,000.00. This is a budgeted maintenance expense to be paid from account 505.3330.52.2361.

Council Member Fox made a motion to approve the Slide Gate Installation. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Council Member Hodge made a motion to add three (3) items to the agenda. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**CERTIFICATION**

**14. Stormwater Permit NOI**

Wade Wilson, City Engineer, stated the City of Cartersville is a community containing a Phase II Municipal Separate Storm System (MS4). The General NPDES Permit No. GAG61000 allows us to discharge stormwater from our corporate limits into state waters. Every 5 years, this general permit is revised by the Georgia EPD. In order to be in compliance with the permit, the city is required to submit a notice of intent (NOI).

Public Works is requesting Council’s approval for the mayor to sign the updated NOI and to allow the Public Works Director or City Engineer to sign all future documents pertaining to this permit. These future documents may contain the City’s individual stormwater permit and annual reports and inspections.

Council Member Roth made a motion to approve the Stormwater Permit NOI. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**ADDED ITEMS**

**15. Police Foundation Resolution**

Keith Lovell, Assistant City Attorney, stated this resolution is to create a foundation to allow donations to be made to purchase equipment needed for law enforcement purposes.

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

**RESOLUTION 31-22**

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING AND AUTHORIZING THE FORMATION OF THE CARTERSVILLE POLICE FOUNDATION**

**WHEREAS**, on July 2, 2022, the Georgia legislature enacted Official Code of Georgia Annotated Section § 48-7-29.25. Tax credit for contribution of funds to a qualified law enforcement foundation; and

**WHEREAS**, the Chief of Police desires to take advantage of this newly enacted law to benefit the City of Cartersville Police Department; and


**WHEREAS**, the Chief of Police, City Manager, Finance Director, Mayor and City Attorney have met and discussed setting up a police foundation and the benefits which it will provide to the Cartersville Police Department; and

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


That the Mayor and City Council authorize the City Attorney’s Office to prepare and file any and all paperwork necessary to form the Cartersville Police Foundation pursuant to the newly enacted Georgia law governing police foundations.

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE**, this 17<sup>th</sup> day of November, 2022.

ATTEST:

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



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

**16. Airport Accident – Claim Denial**

Mr. Lovell stated that there was an incident at the Bartow County Airport that involved damage to someone’s plane. The demand letter was addressed to City of Cartersville. Due to the City of Cartersville having no ownership in the Airport Authority, Mr. Lovell suggested to deny the claim letter.

Council Member Roth made a motion to approve the resolution that denies the demand letter. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 6-0


RESOLUTION NO. 30-22


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

WHEREAS, on or about November 7, 2022, the City of Cartersville received a demand letter dated November 3, 2022, from PS Logistics and its sister company, Rockit X, LLC, concerning damage to an airplane at the Cartersville-Bartow County Airport which occurred on or about August 24, 2022.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council that the City of Cartersville denies the claim submitted as referenced above, based on the information currently available to it, and directs the City Attorney's Office to inform PS Logistics and its sister company, Rockit X, LLC of said denial.

BE IT AND IT IS HEREBY RESOLVED this 17<sup>th</sup> day of November, 2022.

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

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



**17. Robert Loehr Invoice**

Mr. Porta stated that on October 5, 2022, a police officer was involved in an auto accident where the city's police car was damaged. Due to the total repair costs, the city's insurance carrier, Travelers Insurance, has deemed the vehicle totaled and has valued the vehicle at \$16,656 to be paid to the city. The major damage to this vehicle is the engine that had to be replaced (Robert Loehr invoice of \$9,338.42) and some body damage (estimated around \$8,000). After discussions with Frank McCann, Police Chief, the decision is to retain the vehicle and have it repaired due to no structural damage, especially since the lead time to replace a vehicle is six (6) months or longer.

The city has an opportunity to have the vehicle repaired with a net cost of \$5,230 and approval was recommended to retain this vehicle rather than having Travelers Insurance pay us for the total loss of this vehicle.

Council Member Fox made a motion to approve the retention of this vehicle and have it repaired. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**MONTHLY FINANCIAL STATEMENT**

**18. September 2022 Financial Report**

Tom Rhinehart, Finance Director, came forward to present the September 2022 Financial Report and compared the numbers to September 2021.

**PRESENTATIONS**

**19. Tennessee Street Corridor**

Mr. Porta stated Stephen Hopper with Stantec, the consultant that the city and Bartow County hired to conduct a study of the Tennessee Street Corridor, will present the results of this study. Some of the goals of the study were to improve mobility and accessibility, improve the image of the corridor, and to encourage revitalization. This study provides several ways for improvements, like adding roundabouts, enhancing connectivity and mobility. The City Council will need to determine if they like some or all the ideas presented in the study and since this is a State Route, how we want to proceed in requesting improvements from GDOT to the Tennessee Street Corridor.

**OTHER**

Mayor Santini asked if any other business needed to come before Mayor and Council.

Robert Jackson, 8 Green Acre Ln., came forward to request relief from sewer fees in the summer months of April through September, when watering his garden.

Mayor Santini stated this type of relief would require a change in the ordinance.

**ADJOURNMENT**

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

Meeting Adjourned at 7:46 P.M.

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

ATTEST:  
/s/ \_\_\_\_\_  
Julia Drake  
City Clerk



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Public Hearing
<b>DEPARTMENT NAME:</b>	Planning & Development
<b>AGENDA ITEM TITLE:</b>	Capital Improvements Element and Community Work Program
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>As you are aware, Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, we are required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan and Community Work Program (CWP). The update gives the impact fee receipts and expenditures (none) for fiscal year 2022 (July 1, 2021 through June 30, 2022), as well as updates the CWP.</p> <p>We are required to hold a public hearing regarding the update and forward it with a transmittal resolution to the Northwest Georgia Regional Commission (RC) and the Department of Community Affairs (DCA). After review from the RC and DCA, the document then needs to be adopted by the Council, and a copy sent to the RC (just like the Comp Plan process). At this time, the document is in “Draft” form and the final version will be distributed for review and comment prior to adoption.</p>
<b>LEGAL:</b>	N/A



Resolution No.

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

Capital Improvements Element and Community Work Program

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

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

WHEREAS, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on December 1, 2022, at 9:00 A.M. in the City Council meeting room at Cartersville City Hall;

BE IT THEREFORE RESOLVED, that the City Council of the City of Cartersville does hereby submit the draft Capital Improvements Element Annual Update to the Northwest Georgia Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

ADOPTED this the 1st day of December 2022.

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Matthew J. Santini  
Mayor, City of Cartersville, Georgia

ATTEST:

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Julia Drake  
City Clerk

# **Capital Improvements Element 2022 Annual Update:**

## **Financial Report & Community Work Program**

City of Cartersville, GA  
AS ADOPTED 01/ /2023

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on the Cartersville Capital Improvements Element, as adopted by the City in

October, 2006 last modified January 2022.

### Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 6).

The City’s fiscal year runs from July 1 to June 30.

### Schedule of Improvements

In addition to the financial report, the City has prepared a five-year schedule of improvements—a

community work program (CWP)—as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Community Work Programs annually.”<sup>1</sup>

According to DCA’s requirements,<sup>2</sup> the CWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document, beginning on page 7.

<sup>1</sup> Note that the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2)(c)(i).

<sup>2</sup> Chapter 110-12-1-.05(2)(c)(i).

**IMPACT FEES FINANCIAL REPORT – CITY OF CARTERSVILLE, GA  
Fiscal Year 2022**

Cartersville, GA	Annual Impact Fee Financial Report - Fiscal Year 2022							
Public Facility	Libraries	Fire Protection	Police	Parks & Recreation	Roads	Administration	CIE Prep (recoupment)	TOTAL
Impact Fee Fund Balance June 30, 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fees Collected (July 1, 2021 through June 30, 2022)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal: Fee Accounts</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Interest Income July 1, 2021 through June 30, 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Impact Fee Refunds)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(Expenditures)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Impact Fee Fund Balance June 30, 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Impact Fees Encumbered</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$0.00</b>

### SCHEDULE OF IMPROVEMENTS

*\*The City of Cartersville amended its “Impact Fee” fee schedule to a maximum \$0.00 for all categories (units of measurement and land-use category) on September 3, 2009. All funds to that point have been properly reported in accordance with Impact Fee Financial Reporting Guidelines as can be viewed in the 2009 and 2010 financial reports. If/when a new fee schedule is established, project costs and schedule of improvements will be re-evaluated*

Public Facility:		Library						
Service Area:		City-wide						
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended	Impact Fees Encumbered	Status/Remarks
Collection Materials	2007	2007	\$117,492.02	97.4%	\$114,429.35	\$0.00	\$0.00	Delayed from 2007
Collection Materials	2008	2008	\$69,321.54	97.4%	\$67,516.99	\$0.00	\$0.00	
Collection Materials	2009	2009	\$71,527.08	97.4%	\$69,664.32	\$0.00	\$0.00	
Collection Materials	2010	2010	\$73,485.48	97.4%	\$71,564.73	\$24,640.16	\$0.00	
Collection Materials	2011	2011	\$76,177.57	97.4%	\$74,198.35	\$0.00	\$0.00	
Collection Materials	2012	2012	\$78,377.17	97.4%	\$76,339.89	\$29,393.45		
Collection Materials	2013	2013	\$80,819.77	97.4%	\$78,724.32	\$0.00		
Collection Materials	2014	2014	\$83,780.63	97.4%	\$81,597.59	\$0.00		
Collection Materials	2015	2015	\$85,728.23	97.4%	\$83,487.48	\$0.00		
Collection Materials	2016	2016	\$89,175.01	97.4%	\$86,846.43	\$0.00		
Collection Materials	2017	2017	\$91,608.34	97.4%	\$89,221.83	\$0.00		
Collection Materials	2018	2018	\$94,529.75	97.4%	\$92,085.01	\$0.00		
Collection Materials	2019	2019	\$97,723.71	97.4%	\$95,191.53	\$0.00		
Collection Materials	2020	2020	\$100,669.73	97.4%	\$98,050.34	\$0.00		
Collection Materials	2021	2021	\$104,103.45	97.4%	\$101,396.58	\$0.00		
Collection Materials	2022	2022	\$106,768.72	97.4%	\$104,004.08	\$0.00		
			<b>\$1,421,288.21</b>		<b>\$1,384,318.81</b>	<b>\$54,033.61</b>	<b>\$0.00</b>	

<b>Public Facility:</b>		<b>Fire Protection</b>						
<b>Service Area:</b>		City-wide						
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
New Station 4 (7,000 sf)	2007	2008	\$1,120,000.00	97.3%	\$1,089,585.42	\$0.00	n/a	To be paid by Carter Grove through agreement
Station 1 Relocation (15,000 sf)	2010	2011	\$2,625,000.00	3.3%	\$87,500.00	\$117,475.74	\$0.00	
Station 3 Relocation (7,000 sf)	2015	2016	\$1,225,000.00	14.3%	\$175,000.00	\$0.00		
New Station 5 (7,000 sf)	2021	2022	\$1,365,000.00	100.0%	\$1,365,000.00	\$0.00		
Heavy Vehicle	2007	2007	\$275,000.00	100.0%	\$275,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2007	2007	\$750,000.00	100.0%	\$750,000.00	\$0.00		Delayed from 2007
Heavy Vehicle	2021	2021	\$275,000.00	100.0%	\$275,000.00	\$0.00		
			<b>\$7,635,000.00</b>		<b>\$4,017,085.42</b>	<b>\$117,475.74</b>	<b>\$0.00</b>	

<b>Public Facility:</b>		<b>Police Department</b>						
<b>Service Area:</b>		City-wide						
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
Facility Space (8,400 sf)	2018	2019	\$1,470,000.00	99.4%	\$1,460,950.20	\$85,694.34	\$0.00	
			<b>\$1,470,000.00</b>		<b>\$1,460,950.20</b>	<b>\$85,694.34</b>	<b>\$0.00</b>	

<b>Public Facility:</b>		<b>Parks &amp; Recreation</b>						
<b>Service Area:</b>		City-wide						
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
Future Park A (50 acres)	2012	2012	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
Future Park B (50 acres)	2018	2018	\$1,500,000.00	100.0%	\$1,500,000.00	\$0.00		
3 Track/Trails	see	remarks	\$690,000.00	96.7%	\$667,000.00	\$49,433.59	\$0.00	start date tba
2 Tennis Courts	see	remarks	\$100,460.06	100.0%	\$100,460.06	\$0.00		start date tba
2 Playgrounds	see	remarks	\$320,000.00	100.0%	\$320,000.00	\$0.00		start date tba
			<b>\$4,110,460.06</b>		<b>\$4,087,460.06</b>	<b>\$49,433.59</b>	<b>\$0.00</b>	

<b>Public Facility:</b>		<b>Road Improvements</b>						
<b>Service Area:</b>		City-wide						
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
Douthit Ferry (widening)	tba	tba	\$750,000.00	100.0%	\$750,000.00	\$31,039.18	n/a	To be paid by Carter Grove through agreement
Terrell Drive (turn lane)	tba	tba	\$166,600.00	50.0%	\$83,300.00	\$0.00	\$0.00	
Center Road (widening)	tba	tba	\$498,225.00	100.0%	\$498,225.00	\$0.00		
			<b>\$1,414,825.00</b>		<b>\$1,331,525.00</b>	<b>\$31,039.18</b>	<b>\$0.00</b>	

## 2023-2027 COMMUNITY WORK PROGRAM CITY OF CARTERSVILLE, GA

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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### Economic Development

<p>Continue to participate in the BCJDA and BC2JDA, equally with the County, and implement applicable components of the Economic Development Strategy, including:</p> <ol style="list-style-type: none"> <li>1. Retain / Expand Existing Industries &amp; Attract New Ones</li> <li>2. Improve Tax Digest per FTE</li> <li>3. Develop Industrial Property</li> <li>4. Implement the Comprehensive Financing &amp; Administrative Plan</li> <li>5. Support Workforce &amp; Community Development</li> </ol>	X	X	X	X	X	n/a	General Fund	Bartow-Cartersville Joint Development Authority (BCJDA), Bartow-Cartersville Second Joint Development Authority (BC2JDA) City Council, Commissioner,
Support collaboration among secondary and post-secondary education partners with each other and with employers, in regard to specialized job training programs and venues.	X	X	X	X	X	n/a	General Fund	BCJDA, Chamber



Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Continue to work with the Downtown Development Authority in the redevelopment of properties and attraction of businesses in the downtown. Retail recruitment through Cartersville Electric contracted recruitment services	X	X	X	X	X	n/a	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Electric/Electric Cities of GA, BCJDA
Market downtown as a destination specialty shops, restaurants and museums to draw people downtown	X	X	X	X	X	variable	DDA Budget, General Fund	Downtown Development Authority, City Council, Cartersville Bartow CVB

#### Natural and Historic Resources

Update Historic Preservation Design Standards	X					n/a (in house)	General Fund	City Council, Planning
Update Historic Resource Survey		X	X			TBD	General Fund, Grant	City Council, Planning
Continue to monitor the status of inventoried historic structures and properties located outside of the protected historic districts	X	X	X	X	X	n/a	General Fund	City Council, Planning,
Continue to support the restoration of original historic facades and buildings. Review and consider all available funding resources for historic preservation.	X	X	X	X	X	n/a	Grants, Private development	City Council, Planning

#### Community Facilities

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Develop a 5-Year Capital Improvements Plan, which includes a schedule and budget for new facilities, maintenance and operation expenses, and a replacement plan for aging infrastructure within the City, based on adopted population and employment forecasts, and Levels of Service	X	X	X	X	X	n/a	General Fund	City Council
Automated Airport Weather System		X				\$220,000	Federal & State Grants	CMO

### Public Works

Develop a long-range comprehensive transportation plan		X	X			Per MPO allotment	MPO	MPO Policy and Technical committees
City-wide road projects - milling and resurfacing	X	X	X	X	X	\$76000 match for LMIG	SPLOST	Public Works
Douthit Ferry Rd. improvements – road widening from SR 61/113 to Old Alabama Rd. (4 lane with median)(Right-of-way acquisition and utility relocation)			X			\$11,350,000	2020 SPLOST	Public Works
Equipment replacement	X	X	X	X	X	Variable	General Fund	Public Works

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
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### Stormwater Division

MS4 Compliance	X	X	X	X	X	\$50,000/yr	General Fund, Stormwater Revenue	Stormwater Division
Railroad Ditch Improvements	X	X	X	X	X	\$100,000	General Fund, Stormwater Revenue	Stormwater Division
Terrell Heights Drainage	X					\$1,800,000	ARPA	Stormwater Division
Erwin-Leake Street Pipe Upgrade	X	X				\$600,000	ARPA	Stormwater Division
Pipe Liner Project	X	X				\$350,000	ARPA	Stormwater Division
Erwin Street Ditch Stabilization		X				\$1,200,000	ARPA	Stormwater Division
West Ave Culvert Removal			X			\$600,000	ARPA	Stormwater Division
Downtown Flood Study		X				\$50,000	Stormwater Revenue	Stormwater Division

### Fire Department

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Analyze current services and locational aspects of police, fire, libraries and medical services to determine appropriate densities in appropriate locations.	X	X	X	X	X	n/a	General Fund	City Council, Fire and Police Departments
Construct and place into operation Station #5/Cartergrove			X			\$4,500,000	Undetermined	City Council, Fire Department

### Police Department

Demo existing building at firing range and build new training building	X	X				\$1,000,000	SPLOST	Police Department
Replace police patrol units – on going	X	X	X	X	X	\$320,000/yr	Federal asset forfeiture funds	Police Department
Purchase a Bearcat Armored Vehicle	X					\$320,000/yr	SPLOST	Police Department
Replace ALL Protective vests - ongoing	X	X	X	X	X	\$10,000/yr	General Fund	Police Department

### Library

Collection Materials	X	X	X	X	X	\$552,438	General Fund	Library
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### Parks & Recreation

Purchase/Develop Northside park land & development		X	X	X		\$2,825,000	2020-SPLOST	Parks and Recreation
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Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Replacement of Pool Pak & Boiler at Senior Aquatic Center						COMPLETED FY21	General Fund	Parks and Recreation
Goodyear Clubhouse Renovation						COMPLETED FY21	General Fund	Parks and Recreation
Restrooms/Pavilion @ Pine Mt. Recreation Area – West Trailhead		X				\$150,000	General Fund/Grant	Parks and Recreation
Restroom/Pavilion @ Leake Mounds Trailhead		X				\$150,000	General Fund/Grant	Parks and Recreation
Dellinger Park Trail Renovation	X					\$100,000	Park Bond	Parks and Recreation
Dellinger Park Perimeter Fence Replacement				X	X	\$100,000	General Fund	Parks and Recreation
Dellinger Park Tennis Courts renovation/resurfacing	X					\$350,000	General Fund/Park Bond	Parks and Recreation
Implement the Parks and Recreation Master Plan	X	X	X	X	X	n/a (implementation is cumulative from stated projects in STWP list)	General Fund, GDOT Grant, Park Bond	Parks and Recreation
Cartersville Sports Complex Field Lighting (F#3 & F#4)		X				\$250,000	Park Bond	Parks and Recreation
Dellinger Park Tennis Lighting (Ct.6-7, 13-14) & Basketball Ct Lighting		X				\$100,000	Park Bond	Parks and Recreation

### School System

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Develop a school expansion plan based on adopted forecasts of population which coordinates new facilities and residential permits.	X	X	X	X	X	n/a	School Board	Cartersville School System
Construction for a new primary school to support the Carter Grove development/city.	X					n/a	School Board	Cartersville School System

#### Electrical Utilities

Require a utility capacity analysis if a proposed development will severely impact adjacent or system-wide capacity	X	X	X	X	X	n/a	n/a	Electric Utility/MEAG
Area Lighting upgrades to LED	X	X	X	X	X	\$90,000/YR, avg	Electric Revenue	Electric Utility
Vehicle Replacement	X	X	X	X	X	\$1,000,000	Electric Revenue	Electric Utility
Beauflor Expansion	X					\$100,000	Electric Revenue	Electric Utility
New Highland 75 Customer		X	X			\$300,000	Electric Revenue	Electric Utility
Electric System Study	X	X	X	X	X	\$60,000	Electric Revenue	Electric Utility
Advanced Metering Infrastructure (AMI)	X	X				\$1.7M	Electric Revenue & Reserves	Electric Utility

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Underground Cable Relocation – Cass White RD			X			\$20,000	Electric Revenue	Electric Utility
Various reconductoring projects to upgrade older lines and poles to current standards	X	X	X	X	X	\$15,000/YR	Electric Revenue	Electric Utility
Main St/Center Rd. tie-line	X	X	X			\$235,000	Electric Revenue	Electric Utility
Tie line from substation #4 to Substation #12			X			\$105,000	Electric Revenue	Electric Utility
HPS to LED street lighting conversion	X	X	X	X	X	\$145,000/YR	Electric Revenue	Electric Utility

### Gas Utilities

Cassville-White Road Widening: I-75 to Old Grassdale Road (Bartow County) - 4" HP steel relocation	X	X				\$100,000	Gas Revenue	Gas System
S.R. 113/Old Alabama Rd Relocation-Pumpkinvine Creek to C.R. 699: 2", 4" & 8" relocation	X	X				\$435,000	Gas Revenue	Gas System
Toyo Tire North America/Zion Road Development Area: Great Valley Parkway to Pettit Creek - 8" HP steel extension	X	X	X	X	X	\$500,000	JDA Funds	Gas System
Rowland Springs Road P.E. Extension - 6" P.E. extension, Dean Road to McCaskey Creek Road			X			\$35,000	Gas Revenue	Gas System

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Highland 75 – 6" HP steel extensions (internal)	X	X	X	X	X	\$575,000	JDA Funds	Gas System
Gilreath Road/Peeples Valley Road 6" HP Loop			X			\$75,000	Gas Revenue	Gas System
CS/1054/Douthit Ferry Rd from Old Alabama Rd to CS SR61/SR113 CSSTP-0007-00(494)		X	X			\$350,000	Gas Revenue	Gas System
S.R. 293/Kingston Hwy at Dykes Creek 0015544	X					\$250,000	Gas Revenue	Gas System
Bridge replacement of CS 963/Sugar Valley Rd at Nancy Creek 0016596	X					\$150,000	Gas Revenue	Gas System
Grassdale Rd from SR3/SR 20 0016628	X					\$75,000	Gas Revenue	Gas System
Rome-Cartersville Development Corridor 0013238		X				\$640,000	Gas Revenue	Gas System
GDOT Road Relocations	X					\$125,000	Gas Revenue	Gas System
District Regulating Station Renewals	X	X	X	X	X	\$125,000	Gas Revenue	Gas System

### Water & Sewer Department

Replace Kohl's High Pressure Pump Station	X					\$2,800,000	Water & Sewer Revenue, Debt	Water & Sewer Department
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Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
12" Water Main – Jones Mill to Pine Vista (1.5 miles)					X	\$3,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Crestwood S/D				X		\$2,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Replace Water Main in Jordan Pines					X	\$1,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
High Pressure System Loop Completion		X				\$1,700,000	Water & Sewer Revenue, Debt	Water & Sewer Department
West Avenue Water Main Replacement			X			\$3,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Downtown Water Main Replacement – Phase 2			X			\$2,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Continue loop of City with 36" line from Old Mill to Mission Rd.			X			\$12,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Water line – Replace old 10" on Cherokee from Erwin Street to Cassville Road (~2,000 ft) with 12"				X		\$850,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Fire Hydrant Replacement Program	X	X	X	X	X	\$20,00/YR	Water & Sewer Revenue, Debt	Water & Sewer Department
Water meter change out (AMI)	X	X				\$4,500,000	Water & Sewer Revenue, Debt	Water & Sewer Department

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Replace asbestos cement main from Zena Dr to County Meter Pit (~2,000 feet – 12")			X			\$750,000	Water & Sewer Revenue, Debt	Water & Sewer Department
New Water Dept. Office/Lab Complex	X	X				\$12,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Water/Sewer Rate Study	X	X				\$100,000	Water & Sewer Revenue, Debt	Water & Sewer Department
WTP Lagoon Dredge	X					\$3,000,000	Water & Sewer Revenue, Debt	Water & Sewer Department
Sewer Inflow & Infiltration Elimination Program	X	X	X	X	X	\$60,000/YR	Water & Sewer Revenue, Debt	Council, Water & Sewer Department
Mission Rd Sewer Replacement – Phase 3	X					\$2,500,000	Water & Sewer Revenue, Debt	Council, Water & Sewer Department

### Housing

Pursue opportunities with the Etowah Area Consolidated Housing Authority as a partner in the creation of affordable housing	X	X	X	X	X	n/a	Housing Authority Budget	Housing Authority
Pursue opportunities for partnerships with non-profit agencies in the creation of affordable housing opportunities	X	X	X	X	X	n/a	General Fund	City Council
Increase code enforcement within targeted neighborhoods of the City	X	X	X	X	X	n/a	General Fund	Planning

Project Description	2023	2024	2025	2026	2027	Estimated Cost	Anticipated Funding Source(s)	Responsible Party or Parties
Address crime concerns in selected neighborhoods – on going	X	X	X	X	X	variable	General Fund	Police Dept
Continue to implement the mechanisms in place to foster the development of alternative forms of housing, such as mixed-use zoning, overlay districts, supplemented by the Character Area objectives and design guidelines	X	X	X	X	X	n/a	General Fund	City Council, Planning
Support the initiatives, projects and activities developed through the Georgia Initiative for Community Housing committee.	X	X	X	X	X	n/a	General Fund	City Council

#### Land Use

Update land use and zoning maps	X	X	X	X	X	\$3,000/year	General Fund	Planning, GIS
Follow up on Hotel/motel code enforcement compliance	X					n/a	General Fund	Planning
Investigate opportunities to increase housing in the downtown area	X					n/a	General Fund	City Council, Planning
Identify strategies and recommended improvements as outlined in the adopted 2010 Urban Redevelopment Plan for North Towne, North west Industrial and South Industrial areas	X	X				n/a	General Fund	City Council, Planning
Refine, and create an Overlay District for the Tennessee Street Corridor	X					\$200,000	General Fund and/or Transp.grant	City Council, Cartersville Bartow MPO

<b>Project Description</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>Estimated Cost</b>	<b>Anticipated Funding Source(s)</b>	<b>Responsible Party or Parties</b>
Develop a public art program, and identify streetscape, lighting and associated elements design opportunities throughout the City, for civic facilities, public spaces and into roadway design.	X					variable	Grants, General Fund	DDA, City Council,
Create gateway features to highlight the entrances to special places and a strong identity program for unique historical resources, street signs with neighborhood names, and destination signs pointing to and from points of interest	X	X	X	X	X	variable	General Fund	City Council, DDA
Continue "Quiet Zone" efforts.	X	X	X	X	X	\$2,500,000	2020 SPLOST	Engineering, DDA, Council



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	First Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	T22-05. Applicant: City of Cartersville
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Text Amendment to Chapter 9.25, Historic Preservation, Article II, Historic Preservation Commission, Sec. 9.25-32 (c), to amend ordinance to comply with the state Historic Preservation Act regarding member qualifications. A discrepancy was identified during the Certified Local Government audit which is performed every 4 years.</p> <p>Historic Preservation Commission recommends approval, 5-0.</p>
<b>LEGAL:</b>	N/A

**Application for Text Amendment(s)  
To Zoning Ordinance**

Case Number Meeting, December 1, 2022 Item 3.  
Date Received: 11-9-22

**Public Hearing Dates:**

~~Planning Commission~~ 11-15-22 5:30pm    1<sup>st</sup> City Council 12-1-22 ~~7:00pm~~ 9:00am    2<sup>nd</sup> City Council 12-15-22 7:00pm  
**Historic Preservation Commission**

**APPLICANT INFORMATION**

Applicant <u>City of Cartersville Planning &amp; Dev.</u> (printed name)	Office Phone <u>770-387-5600</u>
Address _____	Mobile/ Other Phone _____
City _____ State _____ Zip _____	Email _____
<u>David Hardegree</u> Representative's printed name (if other than applicant)	Phone (Rep) _____
_____	Email (Rep) _____
Representative Signature _____	Applicant Signature _____
Signed, sealed and delivered in presence of: _____	My commission expires: _____
Notary Public	

**1. Existing Text to be Amended: Chapter 9.25, Historic Preservation**

Article II, Section 9.25-32 (C), Subsection \_\_\_\_\_

Existing Text Reads as Follows: See attached

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Proposed Text:**

Proposed Text Reads as Follows: See attached

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Continue on additional sheets as needed)

**Application for Text Amendment(s)  
To Zoning Ordinance**

Case Number: Meeting: December 2022 Item 3.  
**T22-05**  
Date Received: 11-9-22

3. Reason(s) for the Amendment Request: To correct ordinance conflicts identified by  
audit for the Certified Local Government program.

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(Continue on additional sheets as needed)



# City of Cartersville

PLANNING AND DEVELOPMENT

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

## MEMO

**To:** BZA  
**From:** Randy Mannino/ David Hardegree  
**CC:** Keith Lovell  
**Date:** November 8, 2022  
**Re:** CLG Review Status Update

Every 3 years, the State Historic Preservation Office (SHPO) conducts audits of the jurisdictions holding the Certified Local Government (CLG) certification. This is a certification awarded to City's or Counties with Historic Preservation ordinances and Commissions. In 2021, the City submitted the requested documentation to SHPO for review. SHPO noted three deficiencies, two being with one section of the HPC ordinance, Sec. 9.25-32(c):

*(c) Historic preservation commission members. Number, appointment, terms, and compensation. The commission shall consist of seven (7) members appointed by the City Council of the City of Cartersville. All members shall be residents of, own and operate a business in, or own real property in the city. Preference shall be given to persons who have demonstrated special interest, experience or education in history, architecture or the preservation of historic resources, but such preference is not required in making such appointments.*

SHPO's interpretation of the state Historic Preservation Act is reflected in the following findings:

- 1) Comment: Sec.25-32.(c)of Cartersville's Historic Preservation Ordinance states "All members shall be residents of, own and operate a business in, or own real property in the city,"

44-10-24 of the Georgia Historic Preservation Act states "all the members shall reside within the historic preservation jurisdiction of their respective municipality or county."

- 2) Comment: Sec.25-32.(c) of Cartersville's Historic Preservation Ordinance states "all the members shall reside within the historic preservation jurisdiction of their respective municipality or county."

44-10-24 of the Georgia Historic Preservation Act states "A majority of the members of any such commission shall have demonstrated special interest, experience, or education in history or architecture."



To bring the deficiencies into compliance with SHPOs finding, the following amendment is proposed to Sec. 9.25-32(c)::

*(c) Historic preservation commission members: Number, appointment, terms, and compensation. The commission shall consist of seven (7) members appointed by the City Council of the City of Cartersville. A majority of the members of any such commission shall have demonstrated special interest, experience, or education in history or architecture; all the members shall reside within the historic preservation jurisdiction of the city.*

The “historic preservation jurisdiction” is defined in the state Historic Preservation Act as:

*(6) “Historic preservation jurisdiction,” in the case of a county, means the unincorporated area of the county; and, in the case of a municipality, such term means the area within the corporate limits of the municipality.*

**O.C.G.A. § 44-10-22**

Historic Preservation Act residency requirements:

*(a) The local governing body of a municipality or county electing to enact an ordinance to provide for the protection, enhancement, perpetuation, or use of historic properties or historic districts shall establish or designate a historic preservation commission. Such local governing body shall determine the number of members of the commission, which shall be at least three, and the length of their terms, which shall be no greater than three years. A majority of the members of any such commission shall have demonstrated special interest, experience, or education in history or architecture; all the members shall reside within the historic preservation jurisdiction of their respective municipality or county except as otherwise provided by subsection (b) of this Code section; and all shall serve without compensation. In establishing such a commission and making appointments to it, a local governing body may seek the advice of any state or local historical agency, society, or organization.*

*(b) The local governing body of a county and the local governing body or bodies of one or more municipalities lying wholly or partially within such county may establish or designate a joint historic preservation commission. If a joint commission is established, the local governing bodies of the county and the municipality or municipalities involved shall determine the residence requirements for members of the joint commission.*

**O.C.G.A. § 44-10-24**

The other deficiency cited in the findings is all board members must attend at least one state training session every 3 years. This finding is primarily due to lack of training opportunities and conflicts with availability during Covid.



# City of Cartersville

PLANNING AND DEVELOPMENT

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September 23, 2022

Paige Jennings  
Certified Local Government Coordinator  
Historic Preservation Division  
Department of Community Affairs  
60 Executive Park South, NE  
Atlanta, GA 30329

RE: City of Cartersville CLG Evaluation Response Letter

Dear Ms. Jennings,

Thank you for providing the review and comments in your letter dated September 30, 2021. This letter and the accompanying documentation is the City's response to your findings. Please review and provide any additional comments as needed.

There are (3) supporting documents accompanying this letter:

- 1) Your letter of findings dated 9-30-21 with highlighted deficiencies;
- 2) The City's proposed text amendment to bring our HPC ordinance into compliance with OCGA 44-10-24; and
- 3) A summary of training for HPC members and staff from 2017-2020. I think this was accidentally omitted from the CLG submission.

Our intent is to proceed with the required text amendment before the end of the year. Training attendance needs to be a priority over the next two years.

Please contact me if additional information is required.

Sincerely,

David Hardegree, AICP  
City of Cartersville  
Planning and Development Department  
PO Box 1390  
Cartersville, GA 30120  
(O) 770-387-5614  
[www.cityofcartersville.org](http://www.cityofcartersville.org)

09/30/2021

Cartersville  
David Hardegree  
City Planner  
PO Box 1390  
Cartersville, GA, 30120

**Re: 2021 Certified Local Government Evaluation Review**

Dear Mr. David Hardegree,

Thank you for providing all the documentation requested for the 2021 Certified Local Government Evaluation Report. Cartersville continues to grow and develop its historic preservation program and I look forward to working with you on those endeavors. I encourage City staff and members of the Historic Preservation Commission to continue to take advantage of training opportunities provided by the Historic Preservation Division, the Georgia Alliance of Preservation Commissions, and other preservation groups regionally and nationally.

The Georgia Historic Preservation Division (HPD) is required to periodically evaluate the Certified Local Governments in Georgia to verify their continued compliance with the requirements of the program. At the time of your 2021 evaluation report, Cartersville was found to be **out of compliance** with the *Georgia Certified Local Government Program: Application and Procedures*.

Please do not hesitate to reach out if I can provide any clarity regarding this evaluation. I want to see your preservation program succeed and I'm happy to help ensure that it does. I can be reached at (404) 486-6442 or [paige.jennings@dca.ga.gov](mailto:paige.jennings@dca.ga.gov) for any questions or concerns.

Sincerely,



Paige Jennings  
Certified Local Government Coordinator  
Georgia Historic Preservation Division

**Pursuant to the Terms of the Certification of this Local Government by the US Department of the Interior, National Park Service, the following minimum standards are being evaluated.**

1. The CLG enforces the appropriate legislation for the designation and protection of historic properties and cooperate with the State Historic Preservation Officer (SHPO) in these matters as referenced in the "Minimum Requirements" section of the *Procedures: Georgia Certified Local Government Program*, as amended.
  - ✗ **CLG observes requirements under the Georgia Historic Preservation Act (GHPA).**
    - See comments
  - ✓ CLG has a process for designation of landmarks and/or historic districts that requires public hearings for all designations.
2. The CLG maintains an adequate and qualified Historic Preservation Commission (HPC), as defined by GHPA
  - ✓ CLG maintains a HPC with at least three members.
  - ✓ All members of the HPC have demonstrated special interest, competence, or knowledge in historic preservation.
  - ✓ To the extent available in the community, HPC members are appointed from the disciplines of architecture, history, architectural history, planning, archaeology, or other historic preservation-related fields.
  - ✗ **The requirements for HPC membership are not more stringent or comprehensive than the requirements for the Georgia National Register Review Board.**
  - ✓ The HPC's geographic area of authority coincides with the boundaries of the local government's authority.
  - ✗ **All HPC members reside in this area of authority.**
  - ✓ The HPC has the authorities granted to it in GHPA.
  - ✗ Each Commission member, and anyone serving the Commission in a technical assistance/professional staff capacity, attended at least one informational or educational meeting every three years pertaining to historic preservation.
    - Commission members of Cartersville's HPC have not attended a training session or event in the past four years
  - ✓ The CLG has designated a paid staff member or a person working under contract as a source of technical/administrative/professional assistance to be responsible for the operations of the Commission.
2. The CLG maintains a system for survey and inventory of historic properties.
  - ✓ CLG has an active survey program and a plan for re-survey.
    - HPD recommends surveys be updated every 10-15 years. Cartersville's last survey occurred in 2009. Cartersville is considered a **Category I CLG** for grant purposes and is **only eligible for survey grants** until a new survey is completed.
  - ✓ Survey data is readily integrated into HPD's inventories.
  - ✓ CLG follows guidelines for conducting local surveys, as approved by HPD, and shall not be inconsistent with the Secretary of the Interior's "Standards for Identification and Evaluation."

- ✓ Survey data is accessible to the public, except when disclose may cause significant invasion of privacy, risk harm to the historic resources, or impede the use of traditional religious site by practitioners.
  - ✓ Survey data is maintained in a safe and secure location.
  - ✓ Survey data is available through the duplicate or original files at HPD.
3. The CLG provides for adequate public participation in the local historic preservation programs, including the process of recommending properties for nomination to the National Register of Historic Places.
- ✓ All meetings of the HPC are publicly announced, be open to the public, and have a previously advertised agenda.
  - ✓ Commission meetings occur at regular intervals; a commission must meet as often as necessary to complete its work in a timely fashion, no less than once a year. Public notice must be provided prior to any special meetings.
  - ✓ Careful minutes of decisions and actions of the HPC, including the reasons for making the decisions, are kept on file and available for public inspection.
  - ✓ All decisions of the HPC must be made in a public forum.
  - ✓ Applicants are provided written notification of the HPC's decision.
  - ✓ The rules of procedure adopted by the HPC are available for public inspection.
  - ✓ During the process of reviewing properties for nomination to the National Register, the HPC provides an opportunity for public comments.
2. The CLG performs satisfactorily in the responsibilities delegated to it
- ✓ The CLG submitted a report of its activities to HPD when requested, not less than every four calendar years.

**Comments:**

- **Ordinance:** Please note that the historic preservation division does not provide legal review or guidance. Following are HPD's comments regarding Cartersville's historic preservation ordinance. Cartersville should consult with the county's local legal counsel regarding comments made by the HPD and respond to the comments made below within a year from the date of this letter.
  - **Comment:** Sec.25-32.(c) of Cartersville's Historic Preservation Ordinance states "All members shall be residents of, own and operate a business in, or own real property in the city,"
    - 44-10-24 of the Georgia Historic Preservation Act states "all the members shall reside within the historic preservation jurisdiction of their respective municipality or county."
  - **Comment:** Sec.25-32.(c) of Cartersville's Historic Preservation Ordinance states "all the members shall reside within the historic preservation jurisdiction of their respective municipality or county."
    - 44-10-24 of the Georgia Historic Preservation Act states "A majority of the members of any such commission shall have demonstrated special interest, experience, or education in history or architecture."
- **Training:** Each Commission member, and anyone serving the Commission in a technical assistance/professional staff capacity, attended at least one informational or educational meeting every three years pertaining to historic preservation. At the time of Cartersville's evaluation in 2021,

none of Cartersville's commission members have not attended any training sessions or events in the past four years.

- **Remediation:** All HPC members and any staff serving the HPC in a technical capacity must attend a historic preservation-related training session before Cartersville is evaluated again in 2025.

**City Attorney's recommended amendments (Highlighted) to conform with state law OCGA 44-10-24.**

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

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 9.25 - HISTORIC PRESERVATION. ARTICLE II. - HISTORIC PRESERVATION COMMISSION. SEC. 9.25-32. – HISTORIC PRESERVATION COMMISSION is hereby amended by deleting Paragraph (c) and replacing it as follows:

1.

Sec. 9.25-32. Historic Preservation Commission.

(c) *Historic preservation commission members: Number, appointment, terms, and compensation.* The commission shall consist of seven (7) members appointed by the City Council of the City of Cartersville. **A majority of the members of any such commission shall have demonstrated special interest, experience, or education in history or architecture; all the members shall reside within the historic preservation jurisdiction of the city.**

Members shall serve three-year terms. In order to achieve staggered terms, initial appointments shall be: two (2) members for two (2) years; and three (3) members for three (3) years. Members shall not receive a salary, although they may be reimbursed for expenses by the city council. The city council will have the authority to remove any member of the historic preservation commission appointed by it for cause, on written charges, after a public hearing.

2.

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

**BE IT AND IT IS HEREBY ORDAINED.**

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

\_\_\_\_\_  
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 9.25 - HISTORIC PRESERVATION. ARTICLE II. - HISTORIC PRESERVATION COMMISSION. SEC. 9.25-37. – DEFINITIONS is hereby amended by deleting this section and replacing it as follows:

1.

**Sec. 9.25-37. Definitions**

*Certificate of preservation* means a document representing approval by the historic preservation commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district. This is also referred to as a certificate of appropriateness in O.C.G.A. § 44-10-20 et seq. and the terms are interchangeable under the ordinance.

*Design guideline* or *guideline* means a recommendation by the historic preservation commission that adheres to traditional and commonly recognized historic preservation practices. A guideline is not a requirement.

*Design standard* or *standard* means a design requirement for a certificate of preservation but may be varied or deemed not applicable by the historic preservation commission.

*Exterior architectural features* means the architectural style, general design and arrangement of the exterior of a building or other structure, including, but not limited to building material and the type and style of windows, doors, signs, and other appurtenant architectural fixtures, features, details or elements relative to the foregoing.

*Exterior environmental features* and *landscape features* means all those aspects of the landscape or the development of a site which affect the historical character of the property, i.e., walls, fences, paving, walks, drives, etc., but not plants, trees, or flowers of any kind.

*Historic*, for the purposes of historic preservation, means a historic structure is one that is fifty (50) years of age or older. A historic structure may be contributing or non-contributing.

*Historic district* means a geographically definable area which contains structures, buildings, objects, sites, works of art, or a combination thereof which exhibit a special historical, architectural, or environmental character as designated by the commission.

***Historic preservation jurisdiction* means the area within the corporate limits of the city.**

*Historic property* means an individual building, structure, site, object, or work of art which exhibits a special historical or architectural character as designated by the commission.

*Material change in appearance* means a change that will affect either the exterior architectural or environmental features of a historic property or any buildings, structure site, object, landscape feature or work of art within a historic district, such as:

- (1) A reconstruction or alteration of the size, shape, or facade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details, or elements;
- (2) Demolition or relocation of a historic structure;
- (3) Commencement of excavation for construction purposes;
- (4) A change in the location or design of advertising visible from the public right-of-way on any historic property; or
- (5) The erection, alteration, restoration, or removal of any building, structure, object, or work of art within a historic property, including walls, fences, steps, and pavements or other appurtenant features.



2.

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

**BE IT AND IT IS HEREBY ORDAINED.**

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

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

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

11/9/2022

Cartersville  
David Hardegree  
City Planner  
PO Box 1390  
Cartersville, GA, 30120

**Re: 2021 Certified Local Government Evaluation Review**

Dear Mr. David Hardegree,

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  - ✓ CLG observes requirements under the Georgia Historic Preservation Act (GHPA).
    - See comments
    - **SATISFIED**
  - ✓ CLG has a process for designation of landmarks and/or historic districts that requires public hearings for all designations.
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  - ✓ CLG maintains a HPC with at least three members.
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  - ✓ The requirements for HPC membership are not more stringent or comprehensive than the requirements for the Georgia National Register Review Board.
    - **SATISFIED**
  - ✓ The HPC’s geographic area of authority coincides with the boundaries of the local government’s authority.
  - ✓ All HPC members reside in this area of authority.
    - **SATISFIED**
  - ✓ The HPC has the authorities granted to it in GHPA.
  - ✓ Each Commission member, and anyone serving the Commission in a technical assistance/professional staff capacity, attended at least one informational or educational meeting every three years pertaining to historic preservation.
    - Commission members of Cartersville’s HPC have not attended a training session or event in the past four years – **SATISFIED**
  - ✓ The CLG has designated a paid staff member or a person working under contract as a source of technical/administrative/professional assistance to be responsible for the operations of the Commission.
2. The CLG maintains a system for survey and inventory of historic properties.
  - ✓ CLG has an active survey program and a plan for re-survey.
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**Comments:**

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  - **Comment:** Sec.25-32.(c) of Cartersville’s Historic Preservation Ordinance states “all the members shall reside within the historic preservation jurisdiction of their respective municipality or county.”
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- *Training:* Each Commission member, and anyone serving the Commission in a technical assistance/professional staff capacity, attended at least one informational or educational meeting every three years pertaining to historic preservation. At the time of Cartersville’s evaluation in 2021, none of Cartersville’s commission members have not attended any training sessions or events in the past four years.
  - **Remediation:** All HPC members and any staff serving the HPC in a technical capacity must attend a historic preservation-related training session before Cartersville is evaluated again in 2025. - **SATISFIED (9/29/2022)**

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

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 9.25 - HISTORIC PRESERVATION. ARTICLE II. - HISTORIC PRESERVATION COMMISSION. SEC. 9.25-37. – DEFINITIONS is hereby amended by deleting this section and replacing it as follows:

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*Historic preservation jurisdiction* means the area within the corporate limits of the city.

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- (1) A reconstruction or alteration of the size, shape, or facade of a historic property, including relocation of any doors or windows or removal or alteration of any architectural features, details, or elements;
- (2) Demolition or relocation of a historic structure;
- (3) Commencement of excavation for construction purposes;
- (4) A change in the location or design of advertising visible from the public right-of-way on any historic property; or
- (5) The erection, alteration, restoration, or removal of any building, structure, object, or work of art within a historic property, including walls, fences, steps, and pavements or other appurtenant features.

2.

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

**BE IT AND IT IS HEREBY ORDAINED.**

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

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

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

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

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

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1.

Sec. 9.25-32. Historic Preservation Commission.

(c) *Historic preservation commission members: Number, appointment, terms, and compensation.* The commission shall consist of seven (7) members appointed by the City Council of the City of Cartersville. A majority of the members of any such commission shall have demonstrated special interest, experience, or education in history or architecture; all the members shall reside within the historic preservation jurisdiction of the city.

Members shall serve three-year terms. In order to achieve staggered terms, initial appointments shall be: two (2) members for two (2) years; and three (3) members for three (3) years. Members shall not receive a salary, although they may be reimbursed for expenses by the city council. The city council will have the authority to remove any member of the historic preservation commission appointed by it for cause, on written charges, after a public hearing.

2.

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

**BE IT AND IT IS HEREBY ORDAINED.**

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

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

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





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Bartow County Board of Health
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Tonya Emery is willing to continue serving as a board member of the Bartow County Board of Health with her new term expiring December 31, 2028.
<b>LEGAL:</b>	N/A



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Resolutions
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Georgia Highlands Medical Services - Grant Funding Letter
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Georgia Highlands Medical Services requests grant funding from the Bureau of Primary Health Care in order to serve the community and those who are low income and struggle to access health care services. They have asked for a letter of support from the City to include with their grant application.
<b>LEGAL:</b>	Reviewed by Keith Lovell.

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING AND AUTHORIZING SUPPORT OF GEORGIA HIGHLANDS MEDICAL SERVICES**

**WHEREAS**, the Mayor and City Council feel that Georgia Highlands Medical Services provides essential and valuable medical and health services to the residents of Cartersville, Bartow County, and the surrounding communities; and

**WHEREAS**, the City of Cartersville supports the activities of Georgia Highlands Medical Services in our community; and

**WHEREAS**, Georgia Highlands Medical Services is in the process of growing and doubling its provision of family practice and mental health services in our community; and

**WHEREAS**, the Mayor and City Council of the City of Cartersville is pleased to offer its support to Georgia Highlands Medical Services’ request for funding from the Bureau of Primary Health Care to aid in their provision of services to our community.

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

That the Mayor, on behalf of the City of Cartersville, is hereby authorized to execute the letter attached as Exhibit “A” hereto, in support of Georgia Highlands Medical Services’ request for funding from the Bureau of Primary Health Care.

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE**, this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

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

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

*City of Cartersville - Sample Letter of Support – Please Edit as Needed*

*Date*

Todd Shifflet, CEO  
Georgia Highlands Medical Services  
475 Tribble Gap Road  
Cumming, GA 30040

Dear Mr. Shifflet:

The City of Cartersville is pleased to offer its support to Georgia Highlands Medical Services’ request for funding from the Bureau of Primary Health Care to continue serving our community.

As you know, the City of Cartersville is a progressive, attractive community providing people the opportunity to work, learn, live and play in connection with one another. From a vibrant, pedestrian-friendly downtown city center with everything from retail, restaurants and historical sites to the Grand Theatre as well as home to the Etowah Indian Mounds Historic Site among many other attractions, the City of Cartersville is fairing extremely well these days. We are rapidly growing, and we work at ensuring that we maintain the charm, quality of life and small town feel that make Cartersville so appealing.

Before, during and well after this growth, we are also very aware that there are many in our community who are low income and struggle to access health care services. That number continues to increase. We are grateful that Georgia Highlands Medical is present and providing access to those residents daily. Your presence has dramatically increased access to health care, and, we believe, improved the health and quality of life of our community. Most recently, we are very pleased to hear that Georgia Highlands is currently in the process of growing and doubling its provision of family practice and mental health services in our community over the next year. You continue to partner and collaborate with other community organizations and support our City and community.

Likewise, Georgia Highlands Medical Services can count on the City of Cartersville for support in your work. We are committed to working with you to achieve better health for our community and welcome the opportunity to assist in any way possible.

Sincerely,

Matt Santini  
Mayor



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Proposals
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Proposal for January 20-21, 2023 City of Cartersville Visioning Session
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	In preparation of our January 2023 City Council Visioning, I propose to contract with Catherine Bennett Consulting for facilitating our meetings. This is a budgeted item and is recommended for your approval.
<b>LEGAL:</b>	N/A



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Firefighters Cancer Insurance Policy Renewal
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Terry Watkins Insurance has provided the city with the annual cancer insurance policy for city firefighters with a premium of \$13,320. This is a requirement under Georgia law for the city to provide this insurance and I recommend approval of this insurance premium.
<b>LEGAL:</b>	N/A

**CHUBB**

ACE American Insurance Company  
(A Stock Company)  
Philadelphia, PA 19106

# Georgia Firefighter Cancer Insurance Application

Application is hereby made for a plan of Blanket Cancer Insurance based on the following statements and representations:

**Policyholder (Full Legal Name):** City of Cartersville

Street Address: 19 North Erwin Street

City, State, Zip: Cartersville, GA 30120

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Number: PTP N16744268

Policy Effective Date: January 1, 2023

Policy Term: January 1, 2023 to January 1, 2024

**CLASSES OF ELIGIBLE PERSONS** (elect all that apply):

- Class 1: All full-time & part-time firefighter employees of the Policyholder as defined in Code Section 25-4-2 who are in Active Service, who have served 12 consecutive months as a firefighter and for whom the required premium has been paid.
- Class 2: All volunteer firefighters of the Policyholder as defined in Code Section 25-4-2 who are in Active Service, who have served 12 consecutive months as a firefighter, who are not employed by another GA fire department and for whom the required premium has been paid.

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

A full-time or part-time employee firefighter of one fire department who is also a volunteer firefighter simultaneously at another fire department will be eligible to be insured as an employee firefighter only.

Any Insured who is simultaneously a member of more than one fire department at the time of Diagnosis may only receive Cancer Benefits from one fire department.

For any insurance paid for in part, or wholly, by individual Insureds, the Applicant will support enrollment activities and allow all eligible persons an opportunity to enroll. No brochures or any material referencing the requested insurance will be published without the prior written approval of the Insurance Company.

**PLAN BENEFITS** (elect all that apply for the classes above):

**Benefits:** Lump Sum and Disability Cancer Benefits  
 Survivor Benefit

**PREMIUM:** **Class 1:** \$13,320  
**Class 2:** \$Not Applicable

**TOTAL PREMIUM:** \$13,320 per Policy Term

The Applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance.

**WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.**

\_\_\_\_\_  
Signed for the Policyholder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed by Licensed Resident Agent  
(Where Required by Law)





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Wellness Program for 2023
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	For the past four years, city employees, excluding fire personnel, have been required to have a biometric screening done and one follow up visit with a health coach. This service has been provided by Corporate Health Partners (CHP) and for 2023 they have proposed the cost for this same testing to be \$89.00 per employee, plus \$2,500 in management fees. For 233 employees, this totals \$23,881.00, which if approved, can be paid from the \$50,000 wellness credit given to us by Anthem (BCBS) Insurance.
<b>LEGAL:</b>	N/A



## Exhibit A to the Client Services Agreement

### Third Extended Service Term per Section 4 of Client Services Agreement

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CHP Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name: City of Cartersville

Service Term: From: January 1, 2023 To: December 31, 2023

Participant/Locations Count:

Location: Cartersville, GA Eligible Employees: 233

Total Eligible Employees: 233

Pricing & Payment Terms:

Item	Billing Criteria	Eligible Employee Count	Estimated Participation	Estimated # Participants	Rate	Annual Fee	20% due at Agreement Signing (no later than 12-15-22)	Balance Due 30 Days after Start of Screenings	
Health Awareness - Health Screening and Personalized 30-Minute Results Coaching Session	Per Participant	233	98%	229	\$89.00	\$20,381.00	\$4,076.20	\$16,304.80	
Corehealth Platform	NA	NA	NA	NA	NA	<i>Annual Fee of \$3000 being waived this year</i>			
Weight Loss Challenge	NA	NA	NA	NA	NA	\$1,000.00	\$200.00	\$800.00	
Management Fee	NA	NA	NA	NA	NA	\$2,500.00	\$500.00	\$2,000.00	
<i>Note: Billing will be trued up to actual participation once screening phase has been completed</i>						<b>Totals</b>	<b>\$23,881.00</b>	<b>\$4,776.20</b>	<b>\$19,104.80</b>

**Optional Services:**

Item	Fees	Initialed By Client if option is
3-Sessions Coaching Series	\$75 per year per participant billed monthly	
Live Better Feel Better Weight Loss Program (12 sessions)	\$1,250.00 (Maximum class size of 15)	

Services Included:

- ✓ **Participant Web Portal** – Robust, high-tech portal available via computer or mobile devices. Specific features include:

<i>Personalized with client logo</i>	<i>Individual goal setting and tracking</i>
<i>Online education</i>	<i>Steps synced with participant tracker device</i>
<i>Social/Peer support</i>	<i>Online Health Risk Assessment</i>
<i>Individual Risk Assessment Report</i>	<i>Appointment reminders</i>
<i>Online scheduling of health screening</i>	<i>Program compliance tracking (points)</i>

- ✓ **Review & Planning Session** – CHP Team meets with Client to familiarize themselves with company culture, determine best locations, dates, and times for screenings and results coaching, discuss communication of the program to employees (kick-off meetings), schedule additional meetings with department heads if necessary, discuss time-line and other aspects of the program (healthy breaks, wellness committee, etc.)
- ✓ **Online Wellness Assessment/Health Risk Assessment** - A census of client employees is imported into our web portal and assigned a unique Member ID to complete and access their Wellness Assessment/HRA
- ✓ **Biometric Screening** – CHP Screening Team collects body measurements (height, weight, waist circumference, and blood pressure) and blood draw (Total Cholesterol, HDL, LDL, Triglycerides, and fasting glucose or A1C). CHP staff will confirm that all paperwork and the Wellness Assessment/HRA have been completed and schedule their follow up appointment with the CHP Health Coach to review their results. There is generally no more than one onsite health screening event per 50 employees.
- ✓ **Individual Risk Assessment Report** – A comprehensive report of the participant’s overall health will be available for review on the web portal within five business days of the screening.
- ✓ **Aggregate Management Report** – After completion of the screening process, a comprehensive Health Management Aggregate Report and an Executive Summary will be presented to the client. This report will contain valuable information including the number of employees who are in a chronic disease state or at risk for future chronic disease.
- ✓ **Incentive Management** – The CHP Program Manager along with the internal CHP support team will track and report on participant compliance and provide Client with timely and accurate information for related payroll adjustments or account contributions.
- ✓ **Cohort Report** – Beginning with the second program year (following the second screening) and every year thereafter, CHP will prepare and present a comprehensive Cohort Report that will provide a comparison of risk levels and risk factors for those employees that participated in each of the screenings for each of the program years.
- ✓ **30-minute one-on-one Results Coaching Session with CHP Health Coach** – Participants will be scheduled post-screening for a session with a CHP Health Coach to review in detail and answer any questions they may have regarding their health risk report. Participants will also work out health goals with action plans and discuss how to overcome obstacles.
- ✓ **Weight Loss Challenge** – CHP will promote, deploy, and facilitate an 8-week weight loss challenge. Communications will be sent, and regular weigh-ins will be facilitated by the CHP Program Manager. Cost above does not include any incentives related to the Challenge.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Public Works - Stormwater
<b>AGENDA ITEM TITLE:</b>	1-Ton Dual Rear Wheel Diesel Dump Truck
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Public Works department is requesting authorization to purchase a 1-Ton dual rear wheel diesel dump truck to replace vehicle #6053 (2001 F-350 dump truck in significant need of repairs). We received one bid for the dump truck replacement from Prater Ford in the amount of \$71,748.60 and have submitted it for approval. This requested replacement dump truck is a budgeted item.
<b>LEGAL:</b>	N/A



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

DATE: September 2, 2022

TO: Automobile Dealers  
Fleet Sales Personnel

FROM: Bill Trott, Garage Supervisor

RE: Vehicle Bids

Enclosed is the bid request sheets along with the other documents for the vehicle that the City of Cartersville Storm Water Department will be purchasing one 1 Ton Dump Truck. If you have any questions on the vehicles, please contact the individual listed on the top of the vehicle specifications page.

Bids must be submitted in the same format as the attached sheets, prices must be good for 60 days from date of bid deadline, and bidders must furnish specification sheets to support submitted bids. Bid prices must include all costs including delivery charges.

Deadline for submission of vehicle bids is Monday, October 24, 2022 at 10:00 A.M. EST at the City Manager's office 1 North Erwin Street, Cartersville, Georgia. ALL DOCUMENTATION INCLUDED IN THE BID PACKAGE MUST BE COMPLETED AND SUBMITTED WITH THE QUOTES TO BE CONSIDERED FOR AWARD

The following documents have been included in this bid package and all of these documents should be included in your return bid to the City:

- 1) Vehicle Specifications
- 2) Non-Collusion Affidavit
- 3) Bidders Declaration
- 4) Certificate of Non-Discrimination
- 5) Drug-Free Work Place Certificate

Send or deliver your bid in a sealed envelope marked "Stormwater Department 1 Ton Dump Truck" to my attention at:

City of Cartersville  
P.O. Box 1390  
Cartersville, GA 30120

The City reserves the right to reject any or all bids or to accept only the bid, which the City deems, is in their best interest.

All bids submitted shall be subject to acceptance or rejection and the City of Cartersville specifically reserves the right to accept or reject any and all bids, to waive any technicalities and formalities in the bidding.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the City of Cartersville.

Jerry R. Hicks      Prater Ford, Inc  
Name of Individual, Partner,      Company  
or Corporation

Municipal Sales Director      705 South Wall Street  
Title      Address

Jerry R. Hicks      Calhoun, Ga. 30701  
Authorized Signature      City, State, and Zip Code

706-629-2883  
Company Phone Number

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to October 19, 2022 at 2:00 p.m. but may not be withdrawn after such date and time.

That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

	
Name	Title

Name	Title

AFFIX CORPORATE SEAL (If Applicable)





CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Prater Ford  
 Bidder  
 Charles D. Prater  
 Signature  
 [Handwritten Initials]  
 Title

NON-COLLUSION AFFIDAVIT



The following affidavit is to accompany the bid:

STATE OF Georgia

COUNTY OF Gordon

Owner, Partner or Officer of Firm Charles D. Prater

Company Name, Address, City and State Prater Ford, Inc  
705 South Wall Street Calhoun

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Prater Ford, Inc  
Firm Name

Charles D. Prater  
Signature

VP  
Title

Subscribed and sworn to before me this 10 day of NOV 2022.

Stephanie E. Stovall  
Notary Public



CITY OF CARTERSVILLE  
DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and

2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Prater Ford, Inc

Bidder

Charles D. Prater

Authorized Signature

Charles D. Prater

Printed Name

VP

Title

11-10-2022

Date

**City of Cartersville**  
**Stormwater Division**  
**1-Ton Dual Rear Wheel Diesel Dump Truck**

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.

**Model Year: Current** **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.**

**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.

Stormwater Dept. - One-Ton Dual Rear Wheel Diesel Chassis With Bed	Meets Specifications		COMMENTS
	YES	NO	
Engine - Heavy Duty Diesel	X		
Cab - regular Cab	X		
Model Type - Work-Standard (list package)	X		XL
Long Wheel Base - specify length from cab (min 60")	X		
<b>Automatic Transmission, w/ 2-wheel drive</b>	X		
Heavy-Duty Handling/Trailer Suspension Package	X		
Towing Package (meet or exceed 14,000 lbs.)	X		
Integrated Trailer Brake Control System	X		
Towing Mirrors - telescope out/in	X		
Air Conditioning & Heat	X		
Vinyl Bench Seat	X		
Power Steering	X		
Rubber Flooring w/ Rubber Floor Mats	X		Mats Dir. Installed
Exterior Color - White	X		
Interior Color - Grey	X		
Tires/Wheels - 6-Heavy Duty Rims-Steel or Aluminum (specify), Tires - Heavy-Duty (specify)	X		Steel Wheels
Blue Tooth Hands Free Phone System	X		

Full size spare tire	X		
Warranty - Specify - Miles/Years	X		3-36,000 Bumper to Bumper 5-60,000 Powertrain 1.5-100,000 Diesel Eng.
3 sets Keys	X		2 Factory - 1 Dlr. Furnished
<b>Total Unit Price for Truck</b>			<b>54,461.60</b>

Please complete the following info on the vehicle you are submitting a bid for:

Make - Model Type:	Ford F-350 Reg Cab & Chassis DRW 4x2
Engine Model/Type/HP:	6.7 Liter V-8 Diesel
Towing Capacity:	13,500 lbs (2022 model)
Payload Capacity:	7430 lbs (2022 model)

**BED SPECIFICATIONS**

8 Foot Dump Bed	Meets Specifications		COMMENTS
	YES	NO	
8' Steel Dump with VC516 Electric Hoist	X		9ft.
42" Solid Headboard w/ Peep Hole and Cab Protector		X	40"
3/16" Smooth Floor	X		
Stake Board Holes on Sides	X		
7' Wide Dump Bed		X	96 inches (8'ft.)
Heavy Duty Receiver Hitch and 7 Pin Plug	X		
Lights	X		LED Body lights
Mud Flaps	X		
Screen Type Tarp System	X		
Painted Black	X		
Installed on Truck Cab and Chassis Referred to Above	X		

**Total Unit Price for Bed** # 17,287.00

**Combined Total Price for Truck and Bed**

Anticipated number of weeks until delivery (after approval): 24 to 26 weeks (Estimated)

Bid Submitted By: Vendor **Prater Ford, Inc**  
 Contact Person **Jerry R. Hicks**



CNGP530

VEHICLE ORDER CONFIRMATION

11/07/22 16:57:09

==>

Dealer: F21422

Page: 1 of 1

Order No: 0000 Priority: A2 Ord FIN: QD456 Order Type: 5B Price Level: 315

Ord PEP: 640A Cust/Flt Name: CARTERSVILLE PO Number:

2023 F-SERIES SD

RETAIL

RETAIL

F3G F350 4X2 CHAS/C \$46870

425 50 STATE EMISS NC

145" WHEELBASE

JOB #1 BUILD

Z1 OXFORD WHITE

512 SPARE TIRE/WHL2 350

A VNYL 40/20/40

61J JACK NC

S MED DARK SLATE

65Z AFT AXLE TANK NC

640A PREF EQUIP PKG

67X XTR HS SUSPEN 125

.XL TRIM

86M DUAL BATTERY NC

572 .AIR CONDITIONER NC

SP DLR ACCT ADJ

.AMFM/MP3/CLK

SP FLT ACCT CR

99T 6.7L V8 DIESEL 9995

FUEL CHARGE

44G 10-SPD AUTOMATC NC

NET INV FLT OPT NC

TD8 .LT245 BSW AS 17 NC

DEST AND DELIV 1795

X37 3.73 REG AXLE NC

B4A TOTAL BASE AND OPTIONS 59135

FLEET SPCL ADJ NC

TOTAL 59135

14000# GVWR PKG

\*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

V1DP0609

2



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Electric
<b>AGENDA ITEM TITLE:</b>	¾-Ton Work Trucks (2)
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Electric Department is requesting authorization to purchase (2) two ¾-ton work trucks to replace vehicles #505 (2010 1500 series) and #510 (2006 F-150). We received one bid for the work trucks from Prater Ford in the amount of \$53,663.16. The total submittal for approval is \$107,326.32. The requested work truck replacements are budgeted items.
<b>LEGAL:</b>	N/A

# City of Cartersville Bid Request Form



## Information for Bid Posting

Requested By Bill Trott  
 Date 5-24-22  
 Bid Title Vehicle  
 Contact Name Derek Hampton  
 Contact Phone 770-387-7403  
 Contact Email dhampton@cityofcartersville.org  
 Bid Start Date & Time May 24,2022 @ 10:00 a.m.  
 Bid Close Date & Time June 15, 2022 @ 10:00 a.m.  
 Pre-Bid Conference  Mandatory  Optional  None

Pre-Bid Conference Location

Pre-Bid Conference Date / Time

Brief Summary of Bid

Enclosed is the bid request for THREE QUARTER TON WORK TRUCK City of Cartersville Electric Department will be purchasing.

Deadline for submission of vehicle bids is June 15, 2022 @ 10:00 a.m. EST at the City Managers office 1 North Erwin Street Cartersville GA, 30120. All documentation included in the bid package must be completed and submitted with the quotes for consideration.

Send or Deliver your bid in a sealed envelope marked with "City of Cartersville Three Quarter Ton Work Truck Bid(s) with make, model and year of the Truck. The Following documents must be included in your return bid.

- 1) Certificate of Non-Discrimination
- 2) Non- Collusion Affidavit
- 3) Bidders Declaration
- 4) Drug Free Workplace Certificate
- 5) Specification Sheets

Please Include all attachments needed for bid posting



**BIDDERS DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **June 15, 2022 @ 10:00am** but may not be withdrawn after such date and time.

That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

**BIDDER:**

Prater Ford-Inc Jerry R. Hicks Jerry P. Hicks

Name Title

Municipal Sales Director

Name Title

**AFFIX CORPORATE SEAL (If Applicable)**

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Prater Ford Inc.

Bidder  
Charles D. Prater

Signature  
CP

Title

**CITY OF CARTERSVILLE  
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full.

The Bidder further certifies that:

- 1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
- 2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A.

Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Prater Ford, Inc

Bidder

Charles D. Prater

Authorized Signature

Charles D. Prater

Printed Name

VP

Title

10/31/22

Date

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF Georgia  
COUNTY OF Gordon

Owner, Partner or Officer of Firm Charles D. Prater

Company Name, Address, City and State Prater Ford, Inc  
705 South Wall Street Calhoun, Ga 30701

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Prater Ford, Inc

Firm Name  
Charles D. Prater

Signature  
[Signature]

Title

Subscribed and sworn to before me this 10 day of NOV 2022.

Stephanie E. Stovall

Notary Public



**City of Cartersville**  
**Electric Department**  
 Contact: Derek Hampton - 770-387-7403

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.

**Three-Quarter Ton Work Truck**  
**Current Model Year Available**

**Quantity: 2**

**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.

Electric Dept. - Three-Quarter Ton Work Truck	Meets Specifications		
	YES	NO	COMMENTS
Heavy Duty V8 Engine	X		6.8 Liter V-8
Cab - Extended Cab	X		
8' bed	X		
Long Wheel Base	X		
Automatic Transmission, w/ 4-wheel drive	X		
Heavy-Duty Handling/Trailer Suspension Package	X		Payload Upgrade Pkg
Towing Package with 2 Inch Receiver and 4/7 pin connection	X		
Integrated Trailer Brake Control System	X		
Towing Mirrors - Telescope in/out	X		
Air Conditioning & Heat	X		
Cloth Seat - (40/20/40)	X		
Standard AM-FM Radio with Bluetooth	X		
Back-Up Camera with Monitor and proximity sensors	X		Requires 360 Camera Pkg + XL Drivers Asst. to get Rev. Sensors
Power Steering	X		

Power Brakes	X		
Rubber Flooring w/ Rubber Floor Mats	X		Rubber Floor Mats Dir. Installed
Spray-In Bed Liner	X		
Exterior Color - White	X		
18" Heavy Duty Rims-Steel		X	17" Steel
Full size spare tire	X		
4" step boards	X		
3 Sets of Keys	X		2 Factory - 1 Dealer
Power Windows	X		
Cab Guard with light bar mounting	X		Back Rack Bulkhead w/ Cab Guard, mounting kit, mini light bar mount Go light 65 watt remote power spotlight Amber/clear mini light bar
<b>Total Per Unit Price</b>		53,663.16	

Anticipated number of weeks until delivery (after approval): 24-26 weeks (Estimated)

Bid Submitted By: Vendor  
 Contact Person  
 Telephone Number

Prater Ford, Inc  
Jerry R. Hicks  
706.829.2883

CNGP530 11/14/22 10:28:57

==> Dealer: F21422

Page: 1 of 2

VEHICLE ORDER CONFIRMATION

2023 F-SERIES SD

Order No: 0000 Priority: A2 Ord FIN: QD456 Order Type: 5B Price Level: 315

Ord PEP: 600A Cust/Flt Name: CARTERSVILLE PO Number:

RETAIL

X2B F250 4X4 S/C \$49305

164" WHEELBASE

Z1 OXFORD WHITE

A VNYL 40/20/40

S MED DARK SLATE

600A PREF EQUIP PKG

.XL TRIM

572 .AIR CONDITIONER NC

.AMFM/MP3/CLK

99A .6.8L DEV V8 ENG NC

44F 10-SPD AUTOMATC NC

TD8 .LT245 BSW AS 17

X37 3.73 REG AXLE NC

JOB #1 BUILD

FLEET SPCL ADJ NC

F1=Help

F4=Submit

S006 - MORE DATA IS AVAILABLE.

RETAIL

18B PLAT RUNNING BD \$445

10600# GVWR PKG

425 50 STATE EMISS NC

JACK

68U PAYLOAD UPGRADE 100

85S TOUGH BED 595

874 360-DEG CAM PKG 1150

.BLIS

TOTAL BASE AND OPTIONS 54120

TOTAL 54120

\*THIS IS NOT AN INVOICE\*

\* MORE ORDER INFO NEXT PAGE \*

F8=Next

F2=Return to Order

F5=Add to Library

F3/F12=Veh Ord Menu

QC00257

V1DP0403

2



CNGP530

VEHICLE ORDER CONFIRMATION

11/14/22 10:29:14

==>

Dealer: F21422

Page: 2 of 2

2023 F-SERIES SD

Order No: 0000 Priority: A2 Ord FIN: QD456 Order Type: 5B Price Level: 315

Ord PEP: 600A Cust/Flt Name: CARTERSVILLE PO Number:

RETAIL

.REV SENSING STM

96D XL DRIVER ASST 730

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 1795

TOTAL BASE AND OPTIONS 54120

TOTAL 54120

\*THIS IS NOT AN INVOICE\*

F7=Prev

F1=Help F2=Return to Order

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

F3/F12=Veh Ord Menu

QC00257

V1DP0403

2



# CHEROKEE

## TRUCK EQUIPMENT, LLC

Meeting: December 1, 2022 Item 10.

550 Discovery Place.  
Mableton, GA 30126  
Phone: (770) 819-9146  
Fax: (770)-819-9184

11-11-22

Quote# 2440

Prater Ford  
Jerry Hicks  
City of Cartersville GA

We are pleased to offer, for your consideration, the following quote, with installation, and shipped direct to Mableton, GA.

Provide and install one (1) Back Rack bulkhead for Ford F250 pick up.

**Includes:**

- Back Rack cab guard
- Back Rack mounting kit
- Back Rack mini light bar mount
- Back Rack light mount
- Go Light- 65w remote power spot light
- Amber/clear mini light bar

**NOTE:** Quote does not cover change of equipment, surcharges, or change in freight charges. Quote does not cover any unforeseen issues related to the installation of quoted items.

Thank you for allowing Cherokee Truck Equipment to quote you on this equipment. If I can be of any assistance, please do not hesitate to call.

Sincerely,

Debby Robison  
Territory Sales Manager GA  
Cherokee Truck Equipment LLC  
Debby.robison@cherokeetruck.com  
470-233-1174 (C)

This quote is good for 15 days from the above stated date. There have been no applicable taxes applied to this quote. All orders are COD without an approved Cherokee Truck Equipment billing account. All credit and debit card payments are subject to additional processing fees incurred by Cherokee Truck Equipment, up to 2% of total amount due.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Medium Duty Work Truck
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Gas Department is requesting authorization to purchase a medium duty work truck to replace vehicle #922 (2005 F150). We received one bid for the work truck from Prater Ford in the amount of \$61,696.16. The requested work truck replacement is a budgeted item.
<b>LEGAL:</b>	N/A

# City of Cartersville Bid Request Form



## Information for Bid Posting

**Requested By** Bill Trott  
**Date** 5-16-22  
**Bid Title** Equipment  
**Contact Name** Michael Dickson  
**Contact Phone** 678-721-5462  
**Contact Email** mdickson@cityofcartersville.org  
**Bid Start Date & Time** May 16,2022 @ 10:00 am  
**Bid Close Date & Time** June 3,2022 @ 10:00am  
**Pre-Bid Conference**  Mandatory  Optional  None  
**Pre-Bid Conference Location**  
**Pre-Bid Conference Date / Time**  
**Brief Summary of Bid** Enclosed is the bid requests for MEDIUM DUTY WORK TRUCK City of Cartersville Gas Department will be purchasing .

Deadline for the submission of Vehicle Bids is June 3, 2022 at 10:00 am. EST at the City Manager ' s Office 1 North Erwin Street, Cartersville, Georgia 30120. All Documentation included in the bid package must be completed and submitted with the quotes for consideration.

Send or Deliver your bid in a sealed envelope marked with " City of Cartersville Equipment Bid(s) with Make,model and year of the Backhoe(s) "

The following documents have been included in this bid package and all of these documents should be included in your return bid to the city.

- 1) Certificate of Non-Discrimination
- 2) Non-Collusion Affidavit
- 3) Bidders Declaration
- 4) Drug Free Workplace Certificate
- 5) Specification Sheets

**BIDDERS DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **June 3, 2022 @ 10:00am** but may not be withdrawn after such date and time.

That the City of Cartersville reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Cartersville reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Cartersville has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Jimmy O. Prater Pres.

Name Title

Jimmy O. Prater PRES

Name Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Cartersville. The bidders may be declared, by the City of

Cartersville, ineligible for further contracts with the City of Cartersville until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Prater Ford, Inc

Bidder

Jimmy O. Prater

Signature

PRES-

Title

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF Georgia  
COUNTY OF Gordon

Owner, Partner or Officer of Firm Charles D. Prater

Company Name, Address, City and State Prater Ford, Inc  
705 South Wall Street Calhoun, Ga. 30701

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Cartersville or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Cartersville or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Prater Ford, Inc

Firm Name

Charles D. Prater

Signature

PRES.

Title

Subscribed and sworn to before me this 10 day of Nov 2022.

Stephanie E. Stovall

Notary Public



# CITY OF CARTERSVILLE DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full.

The Bidder further certifies that:

- 1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
- 2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A.

Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Prater Ford, Inc

Bidder

*Jimmy C. Prater*

Authorized Signature

JIMMY C. PRATER

Printed Name

Pres-

Title

11-10-2022

Date

**City of Cartersville**  
**Gas Department**  
 Contact: Michael Dickson 678-721-5462

Meeting: December 1, 2022 Item 11.

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.

**Medium Duty Work Truck**  
**Current Model Year Available**

**Quantity: 1**

**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.

Gas Dept. - Medium Duty Work Truck	Meets Specifications		COMMENTS
	YES	NO	
<b>1.0 - Cab &amp; Chassis</b>			
Regular Cab (2-door / 2-passenger) - 4X4	X		
Wheelbase Minimum of 203"		X	145"
Maximum Fuel Capacity Available-Minimum 40 Gallons	X		
Gasoline V8	X		
6 Speed Automatic Transmission	X		
Power Steering	X		
Power Disc Brakes	X		
Factory Air Conditioning	X		
Heavy Service Suspension Package - 40,000 lbs GVWR		X	13,000lb GWR
High Capacity Trailer Tow Package w/ Trailer Brake Controller		X	Trailer Brake Control STD Equip.
Limited Slip Rear Axle	X		4.30 Ratio E-locks
AM/FM Radio w/ OEM Factory Installed Hands-Free Phone Access	X		
Heavy Duty Vinyl 40/20/40 Split or Bench Seat - Front	X		
Intermittent Wipers	X		
Manual Trailer/Tow Mirrors	X		



Exterior Back Up Alarm	X		
Interior Color - Grey	X		
Exterior Color - White	X		
Full Coverage Rubber Floor Mat	X		
All Terrain BSW Tires	X		
Painted 19.5-inch wheels (Dual Rears)		X	
Tire Jack and tools	X		
Full size spare wheel/tire	X		
Pintle Hook Hitch Designed For The Vehicle's Max Tongue & Tow Weight Rating		X	
Platform Running Boards	X		
3 Sets of Keys	X		
Tow Hooks	X		
Full Skid Plate Package	X		
<b>2.0 - Utility Bed</b>			
Knapheide Model 600 Service Body (PN 6132D54J or equivalent)	Knapheide 6108F		
Service Body Shall Have 3 Outward Facing Compartments On Each Side	X		
Service Body Shall Have 1 Compartment On Top on Each Side With Dividers		X	
Compartment Depth: Minimim 20 inches		X	See Literature
Service Bed Length: 132 Inches		X	97.25
Bed Floor Width: 54 Inches		X	49.00
Body Height: 40 Inches	X		
Rear Step Bumper	X		
Rear Locking tailgate with one-hand release	X		
Cargo tie-downs in bed		X	
LED stop backup lights	X		
LED Compartment Light Kit		X	
Two Rear Mounted Adjustable Halogen Work Lights		X	

Total Per Unit Price 61,696.16

Anticipated number of weeks until delivery (after approval): 24-26 weeks Estimated

Bid Submitted By: Vendor Prater Ford, Inc

Contact Person/ Number Jerry Hicks

Pricing Includes 6108F Flip Top Service Body + Pintle Hitch



GP530 VEHICLE ORDER CONFIRMATION

11/10/22 08:23:43

Dealer: F21422

Page: 1 of 2

Order No: 0000 Priority: A2 Ord FIN: QD456 Order Type: 5B Price Level: 315

d PEP: 630A Cust/Filt Name: CARTERSVILLE PO Number:

RETAIL RETAIL

F3F F350 4X4CHAS/CS \$49165

.145" WHEELBASE 18B FLEET SPCL ADJ NC

Z1 OXFORD WHITE 10900# GVWR PKG 320

A VNYL 40/20/40 425 50 STATE EMISS NC

S MED DARK SLATE JOB #1 BUILD

630A PREF EQUIP PKG 67X XTR HS SUSPEN 125

.XL TRIM 76C EX BACKUP ALARM 150

572 .AIR CONDITIONER 872 RR CAM & PREP K 415

.AMFM/MP3/CLK

99N .7.3L DEV V8 ENG TOTAL BASE AND OPTIONS 52320

44G 10-SPD AUTOMATC TOTAL 52320

TCH .LT275/65BSWAS18 \*THIS IS NOT AN INVOICE\*

X4M 4.30 ELOCKING NC

512 SPARE TIRE/WHL2 350 \* MORE ORDER INFO NEXT PAGE \*

61J JACK NC F8=Next

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE. QC00257



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Surplus Equipment
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Surplus Equipment
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	A list of vehicles/equipment deemed as surplus by our departments is included for your review. I am requesting approval of this surplus to authorize the listing of these items for sale on GovDeals.
<b>LEGAL:</b>	N/A

<b>Surplus assets-vehicles November 2022</b>					
<i>Department</i>	<i>Asset #</i>	<i>VIN/Serial #</i>	<i>Description</i>	<i>Mileage</i>	<i>Problems</i>
<b>2400 Fire</b>	402	4P1CT02UXRA000669	1994 Pierce Squirt	47,913	Age
<b>3330 Water Pollution Control</b>	810	5NN00155	Caterpillar 924F	6432 hours	Age
<b>3100 Public Works</b>	N/A	N/A	Alamo flail mower attachment	N/A	Damaged
	6404	1FDXK84P8KVA46725	1989 Ford F800	40,952	Inoperable
	6009	1FTPW14V77FA.4582	2007 Ford F150	194,934	Mileage/repair costs
<b>540-3200 Solid Waste</b>	6236	1NPSL50X7AD111769	2010 Peterbilt GL370	69,247	Age/repair costs
<b>570-3900 FiberCom</b>	140	4S6CK58W814413665	2001 Honda Passport	67,803	Age



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Municipal Court
<b>AGENDA ITEM TITLE:</b>	Probation Services Contract
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Our existing contract for probationary services is up for renewal. There are two companies which currently serve our area, Professional Probation Services (PPS) and Supervision Services, Inc. (SSI). Our expiring contract is with Professional Probation Services. PPS had a local office for many years in Cartersville but now requires probationers to report to their Acworth location.</p> <p>To provide our probationers with a Cartersville office location, we are requesting Council approval to contract with Supervision Services, Inc. for our probationary services. SSI also has offices in Calhoun, Cedartown, Dallas, and Rome in which the probationers can report. Both companies provide their services at no cost to the City of Cartersville, all costs are borne by the probationer. Additionally, the probationers will not see an increase in their cost with this move.</p>
<b>LEGAL:</b>	Reviewed by Archer & Lovell



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Parks and Recreation
<b>AGENDA ITEM TITLE:</b>	New Program Provider Contracts
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>This item includes the Contracts for new Program Providers relating to new programs to be offered by Program Providers through the Parks and Recreation Department. Below are the Providers with their recommended Program offerings:</p> <p><u>Integrated Therapy</u> – Aqua Therapy at the SAC. The City shall be entitled to a payment of \$10.00 (ten dollars) per person per therapy session conducted by Integrated Therapy.</p> <p><u>N GA Aerials</u> – Aerial Classes at Gymnastics Center. The City shall be entitled to a commission of 25% of the gross registration fees paid by all Program Participants to N GA Aerials. The \$20.00 (twenty dollar) non-resident fee is fully payable to the City.</p>
<b>LEGAL:</b>	The Program Provider contract was updated by Keith Lovell.



**CITY OF CARTERSVILLE  
PARKS & RECREATION DEPARTMENT  
AGREEMENT FOR OUTSIDE PROVIDERS**

**THIS IS AN AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, between:

**THE CITY OF CARTERSVILLE**, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

**and**

**INTEGRATED THERAPY, LLC** hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0  
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **AQUA THERAPY AND THERAPY RELATED PROGRAM SERVICES** at the following location: Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"**. The PROVIDER will pay the DEPARTMENT or CITY per person per therapy session conducted by the PROVIDER at the above facility; provided the PROVIDER will not pay such amount for any aquatic sessions for which the pool temperature was less than the required minimum or for which the pool chemicals were not at a reasonably acceptable and comfortable level.

1.5 The PROVIDER will protect all health information of their individual patients and maintain the confidentiality of sensitive personal and medical information. The PROVIDER will not share this information with a third party and/or the DEPARTMENT.

Parks and Recreation Agreement for Outside Providers

1.6 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.7 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.8 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.9 ***The DEPARTMENT must approve any promotional material, flyers, and banners advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.10 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in (**Exhibit "A"**). It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.11 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT and the CITY as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.12 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.13 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.14 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.15 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other onsite activities being offered at such public facilities.



Parks and Recreation Agreement for Outside Providers

1.16 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER’s charge.

1.17 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.18 The PROVIDER shall not sublet any CITY facilities to any entity.

**ARTICLE 2.0**  
**Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER’s cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer’s instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

**ARTICLE 3.0**  
**Program Size Minimums:**

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit “A.”**

**ARTICLE 4.0**  
**Compensation and Method of Payment**

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a payment of \$10 (ten dollars) per person per therapy session conducted by the PROVIDER at the above facility.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will provide the CITY with a monthly report outlining each visit and patients date of service. A check for payment of these visits will be issued by the 10<sup>th</sup> of each month for the preceding month.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

**ARTICLE 5.0**  
**Independent PROVIDER**

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 6.0**  
**Insurance**

Parks and Recreation Agreement for Outside Providers

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- \$1,000,000 Combined Single Limit – each occurrence
- \$2,000,000 Combined Single Limit – general aggregate
- \$1,000,000 Personal Injury
- \$1,000,000 Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$100,000 each accident  
\$500,000 Disease-policy limit  
\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

Parks and Recreation Agreement for Outside Providers

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

**ARTICLE 7.0**  
**Term and Termination**

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until June 30, 2023, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY.

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

**ARTICLE 8.0**  
**Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

**ARTICLE 9.0**  
**Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (“ADA”), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

**ARTICLE 10.0**  
**Miscellaneous**

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, g

**Parks and Recreation Agreement for Outside Providers**

age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

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

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

Parks and Recreation Agreement for Outside Providers

**IN WITNESS OF THE FOREGOING**, the Parties have set their hands and seal the day and year first written above.

**CITY:**

ATTEST:

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

BY: \_\_\_\_\_  
MATT SANTINI, MAYOR

**PROVIDER:**

NOTARY:

\_\_\_\_\_  
*Ashley Owens*

BY: Harriet Adams  
NAME: HARRIET ADAMS  
TITLE: OWNER  
COMPANY: INTEGRATED THERAPY, LLC

[AFFIX CORPORATE SEAL]



Parks and Recreation Agreement for Outside Providers

EXHIBIT "A"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program

Name of Program: Integrated therapy
Participant Ages: Varies
Day/s of the week program is offered: Monday through Friday by appointment
Time of Program: By Appointment 7am to 5pm
Program Dates: 9/1/22 to 9/1/23
Program Fee: \$10 per person per therapy session
Program Enrollment: Minimum 1 Maximum 3
Materials to be supplied by participants: None

Materials to be supplied by PROVIDER: Aquatic therapy equipment approved by Director of the Parks & Recreation Department or designee
Materials to be supplied by CITY: No materials

Additional Program Requirements: Non-exclusive use of swimming pool, adjacent pool deck, locker room/bathroom use, storage space.

PROVIDER ('s) Name: Integrated Therapy, LLC
Address: 2221 Peachtree RD NE Ste D336
City/State/Zip Code: Atlanta, GA. 30309
Phone Number: (Day) 404-351-5307 (Evening) 404-351-5307
(E-mail): info@aquapt.com (Fax) 404-351-5308

Minimum Requirements:

- 1,000,000 General Liability Insurance
Letter(s) of Recommendation
Background Check

Office Use Only:

Program Rate: \$
# of programs in Session:





# REGAIN MOBILITY

“I have relied on Integrated Therapy and their talented group of therapists to help my patients for many years. They do an excellent job of rehabilitating my spine patients to either help them recover without surgery or facilitate their rehab from surgery. The staff is friendly and patients enjoy the experience and love the results.”

- Keith Osborn, MD  
Northside Orthopedic Institute

“Integrated Therapy is absolutely my first choice for aquatic therapy for my patients. My patients’ results have been outstanding and they actually enjoy going to therapy. It is a great option for my patients with spine pain. Many of them are able to exercise far more effectively in the pool than on land, particularly if other conditions such as joint arthritis make it difficult.”

- Krystal W. Chambers, MD  
Resurgens Orthopaedics

“Patients readily find they can move more freely in the water than on the land. They subsequently are more compliant with aquatic therapy and have a greater sense of accomplishment. The real value of Integrated Therapy is that the therapists motivate our patients to continue their exercise program by participating in aquatic classes after the initial prescribed course is completed. Improving strength and mobility then becomes a life time endeavor, instead of a short sighted, six week goal.”

- Kimberly Wilson, MD  
Piedmont Rheumatology Consultants, PC

“I have found Integrated Therapy to be a valuable resource for my patients...not only with respect to gentle strengthening and improving range of motion, but also diminishing pain.”

- Scott Pennington, MD  
Peachtree Orthopaedics

“From my pro athletes to weekend warriors, aquatic-based therapy accelerates recovery for my patients. Rehabilitation in a buoyant environment with specialized therapists reduces pain and improves flexibility and strength training. Integrated Therapy has been vital to my patients’ success in the crucial post-operative phase, when cross training is required after injury, and even for the most challenging cases where traditional therapy has not helped.”

- Beatrice Shu, MD  
Kaiser Permanente

## INTEGRATED THERAPY

OUTPATIENT AQUATIC PHYSICAL THERAPY

# EXPERIENCE THE HEALING OF WATER



# WHY WATER?

The utilization of the physical properties of water to promote healing and return patients to function is not a new concept. Thousands of years ago, the Greeks and Romans were known to design elaborate aqueducts in order to receive these healing benefits.

Aquatic physical therapy combines the benefit of exercise with the buoyancy and resistance of heated water to create a controlled, productive environment for rehabilitation. With a skilled clinical team and a state of the industry aquatic therapy program, both swimmers and non-swimmers of all ages can benefit from the healing effects of water therapy.

Integrated Therapy Founder Harriet Adams realized the benefits of aquatic therapy during her training in Bad Ragaz, Switzerland, where she learned amazing techniques, and experienced first hand the outcomes patients could achieve with this type of therapy.

Harriet founded Integrated Therapy in 1999 in Atlanta, and is a national speaker on aquatic therapy and author of the “Aquatic Exercise Toolbox.”



# INTEGRATED THERAPY



As the largest aquatic therapy provider in the Southeast, Integrated Therapy is committed to providing the highest quality of care possible. Utilizing the physical properties of the water, our goal is not only to restore each patient to their maximum function, but also provide education about their injury and tools for prevention.

Each therapist receives post-graduate continuing education in aquatic physical therapy, and is certified in basic water rescue skills. Therapists accompany each patient in the water during their treatment. We strive for our patients to see the same therapist at each visit.

- Harriet Adams, BA, PTA  
Founder / President

### OUR PARTNERS



Alpharetta ■ Athens East ■ Athens West ■ Briarcliff ■ Calhoun  
Cherokee ■ Cumming ■ Decatur ■ Douglasville ■ Fayetteville  
Forest Park ■ Franklin Springs ■ Gwinnett ■ Kennesaw ■ Johns Creek  
Marietta East ■ Marietta West ■ Roswell ■ Sandy Springs ■ Smyrna  
South Fulton ■ Stone Mountain ■ Winder ■ Woodstock

CALL: 888.297.5909 OR 404.351.5307 ■ FAX: 888.415.0775 OR 404.351.5308

[WWW.AQUA-PT.COM](http://WWW.AQUA-PT.COM)



# JUMP INTO THE WATER JUMP BACK INTO LIFE

## WHAT YOU CAN EXPECT

### OUR PHYSICAL THERAPISTS

Integrated Therapy specializes in the treatment of injuries to muscles, bones, ligaments, joints, and nerves. Our goal is to return patients to their normal activities while helping them move, feel better, and prevent re-injury.

Our focus is on the whole patient from start to finish. With personalized care, our staff will share expertise on prevention, knowledge about your diagnosis, current research, treatment options, and will assist you with navigating insurance questions.

### INITIAL VISIT

At your first visit, a thorough evaluation will be performed by a physical therapist on land. During the evaluation, your therapist may perform a series of tests to determine range of motion, muscle strength, postural alignment, abnormalities in walking pattern, body mechanics, or quality of movement. Short and long-term goals will be established in your plan of care.

### TREATMENTS

Under the careful guidance of physical therapists and physical therapist assistants, patients work on a wide range of exercises and activities designed especially for each patient. Your physical therapist will utilize the physical properties of the water to achieve your short and long-term goals.

### GOALS OF AQUATIC THERAPY

- Increase flexibility and range of motion
- Decrease pain
- Strengthen muscles
- Improve balance and coordination
- Reduce need for pain medication

### BENEFITS OF WATER

- The body can move more freely than on land
- Decreased compression on joints
- Swelling and inflammation is diminished
- Enhances aerobic capacity
- Adds natural resistance for strengthening the body

*\*At selected sites, we have Spanish speaking physical therapists.*

## DEFY GRAVITY

“As a busy spine physician, I am always looking for top-notch therapists to help me get my patients back on track. The therapists at Integrated Therapy have done just that. Exercise in an aquatic environment offers many advantages traditional physical therapy simply cannot. My patients love the therapeutic benefits of being in a buoyant, “weightless” environment, and more importantly, they now ENJOY doing their therapy exercises. Thanks to Integrated Therapy, I have a lot of very happy, pain-free patients!”

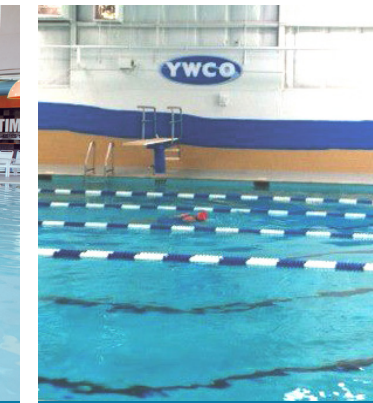
*- Reuben Sloan, MD  
Resurgens Orthopaedics*

“Integrated Therapy is the go-to group for aquatic therapy which defies gravity that puts stress on arthritic joints. In fact, some patients who can't walk on land can 'run' in a pool. Our patients love Integrated Therapy because the therapists empower them to improve their mobility.”

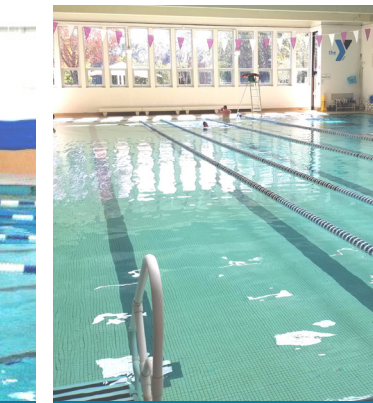
*- Hayes Wilson, MD  
Piedmont Rheumatology Consultants, PC*



Alpharetta



Athens East



Athens West



Briarcliff



Calhoun

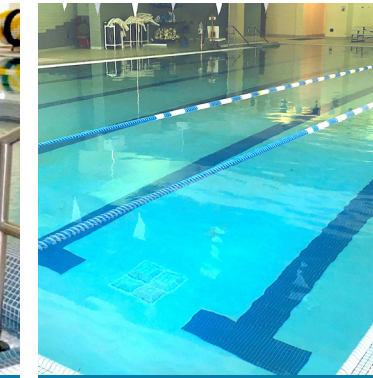


Cherokee

Meeting: December 1, 2022 Item 14.



Cumming



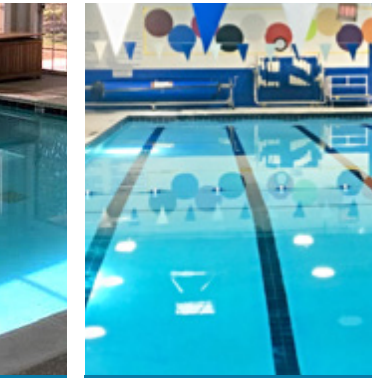
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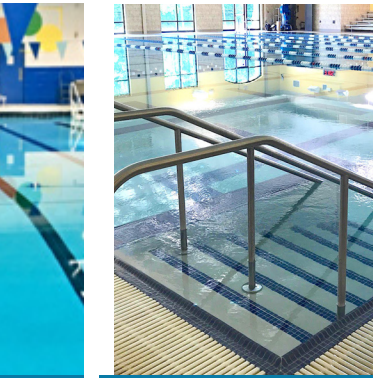
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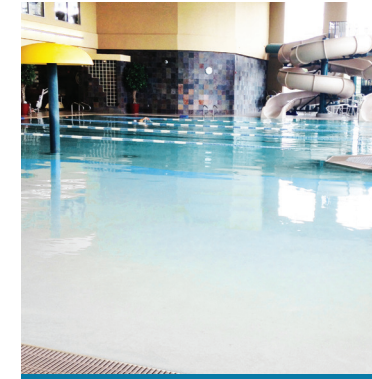
Fayetteville



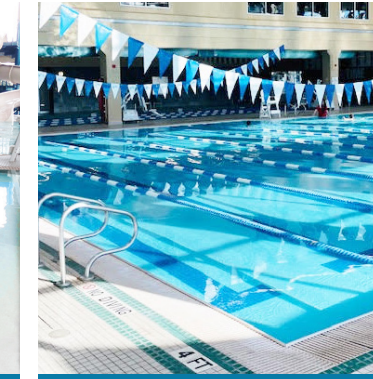
Forest Park



Franklin Springs



Gwinnett



Johns Creek



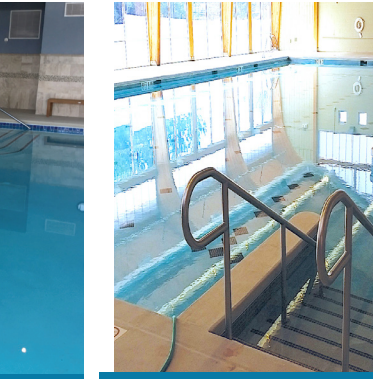
Kennesaw



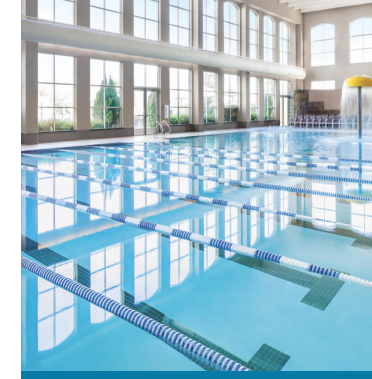
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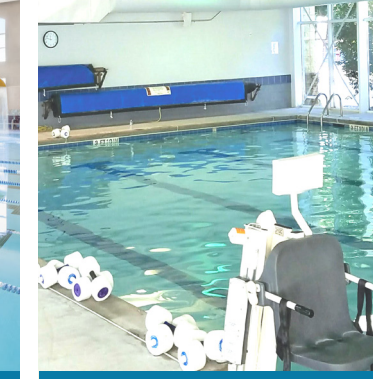
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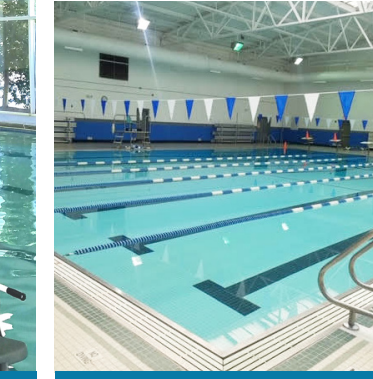
Roswell



Sandy Springs



Smyrna



South Fulton



Stone Mountain



Winder



Woodstock



**CITY OF CARTERSVILLE  
PARKS & RECREATION DEPARTMENT  
AGREEMENT FOR OUTSIDE PROVIDERS**

**THIS IS AN AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, between:

**THE CITY OF CARTERSVILLE**, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 100 Pine Grove Road P.O. Box 1390 CARTERSVILLE, Georgia 30120, hereinafter referred to as the "CITY."

**and**

**NORTH GEORGIA AERIALS LLC** hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.0  
PROVIDER's Services and Responsibilities**

1.1 PROVIDER shall conduct services generally described as **AERIAL CLASSES FOR ALL AGES** at the following locations: Gymnastics Center – 2 Lee Street, Cartersville GA.

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

1.3 The PROVIDER and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "DEPARTMENT", will agree upon program schedules. ***PROVIDER agrees to submit a Program Request Form to the Coordinator for each program being proposed eight (8) weeks prior to the beginning of each session.***

1.4 The fees charged to each participant will be as described in **Exhibit "A"** for residents of CARTERSVILLE and a surcharge of \$20 more for non-residents of CARTERSVILLE. The entire balance of this surcharge for non-residents shall be paid to the CITY.

1.5 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

## Parks and Recreation Agreement for Outside Providers

1.6 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to purchase the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.8 ***The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.***

1.9 The PROVIDER shall not promote any privately owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately owned business except as approved by the CITY. The PROVIDER may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in **(Exhibit "A")** unless approved by the CITY. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the PROVIDER.

1.10 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the CITY OF CARTERSVILLE BOARD OF EDUCATION as promulgated from time to time. **PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement**

1.11 All employees, assistants, volunteers, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT.

1.12 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.13 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules or regulations applicable to the use of the facility.

1.14 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's and DEPARTMENT's policies, rules, regulations and procedures, as well as those of the CITY OF CARTERSVILLE BOARD OF EDUCATION, and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

Parks and Recreation Agreement for Outside Providers

1.15 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.16 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with a CITY approved National Screening Program for all the provider's counselors, coaches, volunteers, subcontractors, employees or any other individuals that will come in contact with a child, at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results. *If the PROVIDER has recently had a background screening conducted by another agency, the CITY, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* PROVIDER and its employees must also execute a Waiver and Release of Liability holding the CITY and CITY OF CARTERSVILLE BOARD OF EDUCATION harmless.

1.17 The CITY shall require all participants in all programs to sign a Waiver and Release of Liability.

1.18 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.19 The PROVIDER shall not sublet any CITY facilities to any entity.

**ARTICLE 2.0**  
**Equipment & Materials**

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs. Fundraising activities conducted by the PROVIDER will not be permitted. The PROVIDER shall obtain the CITY's approval of any merchandise to be sold prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in a separate written agreement.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

Parks and Recreation Agreement for Outside Providers

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be cancelled and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

**ARTICLE 3.0**  
**Program Size Minimums:**

3.1 ACTIVE: Program sizes shall meet the minimum numbers of participants for each program as designated in **Exhibit "A."**

**ARTICLE 4.0**  
**Compensation and Method of Payment**

4.1 In consideration of the releases and indemnities contained herein and of the PROVIDER's services in connection with the programs and activities described herein, the CITY shall be entitled to a commission consisting of **25%** of the gross registration fees paid by all program participants to the PROVIDER, and the PROVIDER shall be entitled to **75%** of such fees paid, exclusive of the \$20.00 non-resident surcharge. The **\$20.00** non-resident surcharge is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER, i.e. PROVIDER membership fees and costs for uniforms and pictures to participants.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send

the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include the registration commission and all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

4.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

**ARTICLE 5.0**  
**Independent PROVIDER**

5.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law.

Parks and Recreation Agreement for Outside Providers

The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

5.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 6.0**  
**Insurance**

6.1 PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

6.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of

Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

6.4 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- \$1,000,000 Combined Single Limit – each occurrence
- \$2,000,000 Combined Single Limit – general aggregate
- \$1,000,000 Personal Injury
- \$1,000,000 Products/Completed Operations Aggregate

Parks and Recreation Agreement for Outside Providers

PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

6.5 Worker’s Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter’s employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer’s Liability \$100,000 each accident  
\$500,000 Disease-policy limit  
\$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor’s letterhead.

6.6 PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

6.7 The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement.

**ARTICLE 7.0**  
**Term and Termination**

7.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum (**see Exhibit A Program Enrollment**), the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be re-evaluated and execution or termination of the contract will be determined by the DEPARTMENT.

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2023**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

7.3 This Agreement may be terminated by the CITY for convenience upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER’s address set forth herein at the sole and exclusive discretion of the CITY. This Agreement may be terminated by the City immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

7.4 This Agreement may be terminated by PROVIDER upon giving at least thirty (30) days written notice of termination to the CITY. The CITY is NOT liable for any fees paid to PROVIDER.



Parks and Recreation Agreement for Outside Providers

7.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation.

7.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs, in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

**ARTICLE 8.0**  
**Indemnification**

8.1 PROVIDER agrees to indemnify and hold harmless the CITY and the CITY OF CARTERSVILLE BOARD OF EDUCATION, their trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY, the CITY OF CARTERSVILLE BOARD OF EDUCATION, or any third party arising out of, or by reason of, or resulting from the will full or negligent acts, errors, or omissions of the PROVIDER or its agents, officers, volunteers or employees.

8.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

**ARTICLE 9.0**  
**Americans with Disabilities Act**

9.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

9.2 PROVIDER's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

**ARTICLE 10.0**  
**Miscellaneous**

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

10.2 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

## Parks and Recreation Agreement for Outside Providers

10.4 The PROVIDER shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity. Accordingly, the City and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

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

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

Parks and Recreation Agreement for Outside Providers

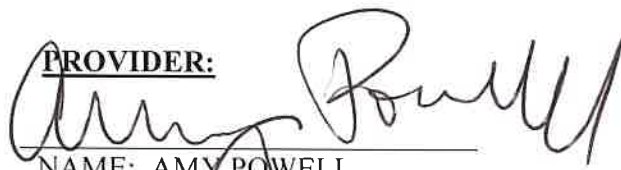
IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above.

CITY:

ATTEST:

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

BY: \_\_\_\_\_  
MATT SANTINI, MAYOR

PROVIDER:  
BY:   
NAME: AMY POWELL  
TITLE: PRESIDENT  
COMPANY: NORTH GEORGIA AERIALS LLC

[AFFIX CORPORATE SEAL]

NOTARY:

Who is

personally known

or

\_\_\_\_ proved to me based on satisfactory evidence to be the person

who appeared before me.

  
\_\_\_\_\_

(Signature of Notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: \_\_\_\_\_



Parks and Recreation Agreement for Outside Providers

**EXHIBIT "A"**  
**PROGRAM REQUEST FORM**

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program

Name of Program: Aerial Silks and Trapeze

Participant Ages: 5-100

Day/s of the week program is offered: Saturday

Time of Program: 9am to 2pm

Program Dates: indefinite to \_\_\_\_\_

Program Fee: \$25/class or \$85/month for one class (see website for more)

Program Enrollment: Minimum 3 Maximum 2 people per silk or

Materials to be supplied by <sup>PROVIDER</sup> ~~participant~~: silks, straps, aerial rigging, aerial equipment, aribeeners, mats piece of equipment

Materials to be supplied by <sup>participant</sup> ~~provider~~: appropriate attire

Materials to be supplied by CITY: facility, mats?

Additional Program Requirements: \_\_\_\_\_

PROVIDER ('s) Name: North Georgia Aerials

Address: 1780 Conasauga Rd

City/State/Zip Code: Ellijay GA 30540

Phone Number: (Day) 706 372 7425 (Evening) 706 406 3434 (Business)

(E-mail): north georgia aerials@gmail.com (Fax)

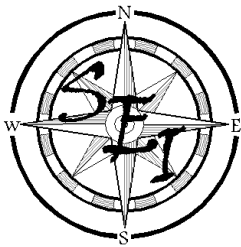
**Minimum Requirements:**  
1,000,000 General Liability Insurance  
Letter(s) of Recommendation  
Background Check

**Office Use Only:**  
Program Rate: \$ \_\_\_\_\_  
# of programs in Session: \_\_\_\_\_



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Engineering Services
<b>DEPARTMENT NAME:</b>	Parks and Recreation
<b>AGENDA ITEM TITLE:</b>	Topographic Information and Civil Engineered Design
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Parks & Recreation Dept is proposing Engineering Services for Topographic Information and Civil Engineered Design for the Pickleball Courts in the Tennis Center at Dellinger Park. The total amount for Stephenson Engineering, Inc. to provide these services is \$12,800.00. We are recommending to Mayor & Council for approval of these services through Stephenson Engineering Inc. This is a budgeted item.
<b>LEGAL:</b>	Keith Lovell reviewed this project and approved it as a GO Bond project.



November 3, 2022

Tom Gilliam  
City of Cartersville Parks and Recreation Department  
100 Pine Grove Road  
P.O. Box 1390  
Cartersville, GA. 30120

**RE: Proposal for Dellinger Park Pickleball Courts**

Dear Mr. Gilliam,

Thank you for the opportunity to help you with the topographic information and the civil engineering for the Pickleball Courts located at Dellinger Park, City of Cartersville, Georgia. Below is our estimate for these services.

**Scope of Services**

The scope of services to be provided by Stephenson Engineering, Inc. (SEI) is as follows:

SEI will provide customary civil engineering services related to the design phases of the proposed project as further outlined below.

**Civil Engineering Services**

**Topographic Information**

**\$1,300.00**

To include a field run topographic for the work area of the project

**Civil Engineering Design**

**\$11,500.00**

SEI will prepare Civil Engineering Design Plans for the civil/site portions of the work for submittal and approval of the plans. The Plans will include:

- Site Plan
- Grading and Drainage Plan
- Staking Plan
- Utilities Plan for relocation of existing utilities
- Hydrology Study to include hydrologic narrative in accordance with the Georgia Stormwater Design Manual Regulations for Water Quality, Downstream Analysis, Channel Protection and Overbank Flood Protection that is required by the permitting jurisdiction.
- Erosion and Sediment Control Plan, Narrative and Details
- Landscape Plan as required by the City of Cartersville
- Related details for site work, utilities, paving and erosion control, etc.
- Submittal of drawings and studies to the permitting jurisdiction for approval
- Follow up meetings and submittals

**Additional Services**

Construction administration, Project management, construction staking services or any additional services provided by Stephenson Engineering, Inc. in connection with this project, not specifically described above, will be considered Additional Services. Additional Services will only be provided with advance authorization from your office and will be billed at our hourly rate.

**Fees**

SEI will provide the services described herein on a lump sum basis, plus reimbursable expenses in accordance with our Schedule of Hourly Rates attached.

**Total Fee Civil Engineering Services = \$ 12,800.00**

**Reimbursable expenses will include:**


- Express delivery and courier fees.
- Travel expenses.
- Printing fees.
- Permitting fees and plans review fees.

Additional Services will be provided on either an Hourly or Lump Sum Fee basis, as agreed upon in advance, and in accordance with our Schedule of Hourly Rates attached, plus reimbursable expenses. Any additional expenses will first have to be approved prior to commencing on additional work.

**Terms and Conditions**

Engineer is authorized to begin performance upon its receipt of a copy of this proposal. Should you have any questions or comments, please call (770)382-7877. We appreciate having this opportunity and look forward to working with you on this and future projects.

Sincerely,  
Stephenson Engineering, Inc.



Kevin T. Stephenson, P.E.  
Principal Engineer

Accepted by: \_\_\_\_\_

**SCHEDULE OF HOURLY RATES**

<b><u>PERSONNEL</u></b>	<b><u>RATE/HOUR</u></b>
Principal or Managing Engineer	\$155.00
Project Engineer	\$ 95.00
Engineering Technician	\$ 85.00
Drafter/CADD Technician	\$ 75.00
Registered Surveyor	\$125.00
Survey Field Crew	\$150.00
Survey Tech	\$ 75.00
Research	\$ 65.00
Administrative Assistant	\$ 40.00

**REIMBURSABLE EXPENSES:**

Travel:

Automobile @ \$0.55/mile

Other travel expenses at actual cost

Other Expenses, at cost plus 15%:

Laboratory Analysis

Special delivery and express charges

Sub-consultants fees

Print Fees

Plans Review Fees

Permit Fees



**Exhibit A**

Access To Site: Unless otherwise stated, Stephenson Engineering, Inc. (“SEI”) will have access to the site for activities necessary for the performance of the services under this Agreement (“Services”). SEI will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The Client is responsible for payment of any such restoration costs.

Indemnification: The Client shall indemnify and hold harmless SEI and all of its personnel from and against any and all claims, damages, losses, or expenses (including reasonable attorney’s fees) arising out of or resulting from the performance of the Services, to the extent that any such claims, damages, losses, or expenses are caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Client or anyone directly or indirectly employed or utilized by the Client (except SEI).

Billings/Payments: Client agrees that SEI has the right to suspend or terminate Services if undisputed charges are not paid within 45 days of receipt of SEI’s invoice, and Client agrees to waive any claim against SEI, and to indemnify, defend, and hold Consultant harmless from and against any claims from third-parties, arising from SEI’s suspension or termination due to Client’s failure to provide timely payment. Client recognizes that any charges not paid within 30 days are subject to a late payment charge equivalent to 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Any charges held to be in dispute shall be called to SEI’s attention within ten days of receipt of SEI’s invoice, and Client and SEI shall work together in good faith to resolve their differences. If Client and SEI shall be unable to resolve their differences within 25 days, SEI shall have the right to suspend or terminate Services.

Limitation of Liability to the Client: In recognition of the relative risks, rewards and benefits of the project to both the Client and SEI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by the law, SEI’s total liability to the Client, for any and all injuries, claims, losses, expenses, or damages arising out of this Agreement, from any cause or causes, shall not exceed the total amount of SEI’s fee. Such causes include, but are not limited to, SEI’s negligence, errors, omissions, breach of contract or breach of warranty.

Termination of Agreement: This Agreement may be terminated upon 10 days’ written notice by either party should the other fail to perform their obligations hereunder. In the event of terminations, the Client shall pay SEI for all services rendered to the date of termination, all reimbursable expenses, and all termination expenses.

Ownership of Documents: All documents produced by SEI under this Agreement shall remain the property of SEI and may not be reused by the Client for any other endeavor without the written consent of SEI.

Dispute Resolution: As a condition precedent to the filing of suit in a court of law, any claim or dispute between Client and SEI shall be submitted to non-binding mediation, with a mutually agreeable mediator

Governing Law: This Agreement shall be governed by the laws of the State of Georgia.

Cost Estimates: Construction cost estimates are not included in this proposal, however, SEI cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable cost prepared or expressed by SEI. SEI shall be entitled to payment for services rendered as provided in this Agreement without regard to the actual cost of implementation of engineering drawings and specifications prepared by SEI.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Change Order
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	Mission Road Sewer Project Change Order
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>K.M. Davis Contracting Co., Inc. is currently under contract to construct the Mission Road gravity sewer replacement. The Notice to Proceed was issued January 31, 2021 and has experienced several delays since that time due to the CSX railroad bore, manhole manufacturing and delivery, and other sewer fitting supply chain delays.</p> <p>The contractor has been proactive in pre-ordering material and working portions of the job in parallel as much as possible, but the above-mentioned delays were not due to any negligence on the part of the Contractor.</p> <p>The Contractor has requested a no-cost time extension for the project. After consulting with the project engineer, Rindt Engineering, we have settled upon a time extension of 168 days to Substantial Completion and 154 days to Final Completion. This extends the project to Substantial Completion to April 14, 2023 and Final Completion to April 30, 2023.</p> <p>I recommend this no-cost, time extension change order for your approval.</p>
<b>LEGAL:</b>	N/A

10-November-2022

Mr. Ed Mullinax  
Assistant Director  
Cartersville Water Dept.  
148 Walnut Grove Road  
Cartersville, GA 30120

Re: Contractor Request For Construction Contract Time Extension  
Mission Road Gravity Sewer Replacement – Phase III

Ed:

K.M. Davis Contracting Co., Inc. is currently under contract with the City of Cartersville to construct the Mission Road Gravity Sewer Replacement (Phase III). As you are aware the Project start was tied to railroad permitting/scheduling that was out of the Contractor’s control. Subsequently, the project has experienced several other construction and material delivery delays.

We have received a letter from the Contractor (15-August-2022) requesting a contract time extension. Upon review of the Contractor’s request, and also based on additional Field Order changes that have been encountered during construction, we agree that a contract time extension is appropriate (with some modifications). We therefore recommend granting a no-cost time extension change order as outlined in the attached Change Order 1 document.

Please do not hesitate to contact us if there are any further questions or clarification/support needed to consider this request.

Sincerely,  
**RINDT, INC.**



Joshua A. Becker, PE  
Construction Manager

Attachments: CO-1



3259 AUSTELL ROAD MARIETTA, GEORGIA 30008  
Office: 770-434-0095 Fax: 770-434-1009

August 15, 2022

Rindt Engineering  
334 Cherokee Street  
Marietta, GA 30060

RE: City of Cartersville - Mission Road Gravity Sewer Replacement Phase 3

Subject: Request for Time Extension

We are sending this letter to request a time extension in order to complete the above referenced project. The original NTP was dated for January 31, 2022. However, K.M. Davis (KMD) did not receive authorization from CSX Roadmaster to commence with the permitted work until the week of April 4<sup>th</sup>. CSX had to reschedule the start date until the week of May 23<sup>rd</sup> and at that time KMD completed the work in the CSX right of way.

The start time was also delayed through the manhole submittal process. First, I would like to mention that KMD took special precautions to avoid any delays by having all the PVC pipe ordered and delivered to the project before the contract was signed because we had experienced unusual pipe delivery delays on other projects. We did not anticipate the extremely lengthy delay by the manhole manufacturer because their shop drawing submittals were not meeting the engineer's specifications. This was a five month process to get it correct. We apologize for the confusion and delays by the manufacturer during the submittal process and wished KMD could have been of more assistance. Because of these delays KMD would like to request a **185** day extension to complete the project.

We greatly appreciate your cooperation and looking forward to working together during this project.

Please feel free to reach out with any questions.

Sincerely,

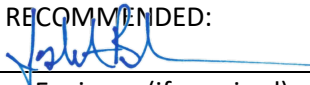
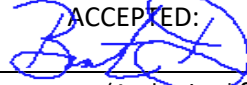
Brent Davis  
K.M. Davis Contracting

Date of Issuance:	Effective Date:
Owner: City of Cartersville	Owner's Contract No.: 505-3320-54-1331
Contractor: K.M. Davis Contracting Co., Inc.	Contractor's Project No.:
Engineer: RINDT, Inc.	Engineer's Project No.: R2017-019
Project: Mission Road Gravity Sewer Replacement Phase III	Contract Name:

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

Description: Construction time extension to incorporate multiple factors that have impacted the construction schedule, including: scheduling delays associated with the railroad permit & corresponding operations on the railroad R/W, material delays associated with vendor certification of proposed sewer manholes, material delays associated with required manhole castings, and additional time necessitated by field orders & design changes based on previously unknown subsurface conditions and various existing utility locations.  
 Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>2,388,728.30</u>	Original Contract Times: Substantial Completion: <u>28-October-2022 (270 days)</u> Ready for Final Payment: <u>28-November-2022 (300 days)</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order:  \$ <u>2,388,728.30</u>	Contract Times prior to this Change Order: Substantial Completion: <u>28-October-2022 (270 days)</u> Ready for Final Payment: <u>28-November-2022 (300 days)</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>0</u>	Increase of this Change Order: Substantial Completion: <u>14-April-2023 (168 days)</u> Ready for Final Payment: <u>30-April-2023 (154 days)</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>2,388,728.30</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>14-April-2023 (438 days)</u> Ready for Final Payment: <u>30-April-2023 (454 days)</u> days or dates

RECOMMENDED: By: <u></u> Title: <u>Project Manager</u> Date: <u>10-November-2022</u>	ACCEPTED: By: _____ Title: _____ Date: _____	ACCEPTED: By: <u></u> Title: <u>Vice President</u> Date: <u>11-10-22</u>
--	---	--

Approved by Funding Agency (if applicable)  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	Bioreactor Mixer Hoists
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The submersible mixers in each of the three (3) bioreactors of the WPCP are held in place, suspended four (4) feet above the bottom and twelve (12) feet below the water surface by a rail and cable hoist system. The recent construction project included a single hoist for each bioreactor. It has become apparent that an additional hoist for each bioreactor is needed. Mixer banks are located on opposite ends of the basins, requiring the complete disassembly of a hoist to move across the basin.</p> <p>We received 3 quotes for compatible hoists and manual winch assemblies. I recommend purchase of three of the 5PT20S hoists with M3 winch from the low bidder, Zoro Inc. for \$14,835.06. This is a budgeted maintenance expense to be paid from account #505.3330.52.2361.</p>
<b>LEGAL:</b>	N/A



# Quotation

Meeting: December 1, 2022 Item 17.

909 Asbury Drive  
Buffalo Grove IL 60089  
(855) 289-9676

**Date** 10/28/2022  
**Quote #** 349284  
**Expires** 11/27/2022  
**Shipping Method** Standard Ground  
**Shipping Tax Rate** 0  
**Contact Phone**  
**Customer PO#**

**Bill To**  
Scott Moody  
City of Cartersville  
102 Walnut Grove Road  
706-537-3537  
Cartersville GA 30120  
United States

**Ship To**  
Scott Moody  
City of Cartersville  
102 Walnut Grove Road  
706-537-3537  
Cartersville GA 30120  
United States

**Memo**  
Quotation valid for 30 days in quantities shown on the quotation. This Quotation and all final sales are subject to the Terms and Conditions of sale at [www.zoro.com](http://www.zoro.com).

Availability is not guaranteed and is subject to change. Items that have been marked discontinued are not available for purchase. Final tax and shipping costs will be calculated at the time of purchase.

Line No.	Z Number	Mfr #	Item	Qty	Units	Country of ...	Est. Lead Time (Days)	Rate	Amount
1	G5986283	5PT20S-M3	Davit Crane Up To 2000Lb Cap W/ Spur Gea	3	EA	US	19	4,695.02	14,085.06
2	Freight Cost		Freight Cost	3				250.00	750.00

<b>Subtotal</b>	14,835.06
<b>Shipping Cost (Standard Ground)</b>	0.00
<b>Total</b>	\$14,835.06



**QUOTATION**

Meeting: December 1, 2022 Item 17.

9378 Mason Montgomery Road – Suite # 405 Mason, OH 45040 (513) 274-0185

Scott,

Per your request, we are pleased to provide the following:

Quote Number: 6-0928-22	Quote Date: 9/28/2022
<b>Addressed To:</b>	<b>Ship To:</b>
City of Cartersville 102 Walnut Grove Road Cartersville, GA 30120 Attn: Scott Moody	City of Cartersville 102 Walnut Grove Road Cartersville, GA 30120 Attn: Scott Moody

Qty.	Description	Unit Price	Extended Price
3 ea.	5PT20S	\$ 3,568.00	\$ 10,704.00
3 ea.	M4312PBSS-K (Winch)	\$ 1,501.20	\$ 4,503.60
<b>TOTAL (Freight Not Included)</b>			<b>\$ 15,207.60</b>
<b>Freight charges (ALL SHIPMENTS FOB SHIPPING POINT)</b>			<b>\$ 495.00</b>

Lead time: 6-8 weeks

Todd A. Smith | Motion Savers



9378 Mason Montgomery Rd - Suite # 405  
 Mason, OH 45040  
 513.742.1000 ext 3185  
 513.274.0185 Fax  
[www.motionsavers.com](http://www.motionsavers.com)



# Hoists Direct

Hoists Direct LLC  
123 Charter Street  
Albemarle NC 28001  
USA

Phone 704-985-1110  
Fax 704-985-1122

Meeting: December 1, 2022 Item 17.

# Quotation

Quotation Number: SO108939  
Quotation Date: 9/26/2022  
Terms: To be Determined

<b>BILL TO</b>  <p style="text-align: center;">Misc. Customer</p>  <p>Attn: Scott Moody</p>	<b>SHIP TO</b>  <p style="text-align: center;">Misc. Customer</p>  <p>Attn: Scott Moody</p> <p>Ship Via:</p>
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YOUR ORDER NO.	DESCRIPTION City of Catersville
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Item ID/Description	Order Qty	UM	Price	Amount
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5PT20S-M3	3	Ea.	\$5,049.00	\$15,147.00
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Thern 2,000 Lb Portable Davit Crane with Stainless Steel  
*Manufacturer: Thern. Series: Commander. Model: 5PT20S-M3. Crane includes: 5PT20S 2,000 Lb. Crane - Stainless Steel, M3 Stainless Steel Spur Gear Hand Winch (M4312PBSS-K), 5BP20S Pedestal Base (Stainless Steel), Weight: 350 Pounds. Maximum Reach: 82", Maximum Height: 97", Standard Lift: 75' Adjustable Boom: Length and Angle. Does not include Wire Rope, see series WA25 (Galvanized) or WS25 (Stainless Steel).*

**Notes:**  
 Quote valid for 30 days  
 Estimated lead time: 4-6 weeks ARO plus freight time  
 \*\*PLEASE NOTE THIS DOESN'T INCLUDE WIREROPE\*\*  
 Freight not included in quote

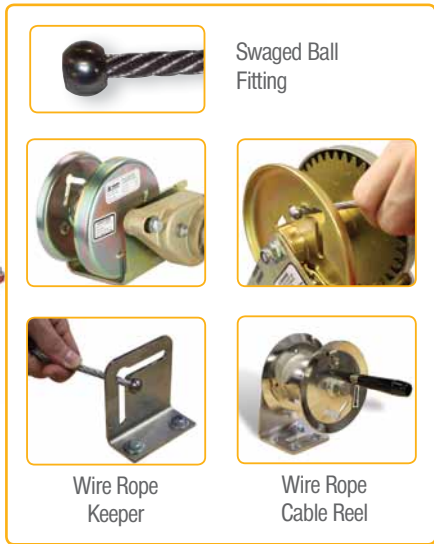
Our quotation includes only those goods or services which are listed in this quotation. Compliance with any other requirement is not guaranteed. Hoists Direct LLC terms of sale is available upon request or on the website: <https://www.hoistsdirect.com/sale-terms.pdf>. No other terms are applicable. If you would like a copy mailed, please contact us at 704-985-1110 or toll free at 866-464-7871.

**Subtotal:** \$15,147.00  
**Sales Tax:** \$0.00  
**Total:** \$15,147.00

# FEATURES AND BENEFITS

## **COMMANDER 2000**

**SERIES 5PT20  
CAPACITY 2000 LB  
907 KG**



Pedestal

Flush Mount

Wall Mount

Wheel Base

### TRADITIONAL FEATURES

#### MANUAL OR POWER OPERATION

Thern davit cranes can be configured with a manual winch for short, infrequent lifts or a power winch for longer lifts or heavier loads. Choose from Thern's spur or worm gear hand winches or power winches with 115/1/60V as well as pneumatic, hydraulic or DC Volt power operation.

#### EASY ADJUSTABLE BOOM

Boom extends to four positions with quick-release pin and adjusts angle with ratchet.

#### CORROSION RESISTANT FINISH

Electrostatic powder coated crane and stainless steel fasteners combine to resist corrosion in harsh environments. Other options available include: galvanized, stainless steel and epoxy finishes.

#### EASY ASSEMBLY/DISASSEMBLY

Quick-release clevis style stainless steel pins allow for easy assembly and quick disassembly for transport or storage. No tools required.

#### QUICK DISCONNECT ANCHOR

For quickly attaching or removing wire rope equipped with a swaged ball fitting - Allows the operator to leave the wire rope attached to the load at all times and simply remove the rope from the winch and attach to the optional wire rope keeper or cable reel.

#### VARIETY OF BASES

Pedestal, flush and wall mount bases allow for a variety of mounting solutions and are easily installed to a variety of solid surfaces with anchor bolts or other fastening methods. Bases sold separately. Base cap included with lanyard keeps water and debris out of base when crane is removed.

#### 2 -YEAR WARRANTY

Industry-leading two-year limited warranty on all our products.



# CRANES AND WINCHES

## **COMMANDER** **SERIES**

### FINISHES

#### Crane Finishes for Commander Series

All cranes come standard with Electrostatic Powder Coat red finish. Four optional finishes also offered are Galvanized, 304 or 316 Stainless Steel, and corrosion-resistant Epoxy. Custom colors are available per customer request - Please contact factory.



Finish	Code	Model Number		Options	Description
		CMDR 1000	CMDR 2000		
Powder Coat (Red)	RED	5PT10	5PT20	Standard N/C	Red electrostatic powder coating applied to all cranes - Good
Galvanized	GAL	5PT10G	5PT20G	Optional/Extra	An economical choice that provides extra protection - Better
304 Stainless Steel	304SS	5PT10S	5PT20S	Optional/Extra	Electro-polished for added protection - Best
316 Stainless Steel	316SS	5PT10S316	5PT20S316	Optional/Extra	A higher level of corrosion protection - Premium
Epoxy (Gray)	EPX	5PT10X	5PT20X	Optional/Extra	3-part epoxy is impact, fire, water, and slip-resistant - Premium

### WINCHES

#### For Commander Series



#### Hand Winches

Winch	Winch Model No.	Description	Finish	Approx. Ship Weight
M1	M4312PB-K	Spur gear hand winch with brake	Zinc Plated	28 lbs 12.7 kg
M2	4WM2-K	Worm gear hand winch with brake	Red Enamel	42 lbs 19.1 kg
M2X	4WM2EGRA-K	Worm gear hand winch with brake	Epoxy Paint (Gray)	42 lbs 19.1 kg
M3	M4312PBSS-K	Stainless steel spur gear hand winch with brake	Stainless Steel	28 lbs 12.7 kg

All hand winches include disc brake for load control and steel gear covers to protect gears and help prevent injuries. NOTE: Worm gear requires more turns with less effort than a spur gear winch.

#### Electric Winches

Electric Winch	Model No.	Line Speed		Finish	Power	Control (Pendant)	Approx. Ship Weight	
		1st Layer	Full Drum					
E2	4WP2-K	8 fpm	13 fpm	Enamel Paint	115 Volt, AC, Single Phase	6 ft	85 lbs	39 kg
E2X	4WP2EGRA-K	8 fpm	13 fpm	Epoxy Paint	115 Volt, AC, Single Phase	6 ft	85 lbs	39 kg
E4	4777-K	13 fpm	22 fpm	Enamel Paint	115 Volt, AC Single Phase	6 ft	110 lbs	50 kg
E4X	4777EGRA-K	13 fpm	22 fpm	Epoxy Paint	115 Volt, AC Single Phase	6 ft	110 lbs	50 kg
E4DC	4777DC-K	13 fpm	22 fpm	Enamel Paint	12 Volt, DC	10 ft	105 lbs	48 kg
E4XDC	4777DCEGRA-K	13 fpm	22 fpm	Epoxy Paint	12 Volt, DC	10 ft	105 lbs	48 kg



All electric winches mount on boom via quick mount bracket and are equipped with internal break for load control.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Water Department
<b>AGENDA ITEM TITLE:</b>	2023 Bulk Chemical Purchase
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The following chemicals are purchased for the water treatment plant and wastewater treatment plant on a weekly, bi-weekly, monthly, semi-annual, or annual basis and we frequently have orders in excess of \$7,500.00. Fixed prices have been requested from each vendor for a period ending October 31, 2023. This will eliminate the need for multiple recurring agenda items throughout the year, and will expedite our ability to order chemicals on an as needed basis.</p> <ul style="list-style-type: none"> <li>• Specialty Chemical Co., LLC – Sodium Hypochlorite, \$2.3275/gal</li> <li>• Cedar Chem – Polymer, \$3.09/lb</li> <li>• Southern Ionics – Sodium Bisulfite, \$2.27/gal</li> <li>• C&amp;S Chemical – Aluminum Sulfate, \$0.199/dry lb</li> <li>• Hawkins – Ortho-poly Phosphate, \$2.87/lb</li> <li>• Polytec, Inc. – Calcium Hydroxide (Lime Slurry), \$0.056/lb</li> <li>• Brenntag – Sodium Silicofluoride, \$1.786/lb</li> <li>• Brenntag – Chlorine Gas, \$0.7695/lb</li> <li>• Univar – Hydrofluorosilicic Acid, \$2.80/gal</li> <li>• JAT Energy – Diesel Fuel, Market Price/gal</li> <li>• Gilreath Oil – Diesel Fuel, Market Price/gal</li> <li>• Owenby Enterprises – Diesel Fuel, Market Price/gal</li> </ul> <p>The list includes the unit pricing from each vendor and these are budgeted purchases. If it is necessary to rebid or if a less expensive alternative is found, the updated vendor/pricing information will be brought forward for Council approval.</p>
<b>LEGAL:</b>	N/A

The 2022-2023 Chemical Bids listed below were approved for purchase by the Cartersville City Council on: \_\_\_\_\_  
 For Your convenience, Water - Blue, Wastewater = Green, Both = Cyan. The prices are good thru October 31, 2023.

<b>City of Cartersville Water &amp; Wastewater Treatment Chemicals Bid Tabulation for 2022-2023</b>				
<b>Chemical</b>	<b>Vendor</b>	<b>Meets Specification</b>	<b>Bid Price</b>	<b>Pricing Unit</b>
<b>Aluminum Sulfate Solution</b>	C&S Chemical	Yes	\$0.199	Dry lb.
	Southern Ionics	Yes	No Bid	Dry lb.
	Affinity Chemical	Yes	\$0.2225	Dry lb.
	Univar	Yes	\$0.2280	Dry lb.
	Chemtrade	Yes	\$0.2525	Dry lb.
	G2O Technologies	Yes	\$0.25176	Dry lb.
<b>Lime Slurry</b>	Polytec, Inc.	Yes	\$0.0560	Liquid lb
	Burnett Lime	Yes	\$0.0650	Liquid lb
<b>Chlorine Gas</b>	Brenntag	Yes	\$1.1660	Liquid lb
<b>Hydrofluorosilicic Acid</b>	Penco	Yes	\$3.01	Gallon
	Univar	Yes	\$2.8000	Gallon
<b>Sodium Hypochlorite</b>	Technology International	No (10% strength)	\$5.25	Gallon
	Brenntag	Yes	\$2.4200	Gallon
	Univar	Yes	\$4.1300	Gallon
	Specialty Chemical Co., LLC	Yes	\$2.3275	Gallon
<b>Sodium Bisulfite</b>	Southern Ionics	Yes	\$2.2700	Gallon
<b>Ortho-Poly Phosphate</b>	Hawkins Inc.	Yes	\$ 2.8700	Dry lb.
<b>Polymer</b>	Cedar Chem	Yes	\$ 3.0900	Dry lb.
<b>Sodium Fluorosilicate</b>	Brenntag	Yes	\$ 1.7860	Dry lb.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	FiberCom
<b>AGENDA ITEM TITLE:</b>	Dell Computers
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This item is the purchase of 21 Dell computers and accessories and is comprised of all budgeted computers in the 2022-2023 fiscal year. The total amount is \$28,523.60 and is a budgeted purchase to be paid from the 2020 SPLOST. It is recommended for approval.
<b>LEGAL:</b>	N/A



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000135933985.1</b>	Sales Rep	Ahmed Elmohandes
<b>Total</b>	<b>\$28,523.60</b>	Phone	(800) 456-3355, 6182076
Customer #	2133239	Email	Ahmed_Elmohandes@Dell.com
Quoted On	Nov. 07, 2022	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Dec. 07, 2022		CITY OF CARTERSVILLE
Contract Name	Georgia End User		P O BOX 1390
	Computing Agreement		1 NORTH ERWIN ST
Contract Code	C000000493100		CARTERSVILLE, GA 30120-3121
Customer Agreement #	99999-SPD0000161-0004		
Deal ID	24555481		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Ahmed Elmohandes

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
STEVEN GRIER CITY OF CARTERSVILLE 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 (770) 607-6299	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A	\$35.30	22	\$776.60
Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W	\$66.21	6	\$397.26
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$197.43	29	\$5,725.47
Dell Latitude 5430	\$1,176.40	3	\$3,529.20
Dell Thunderbolt 4 Dock- WD22TB4	\$246.81	5	\$1,234.05

<b>OptiPlex 5000 Small Form Factor</b>	<b>\$846.84</b>	<b>5</b>	<b>\$4,234.20</b>
<b>OptiPlex 5000 Micro</b>	<b>\$752.22</b>	<b>12</b>	<b>\$9,026.64</b>
<b>Dell 27 Monitor - P2722H, 68.6cm (27")</b>	<b>\$246.79</b>	<b>7</b>	<b>\$1,727.53</b>
<b>Dell Latitude 9430</b>	<b>\$1,872.65</b>	<b>1</b>	<b>\$1,872.65</b>

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<b>Subtotal:</b>	<b>\$28,523.60</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$28,523.60</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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**Total: \$28,523.60**



## Shipping Group Details

Meeting: December 1, 2022 Item 19.

### Shipping To

STEVEN GRIER  
CITY OF CARTERSVILLE  
1 N ERWIN ST  
CARTERSVILLE, GA 30120-3121  
(770) 607-6299

### Shipping Method

Standard Delivery

<b>Dell Monitor Slim Soundbar - SB521A</b>	<b>\$35.30</b>	<b>Quantity</b> 22	<b>Subtotal</b> \$776.60
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Estimated delivery if purchased today:  
Nov. 14, 2022  
Contract # C000000493100  
Customer Agreement # 99999-SPD0000161-0004

Description	SKU	Unit Price	Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A	520-AARU	-	22	-
			<b>Quantity</b>	<b>Subtotal</b>

<b>Dell Premier Multi-Device Wireless Keyboard &amp; Mouse - KM7321W</b>	<b>\$66.21</b>	<b>Quantity</b> 6	<b>Subtotal</b> \$397.26
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Estimated delivery if purchased today:  
Nov. 10, 2022  
Contract # C000000493100  
Customer Agreement # 99999-SPD0000161-0004

Description	SKU	Unit Price	Quantity	Subtotal
Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W	580-AJIX	-	6	-
			<b>Quantity</b>	<b>Subtotal</b>

<b>Dell 24 Monitor - P2422H, 60.5cm (23.8")</b>	<b>\$197.43</b>	<b>Quantity</b> 29	<b>Subtotal</b> \$5,725.47
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Estimated delivery if purchased today:  
Nov. 11, 2022  
Contract # C000000493100  
Customer Agreement # 99999-SPD0000161-0004

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	29	-
Dell Limited Hardware Warranty	814-5380	-	29	-
Advanced Exchange Service, 3 Years	814-5381	-	29	-
			<b>Quantity</b>	<b>Subtotal</b>

<b>Dell Latitude 5430</b>	<b>\$1,176.40</b>	<b>Quantity</b> 3	<b>Subtotal</b> \$3,529.20
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Estimated delivery if purchased today:  
Nov. 22, 2022  
Contract # C000000493100  
Customer Agreement # 99999-SPD0000161-0004

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 XCTO Base	210-BDGV	-	3	-
12th Generation Intel vPro Enterprise with Intel Core i5-1245U (10 Core, 12 MB Cache, 12 Threads, up to 4.40 GHz)	379-BETW	-	3	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	3	-
No Microsoft Office License Included	658-BCSB	-	3	-
i5-1245U vPro, Intel Iris Xe Graphics, Thunderbolt	338-CDJE	-	3	-
Intel ME disabled	631-ADFC	-	3	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	3	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BNJW	-	3	-

14.0" FHD (1920x1080) Anti Glare, Non-Touch, WVA, 250 nits, HD Camera, WLAN	391-BGLO		3	-
Single Pointing Backlit US English Keyboard	583-BHCH	-	3	-
Wireless Intel AX211 WLAN Driver Alder Lake	555-BHIC	-	3	-
Intel AX211 WiFi 6e 2x2 AX+ with Bluetooth 5.2	555-BHHU	-	3	-
58WHR, 4 Cell Long Life Cycle Battery (includes 3 year limited hardware warranty)	451-BCXP	-	3	-
65W Type-C Adapter	492-BDGC	-	3	-
Palmrest, No Fingerprint, No SmartCard, Thunderbolt 4	346-BHRV	-	3	-
E4 Power Cord 1M for US	537-BBDO	-	3	-
Quick start guide	340-CYGE	-	3	-
ENERGY STAR Qualified	387-BBPC	-	3	-
Custom Configuration	817-BBBB	-	3	-
SupportAssist	525-BBCL	-	3	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	3	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	3	-
Waves Maxx Audio	658-BBRB	-	3	-
Dell Power Manager	658-BDVK	-	3	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	3	-
Dell Optimizer	658-BEQP	-	3	-
Windows PKID Label	658-BFDQ	-	3	-
Mix Model 65W Adapter + ADL CPU	340-CYOD	-	3	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	3	-
Latitude Bottom Door	321-BHJZ	-	3	-
HD Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBID	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	3	-
Dell Limited Hardware Warranty	997-8317	-	3	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	3	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	3	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	3	-
			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Thunderbolt 4 Dock- WD22TB4</b>		<b>\$246.81</b>	<b>5</b>	<b>\$1,234.05</b>

Estimated delivery if purchased today:  
 Nov. 15, 2022  
 Contract # C000000493100  
 Customer Agreement # 99999-SPD0000161-0004

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	5	-
Advanced Exchange Service, 3 Years	872-8550	-	5	-
Dell Limited Hardware Warranty	872-8557	-	5	-
			<b>Quantity</b>	<b>Subtotal</b>

**OptiPlex 5000 Small Form Factor**

Estimated delivery if purchased today:

Nov. 28, 2022

Contract # C000000493100

Customer Agreement # 99999-SPD0000161-0004

**\$846** Meeting: December 1, 2022 Item 19.

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5000 Small Form Factor	210-BCRK	-	5	-
12th Generation Intel Core i5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W)	338-CCWC	-	5	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	5	-
No Microsoft Office License Included	658-BCSB	-	5	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	5	-
16GB (1X16GB) DDR4 Non-ECC Memory	370-AGIY	-	5	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	5	-
M.2 22x30 Thermal Pad	412-AAQT	-	5	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	5	-
Intel Integrated Graphics	490-BBFG	-	5	-
240 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	329-BGMJ	-	5	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	5	-
No Optical Drive	429-ABKF	-	5	-
CMS Software not included	632-BBBJ	-	5	-
No Media Card Reader	379-BBHM	-	5	-
Intel Wi-Fi 6E 2x2 AX211 Bluetooth 5.2 Wireless Card	555-BH DU	-	5	-
Internal Antenna	555-BHDX	-	5	-
Wireless Driver, Intel AX211	555-BHJJ	-	5	-
Chassis Intrusion Switch	461-AAIY	-	5	-
No Additional Add In Cards	382-BBHX	-	5	-
No Additional Video Ports	492-BCKH	-	5	-
SupportAssist	525-BBCL	-	5	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	5	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	5	-
Waves Maxx Audio	658-BBRB	-	5	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	5	-
Dell Optimizer	658-BEQP	-	5	-
Windows PKID Label	658-BFDQ	-	5	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 5000	658-BFJT	-	5	-
ENERGY STAR Qualified	387-BBLW	-	5	-
Dell Watchdog Timer	379-BESJ	-	5	-
Quick Start Guide	340-CYET	-	5	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	5	-
Shipping Material	340-CQYR	-	5	-
Shipping Label	389-BBUU	-	5	-

Regulatory Label for OptiPlex 5000 SFF 240W	389-ECPK			
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	5	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	5	-
Desktop BTO Standard shipment	800-BBIO	-	5	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	5	-
Mouse included with Keyboard	570-AADI	-	5	-
No Cable Cover	325-BCZQ	-	5	-
Custom Configuration	817-BBBB	-	5	-
Internal Speaker	520-AARD	-	5	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	5	-
Intel vPro Essentials	631-ADES	-	5	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	5	-
ProSupport: 7x24 Technical Support, 3 Years	804-9050	-	5	-
ProSupport: Next Business Day Onsite 3 Years	804-9070	-	5	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="https://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	5	-

**OptiPlex 5000 Micro**

Estimated delivery if purchased today:  
 Dec. 09, 2022  
 Contract # C000000493100  
 Customer Agreement # 99999-SPD0000161-0004

	<b>Quantity</b>	<b>Subtotal</b>
<b>\$752.22</b>	<b>12</b>	<b>\$9,026.64</b>

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5000 Micro BTX	210-BCRF	-	12	-
12th Generation Intel Core i5-12500T (6 Cores/18MB/12T/2.0GHz to 4.4GHz/35W)	338-CCYD	-	12	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	12	-
No Microsoft Office License Included	658-BCSB	-	12	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	12	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	12	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	12	-
Thermal Pad for Micro	412-AAZO	-	12	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	12	-
OptiPlex 5000 Micro	329-BGMI	-	12	-
90 Watt A/C Adapter	450-ALFO	-	12	-
US Power Cord	450-AAZN	-	12	-
Intel Wi-Fi 6E 2x2 AX211 Bluetooth 5.2 Wireless Card	555-BHDU	-	12	-
Internal Antenna	555-BHDV	-	12	-
Wireless Driver, Intel AX211	555-BHJJ	-	12	-
SupportAssist	525-BBCL	-	12	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	12	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	12	-
Waves Maxx Audio	658-BBRB	-	12	-

Dell SupportAssist OS Recovery Tool	658-BEOK			
Dell Optimizer	658-BEQP	-	12	-
Windows PKID Label	658-BFDQ	-	12	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 5000	658-BFJT	-	12	-
ENERGY STAR Qualified	387-BBLW	-	12	-
Dell Watchdog Timer	379-BESJ	-	12	-
Quick Start Guide	340-CYEU	-	12	-
Print on Demand Label	389-BDQH	-	12	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	12	-
Shipping Material	340-CQYN	-	12	-
Shipping Label	389-BBUU	-	12	-
Regulatory Label for OptiPlex 5000 Micro 90W	389-ECPO	-	12	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	12	-
Desktop BTS/BTP Shipment	800-BBIP	-	12	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJG	-	12	-
Mouse included with Keyboard	570-AADI	-	12	-
No Cable Cover	325-BCZQ	-	12	-
Fixed Hardware Configuration	998-FOUZ	-	12	-
Internal Speaker	520-AAVE	-	12	-
No Option Included	340-ACQQ	-	12	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	12	-
Intel vPro Essentials	631-ADES	-	12	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	12	-
ProSupport: 7x24 Technical Support, 3 Years	804-9050	-	12	-
ProSupport: Next Business Day Onsite 3 Years	804-9070	-	12	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	12	-

	<b>Quantity</b>	<b>Subtotal</b>
	<b>\$246.79</b>	<b>\$1,727.53</b>

**Dell 27 Monitor - P2722H, 68.6cm (27")**  
 Estimated delivery if purchased today:  
 Nov. 10, 2022  
 Contract # C000000493100  
 Customer Agreement # 99999-SPD0000161-0004

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	7	-
Dell Limited Hardware Warranty	814-5380	-	7	-
Advanced Exchange Service, 3 Years	814-5381	-	7	-

	<b>Quantity</b>	<b>Subtotal</b>
	<b>\$1,872.65</b>	<b>\$1,872.65</b>

**Dell Latitude 9430**  
 Estimated delivery if purchased today:  
 Nov. 22, 2022  
 Contract # C000000493100  
 Customer Agreement # 99999-SPD0000161-0004

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 9430 XCTO Base	210-BDRH	-	1	-

12th Generation Intel vPro Enterprise with Intel Core i7-1265U (10 Core, 12 MB Cache, 12 Threads, up to 4.80 GHz)	379-BEUQ		1	-
Windows 11 Pro, Secured Core PC, English, French, Spanish	619-ARMH	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
Integrated Intel(R) Iris(R) Xe graphics for i7-1265U vPro(R) processor with 32 GB memory and WLAN AX211	338-CDUM	-	1	-
Intel vPro Enterprise Technology Advanced Management Features	631-ADHM	-	1	-
32 GB, 5200MHz, LPDDR5, Non-ECC	370-AHFK	-	1	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BHRH	-	1	-
Laptop, 14" FHD+(1920x1200)Non-Touch, IR Cam, Mic and SafeShutter, ComfortView+, Intelligent Privacy	391-BGQS	-	1	-
FHD/IR Camera with ExpressSign-In + Intelligent privacy, TNR, SafeShutter, Mic	319-BBIJ	-	1	-
Single Point Keyboard US English with Backlight	583-BHWY	-	1	-
Intel Wi-Fi 6E AX211 2x2 802.11ax 160MHz + Bluetooth 5.2 Wireless Driver	555-BHZF	-	1	-
Intel(R) Wi-Fi 6E AX211 2x2 802.11ax 160MHz + Bluetooth 5.2	555-BHTI	-	1	-
60 WHr Polymer, ExpressCharge capable	451-BCTX	-	1	-
65W Type-C Adapter	492-BDGC	-	1	-
Palmrest, No Security, WLAN	346-BHVN	-	1	-
E4 Power Cord 1M for US	537-BBDO	-	1	-
Quick Reference Guide, Laptop	340-CYUR	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Applications for Windows 11	658-BFNW	-	1	-
Latitude 9430 Laptop Mix Module, 65W, US Power Cord	340-CZLK	-	1	-
Intel Core i7 EVO Vpro Processor Label	389-EDDW	-	1	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
WLAN Bottom door	321-BHMV	-	1	-
Dell Limited Hardware Warranty Plus Service	831-5181	-	1	-
ProSupport Next Business Day Onsite 3 Years	831-5187	-	1	-
ProSupport 7x24 Technical Support 3 Years	831-5188	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-

<b>Subtotal:</b>	<b>\$28,523.60</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$28,523.60</b>

## Important Notes

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	FiberCom
<b>AGENDA ITEM TITLE:</b>	Cogsdale Annual Maintenance Invoice
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This item is the annual Cogsdale maintenance invoice. Cogsdale is the city's third-party utility billing software vendor. The invoice is for \$102,127.49 and is a sole source vendor because of the utility billing function for the city. This is a budgeted item and I recommend your approval.
<b>LEGAL:</b>	N/A





Invoice  
Date  
Page

Meeting: December 1, 2022 Item 20.

MN0001024  
10/31/2022  
1 of 1

<b>Bill To</b>
Cartersville, City of Dan Porta P.O. Box 1390 Cartersville, GA 30120-1390 USA

<b>Ship To</b>
Cartersville, City of Dan Porta P.O. Box 1390 Cartersville, GA 30120-1390 USA

Purchase order No	Customer ID.	Salesperson ID	Shipping Method	Payment Terms
	CART01		LOCAL DELIVERY	MN JAN

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	PROP-WM	CART100  4 Digit CC (QUO-2841): 1/1/2023 to 12/31/2023	US\$623.33	US\$623.33
1.00	PROP-CSM	CART101  CSM: 1/1/2023 to 12/31/2023	US\$42,119.36	US\$42,119.36
1.00	PROP-CUSTWB	CART102  Customer Web: 1/1/2023 to 12/31/2023	US\$9,572.66	US\$9,572.66
1.00	PROP-WM	CART103  Electric Rate Change (QUO-2992): 1/1/2023 to 12/31/2023	US\$3,239.03	US\$3,239.03
1.00	PROP-CSM	CART104  CSM (500) Locations (QUO-5502): 1/1/2023 to 12/31/2023	US\$783.32	US\$783.32
1.00	TPM-GP-CIS	CART105  Microsoft Dynamics GP Software: 1/1/2023 to 12/31/2023	US\$42,789.99	US\$42,789.99
1.00	TPM-GREENS	CART106  Greenshades: 1/1/2023 to 12/31/2023	US\$610.91	US\$610.91
1.00	PROP-CSM	CART107  CSM (1500) Locations (QUO-5901): 1/1/2023 to 12/31/2023	US\$2,388.89	US\$2,388.89

			Subtotal	US\$102,127.49
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$102,127.49

Invoice Questions? Please call Mohammed Rushad Ali at 613-226-5511 ext. 3045 OR e-mail MAli2@harriscomputer.com



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Police Department
<b>AGENDA ITEM TITLE:</b>	Flock Safety
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	I am requesting approval to pay (\$12,000.00) Flock Safety for our six license plate readers (L.P.R.). It is a budgeted item and it will be paid for utilizing federal asset forfeiture funds.
<b>LEGAL:</b>	N/A



# City of Cartersville

P O L I C E      D E P A R T M E N T

## Memorandum

**To** : Dan Porta, City Manager  
**From** : Chief Frank L. McCann  
**Date** : November 22, 2022  
**Ref** : Flock Safety

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I am requesting approval to pay (\$12,000.00) Flock Safety for our six license plate readers (L.P.R.). It is a budgeted item and it will be paid for utilizing federal asset forfeiture funds.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Bid Award/Purchase
<b>DEPARTMENT NAME:</b>	Public Works
<b>AGENDA ITEM TITLE:</b>	20 YD Rear Loader Garbage Truck
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>We opened bids on a 20YD Rear Loader Garbage Truck to replace a 2012 truck that we recently took out of service due to a terminal failure. Six bids were submitted and we recommend the best bid from Environmental Products Group for \$201,836.45. This bid is for a Leach body on a Freightliner M2-106 chassis. We had to bid this out now because lead times can be as long as 360 days.</p> <p>This item will be included in the FY 2024 budget.</p>
<b>LEGAL:</b>	N/A

**CITY OF CARTERSVILLE 20 YD REAR LOADER BID TAB**  
**November 17, 2022**

VENDOR	BODY	CHASIS	PRICE	COMMENT
ENVIRONMENTAL PRODUCTS DELIVERY: APRIL 2023	LEACH 20 YD	FREIGHTLINER M2-106	\$201,836.45	
CAROLINA ENVIRONMENTAL SYSTEMS DELIVERY: 150-165 DAYS	HEIL PT 1000	MACK MD7	\$192,574.00	* TRUCK DOES NOT MEET SPECS
PETERBUILT OF ATLANTA SYSTEMS DELIVERY: 180-360 DAYS	HEIL PT 1000	PETERBUILT 537	\$208,119.00	
NULIFE MUNICIPAL TRUCK DELIVERY: Q3 2023	CURBTENDER 20RL	KENWORTH T380	\$201,920.00	*PRICE NOT FIRM PER ADDED NOTE
AMREP MANUFACTURING DELIVERY: 270-360 DAYS	AMREP RL20	INTERNATIONAL MV607	\$199,362.00	*FIRST EDITION REAR LOADER BODY FOR THIS MANUFACTURER
AMREP MANUFACTURING DELIVERY: 270-360 DAYS	AMREP RL20	PETERBUILT 537	\$214,909.00	*FIRST EDITION REAR LOADER BODY FOR THIS MANUFACTURER



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	December 1, 2022
<b>SUBCATEGORY:</b>	Change Order
<b>DEPARTMENT NAME:</b>	Public Works
<b>AGENDA ITEM TITLE:</b>	City Hall Roof Change Order
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>During the City Hall Roof project, it was discovered that almost all the fascia and soffits had some level of rot or water damage and the contractor had to rebuild some of the 2x4 framing that supported the fascia and soffits. This change order covers the cost of labor and materials for carpenters to replace all the damaged wood. The Change Order is for \$40,072.50.</p> <p>Even with this change order, the contractor would still be the low bidder, so the City saved significant money on this project.</p> <p>Approval of this change order is recommended.</p>
<b>LEGAL:</b>	N/A



Caliber Construction, LLC  
 PO Box 385  
 Adairsville, GA 30103

Meeting: December 1, 2022 Item 23.

Job: 1319: City of Cartersville City Hall

Invoice Name: CHANGE ORDER

Invoice Number: 1319-3

Invoice Date: 11/23/2022

Terms: Upon Receipt

**Location Address**

330 South Erwin Street  
 Cartersville, GA 30120

City of Cartersville City Hall  
 330 South Erwin Street  
 Cartersville, GA 30120

DESCRIPTION	PRICE
<b>CHANGE ORDER</b>	
<b>Labor &amp; Materials</b>	<b>\$40,072.50</b>
<i>Additional Labor, Materials &amp; Equipment Rental required due to extensive Rotted Wood removed &amp; replaced; Clean out bird droppings.</i>	
<b>Subtotal: Change Order</b>	<b>\$40,072.50</b>
<b>Grand Total</b>	<b>\$40,072.50</b>

**Payments/Credits:**

**Total Received:**

**Invoice Balance Due:**

**REMIT TO:**

PO Box 385  
 Adairsville, GA 30103

**Company Representative:**

Jason Stanfield (770) 548-8757  
 jason@builtbycaliber.com