



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, September 21, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. September 7, 2023

OTHER

2. 429 W Main St.

RESOLUTIONS

3. Time Change for December 7th Council Meeting

4. RTP Pre-application Resolution

5. CPL Task Order Resolution

CONTRACTS/AGREEMENTS

6. 178 W. Main Street Concept Plan

7. Certificate of Dedication for the Emerson RV Park

8. Stormwater Utility Maintenance Termination Agreement

BID AWARD/PURCHASES

9. 2004 Pierce Aerial Repairs
10. Mimecast Renewal
11. Douthit Ferry Fiber Relocation
12. Natural Gas Filter Purchase
13. Fire Station #5 Natural Gas Generator
14. Pension Fund Actuarial Valuations and Benefit Statements

FIRST READING OF ORDINANCES

15. Seasonal Policy on Electric Disconnections
16. Natural Gas Rates

CERTIFICATION

17. CRS Recertification

GRANT APPLICATION/ACCEPTANCE

18. FY 2024 LMIG

RESOLUTIONS

19. Resolution to Open New GA Fund 1 Account

MONTHLY FINANCIAL STATEMENT

20. July 2023 Financial Report

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	September 7, 2023
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from September 7, 2023 have been uploaded for your review and approval.
LEGAL:	NA

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

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:04 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Roth made a motion to enter Executive Session for the purpose of Potential Litigation and Property Acquisitions. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0 with Mayor Santini voting.

Mayor Santini closed Work Session at 6:53 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 Mathew Santini, Mayor, presiding, and the following present: Kari Hodge, Council Member Ward One; 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, City Attorney.

Absent: Jayce Stepp, Council Member Ward Two

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. August 17, 2023, Council Meeting Minutes

Council Member Hodge made a motion to approve the August 17, 2023, Council Meeting Minutes. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

PUBLIC HEARING – 2nd READING OF ZONING.ANEXATION REQUESTS

2. AZ23-02: Allatoona Dam Road

Applicant: City of Cartersville

Randy Mannino, Planning and Development Director, stated the applicant requests the annexation of multiple city-owned properties in unincorporated Bartow County and the City of Emerson. The proposed zoning is P-I (Public Institutional). These tracts are associated with the

City's Water Treatment Plant. The only change since the last reading was that the final survey was received for the 50' strip. The Planning Commission recommended approval 6-0.

Mayor Santini opened the public hearing for the zoning portion of the application and with no one to come forward to speak for or against, the public hearing was closed.

Mayor Santini opened the public hearing for the annexation portion of the application and with no one to come forward to speak for or against, the public hearing was closed.

Council Member Fox made a motion to approve the annexation portion of AZ23-02. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Council Member Fox made a motion to approve the zoning portion of AZ23-02. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance # 68-23 and 69-23

CONTRACTS/AGREEMENTS

3. Grassdale Road Sidewalk Supplemental Agreement No. 2

Steven Foy, City Engineer, stated the City of Cartersville has a supplemental agreement from Southeastern Engineering to have the environmental documentation reevaluated due to changes made to the project footprint. The changes to the project footprint were made to address comments brought up by GDOT reviewers during the final field plan review stage of the project. This requirement to reevaluate the environmental document is a part of the plan development process for every non-exempt GDOT project receiving state or federal funding. The reevaluation process includes updates to special studies (e.g., History, Archaeology, Ecology, Air, and Noise) and the main environmental document (NEPA document) itself.

The total of the agreement from Southeastern Engineering is \$38,477.12. This is a non-budgeted item that will be paid for by SPLOST and split between Bartow County and the City of Cartersville. Public Works recommended approval of this agreement.

Council Member Hodge made a motion to approve the Grassdale Road Sidewalk Supplemental Agreement No. 2. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

4. Case Management Software Agreement

Freddy Morgan, Assistant City Manager, stated our existing contract for case management services is up for renewal. Our current provider is server based (on a server that the City provides) and the new provider is Cloud based which will free up FiberCom server space. Additionally, the current provider has proposed a cost increase above what i3 Verticals proposes. Case management and payment services (online, phone, and POS) will be provided through i3 Verticals.

Council Member Cooley made a motion to approve the Case Management Software Agreements. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

5. Customer Portal Agreement

Mr. Morgan stated authorization was requested to utilize Spry Point’s Customer Engagement Portal (Spry Engage). This software solution will help us provide enhanced customer services by providing easy 24/7 access to information, integrated customer self-service capabilities, customer service metrics, and user-friendly reporting/dashboarding tools.

Council Member Fox made a motion to approve the Customer Portal Agreement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

6. Construction Manager at Risk (CMAR) Electric Department Renovation

Mr. Morgan stated This is the professional services agreement between the City and Pennant Construction Management to perform CMAR services for the renovation of the Electric department administrative facility.

Council Member Wren made a motion to approve the Construction Manager at Risk (CMAR) Electric Department Renovation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

7. Second Quarter 2023 Motorola Radio Invoice

Mr. Morgan stated Bartow County has submitted the second quarter 2023 invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item and approval was recommended to pay this invoice in the amount of \$37,150.83.

Council Member Roth made a motion to approve the Second Quarter 2023 Motorola Invoice. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

PROPOSALS

8. Design Proposal Fire Station 5

Scott Carter, Fire Chief, stated this request is for the approval of a design proposal with Croft and Associates. This proposal is to provide architectural and engineering services for a 62’ x 62’ building located on the future site of Fire Station #5. This three-bay building will house reserve apparatus, a fire safety house, and future water rescue assets for our swift water program. This building will be constructed with Fire Station #5 and is currently included in the scope of work for Reeves-Young as construction managers at risk.

The total cost for the design proposal is \$37,700.00, included in the overall budgetary numbers provided for this project. Initially, we were unable to determine the feasibility of this request, so it was not on the original scope of the work. Now that the CMR is on board and all hydrology and survey work is complete, we feel it is fiscally responsible to include this as part of the project.

Council Member Hodge made a motion to approve the Design Proposal Fire Station 5. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

9. Joint Training Center Repairs Project

Mr. Carter stated last June, a certification inspection occurred on the burning building at the Joint Fire Training Center on Paga Mine Rd, which revealed several areas did not receive certification to allow burning. The building was constructed in 2009 and has only received routine maintenance. The sole bidder, Abuck Inc., quoted \$34,056.00 for the repairs. They have an extensive history of working on metal buildings and have completed other projects for the City of Cartersville. It is referenced that when repairs begin, they may uncover additional issues that were not addressed in the report.

Approval was recommended of an amount not to exceed \$40,000.00. Peter Olson, Bartow County Commissioner, has agreed to reimburse 50% of the total repair cost. This is a budgeted repair project anticipated in our FY 23/24 budget.

Council Member Roth made a motion to approve the Joint Training Center Repairs Project. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Council Member Hodge made a motion to add two (2) items to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

10. Fiber Pathway Installation – Constellium Automotive

Steven Grier, FiberCom Director, stated this item is for the construction and installation of a fiber pathway to provide internet services to Constellium Automotive at 1 Constellium Dr.

The total amount is \$12,027.62 from NCI. A portion of this installation will be paid for by the customer. This is not a budgeted item but will be funded with the 2020 SPLOST. Approval was recommended.

Council Member Fox made a motion to approve the Fiber Pathway Installation – Constellium Automotive. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

11. Gas Main Relocation – State Route 293

Michael Dickson, Gas Department Director, stated A GDOT bridge replacement project on State Route 293 in Floyd County requires the relocation of existing natural gas facilities in conflict with the bridge construction. Sealed bids were requested for this work, and two were received. The low bidder submitted a bid with conditions to negotiate the terms of the contract, which were unacceptable, so the Gas System recommended accepting the second bid of \$530,601.41 from Pride Utility Construction Company of Gainesville, Georgia.

The city previously entered into a force account agreement with GDOT for this project since a portion of the City’s facilities are located within a prescribed easement. There is a reimbursable amount of 9.82% of the total construction cost associated with the relocation of these existing natural gas facilities estimated to be approximately \$60,669.99.

Council Member Fox made a motion to approve the Gas Main Relocation – State Route 293. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

12. Purchase of Six Replacement Stalker Lidar Units

Frank McCann, Police Chief, stated the Police Department is requesting approval to purchase six Stalker Lidar units to replace lidar units that are 15 years old and in constant need of repair.

Approval was recommended to purchase the units from Stalker Radar Applied Concepts for \$14,679.00. This is a budgeted item paid for by federal asset forfeiture funds. E-Verify and E-Save documents are on file.

Council Member Fox made a motion to approve the Purchase of Six Replacement Stalker Lidar Units. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

OTHER

13. Federal Annual Report Fiscal Year 2022/2023

Mr. McCann stated the Cartersville Police Department had to complete the federal annual report for the U.S. Department of Justice each year to account for the federal asset forfeiture money received and spent. The report is for the fiscal year starting July 1, 2022, and ending June 30, 2023. This report was prepared by the Police Department with the assistance of Tom Rhinehart, Finance Director.

Approval was recommended of the annual report and authorization for the mayor to sign it on behalf of the City of Cartersville.

Council Member Fox made a motion to approve the Federal Annual Report Fiscal Year 2022/2023. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

14. Bartow County Health Department Permit Fee

Dan Porta, City Manager, stated Bartow County requests the city to waive the building permit fee of \$17,062.50 for the renovation of the Health Department, which serves city and county residents. The remodel is funded with \$1.5 million from County SPLOST funds and a \$1 million CDBG grant. Approval was recommended.

Council Member Hodge made a motion to approve the Bartow County Health Department Permit Fee. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

ENGINEERING SERVICES

15. Lindsey Engineering Services Agreement

Sidney Forsyth, Water Department Director, stated the city will be required by the Georgia Environmental Protection Division, as of January 1st, 2024 to have a documented asset management program for its water system. Documentation of this program must be submitted before the renewal of the City’s water withdrawal or water system operating permits.

Lindsey Engineering has specific expertise in preparing water system asset management programs and approval was recommended.

Council Member Roth made a motion to approve the Lindsey Engineering Services Agreement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

16. Laboratory Fume Hood

Mr. Forsyth stated the current fume hood in the wastewater laboratory is fifteen years old and needs frequent maintenance to remain certified and usable. It is the intent of the department to maintain it until the lab moves to the new Water Department Admin Complex next May, at which time should be replaced. Since this is a specialty lab item, we chose to specify and bid on this unit separately from the lab construction.

Four quotes were received for this unit, with the lowest bid, including factory installation from Avantar/VWR for \$19,656.41.

Council Member Fox made a motion to approve the Laboratory Fume Hood. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

17. Land Application Farm Tree Clearing

Mr. Forsyth stated for over 40 years, the Water Department has land-applied biosolids as a beneficial reuse of residual solids produced at the Water Pollution Control Plant. We currently have 1,280 permitted acres of private and City-owned land to apply these solids. Recently, two landowners representing 509 acres of permitted land informed the City that they no longer wish to have biosolids applied to their property. At a minimum, 500 acres are needed for this process.

The city-owned farm on Wade Road in Taylorsville has only 285 of its total 499 acres permitted for biosolids application. Bids were solicited from local contractors to remove trees and thus convert an additional 200 acres to pasture. After the land has been cleared and converted to pasture, we will submit the additional acreage to the State for permitting, which will likely take up to a year to obtain.

Three contractors submitted bids, and it was recommended to award this work to Hickory Ridge Land Management LLC for a cost not to exceed \$200,000.00. This is not a budgeted cost, but funds are available from Water Department Revenues.

Council Member Wren made a motion to approve the Land Application Farm Tree Clearing. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

18. Replacement Biosolids Spreader

Mr. Forsyth stated the current spreader used for biosolids land application is a 2010 model that has served well but is nearing the end of its useful life. It will need substantial, costly refurbishment to continue in everyday use.

Three bids were received for a replacement spreader, with the lowest qualifying bid submitted by Smith Family Farm Equipment LLC of Calhoun, GA, for \$67,000.00. Approval was recommended to purchase this spreader from the low bidder. This is a budgeted item to be paid from account #505.3330.54.2100.

Council Member Fox made a motion to approve the Replacement Biosolids Spreader. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEMS

19. Specialty Shop Moratorium Extension

Keith Lovell, City Attorney, stated that the City Council had previously approved a moratorium on special shops which was to expire on October 4, 2023. However, the revision of the ordinance will not come before the Council for approval until November. Therefore, it was requested to extend the moratorium until December 31, 2023.

Council Member Fox made a motion to approve the Specialty Shop Moratorium Extension. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

20. Adult Entertainment Moratorium Extension

Mr. Lovell stated that the City Council had previously approved a moratorium on adult entertainment which was to expire on September 30, 2023. However, the revision of the ordinance will not come before the Council for approval until November. Therefore, it was requested to extend the moratorium until December 31, 2023.

Council Member Fox made a motion to approve the Adult Entertainment Moratorium Extension. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

OTHER

Chief Carter stated that on Saturday, September 9, 2023, the 9/11 Race to Remember 5K would start in the downtown area at started at 8:00am and encouraged all to join in the festivities in remembering the victims and fallen heroes of 9/11/2001.

ADJOURNMENT

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

Meeting Adjourned at 7:23 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Other
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	429 W Main St.
DEPARTMENT SUMMARY RECOMMENDATION:	The Library is requesting a variance to allow an accessory structure (performance patio) in the front yard of a corner lot. Per the City's zoning ordinance, the property owner (City of Cartersville) is required to sign the application for the request.
LEGAL:	NA



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/Zack Arnold
CC: Keith Lovell
Date: September 1, 2023
Re: File # V23-23

Summary: To allow an accessory structure (performance patio) in the front yard of a corner lot.

Section 1: Project Summary

Variance application by applicant, Bartow County Library System, for property located at 429 W. Main St, zoned P-I (Public Institutional). Parcel ID No. C007-0002-003. Setbacks are Front-20ft. and Side- 10ft. Said property contains approximately 5.05 acres.

The applicant proposes to construct a 34ft. x 46ft. accessory structure (i.e. performance patio/patio) in the front yard near School Street. It will be sited just north of the grove of trees taking advantage of the large green space beside School Street. The patio will be a brick structure approximately 24in. in height at the corner closest to School St. and diminishing into grade closer to the library as determined by the sloping topography. Ramps will be provided on either side for access.

The patio will be located approx. 39ft from the back of the School St. sidewalk and aligned with a rear edge of the library building. The back of sidewalk is the approximate property line location. The patio is approx. 19ft. behind the 20ft. front yard setback.

A wooden arbor along the back side of the patio nearest the tree grove, approx. 8ft. in height, is shown on the elevation detail and plan for the patio, but this may be a design option. Clarification needed.

The zoning ordinance, Sec. 4.9, requires accessory structures to be in the side yard; however, parking lots for the library occupy the side yards.

The variance request is for the following:

- 1. To allow an accessory structure (performance patio) in the front yard of a corner lot.(Sec. 4.9, Accessory Structures)

Section 2. Department Comments

Electric Department: CES takes no exception to the variance case #V23-23.

Additionally, please note that any power needs that occur at the patio shall be supplied by the existing service to the library.

Fibercom: No comments received.

Fire Department: Takes no exception.

Gas Department: Takes no exception

Public Works Department: Takes no exception

Water Department: Takes no exception.

Section 3. Public Comments Received by Staff

None received as of 8/17/2023.

Section 4. Variance Justification:

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

Sec. 4.9. Accessory uses, buildings or structures.

Accessory uses, buildings, or structures on residential lots shall be located within a rear yard only and be a minimum of five (5) feet from all property lines which do not abut a street right-of-way. A detached garage or carport may be allowed in a side yard of a residential lot and, if so placed, shall comply with the side yard setback requirements of the district. In the case of a residential corner lot, in which a lot abuts or adjoins the intersection of two (2) or more streets other than an alley, an accessory structure may be allowed in a side yard and, if so placed, shall comply with the side yard setback requirements of the district.

Accessory uses, buildings, or structures on nonresidential lots shall not be allowed in the front yard and must comply with side and rear yard requirements established for the zoning district in which such accessory buildings or uses are located. The following accessory uses, buildings, or structures on nonresidential lots may be allowed in a front yard of a nonresidential lot and, if so placed, shall comply with the front yard setback requirements of the district: ATMs (automated teller machines) and service stations.

All accessory uses, buildings, or structures in all zoning districts shall be subordinate to the principal structure. An accessory building's floor area shall be no larger than fifty (50) percent of the principal structure floor area. Accessory structures shall not exceed the height of the most prevalent roof top of the principal building on the property.

Outdoor play structures or play sets in commercial districts, commonly associated with fast-food eating establishments, shall be located in a side or rear yard only and shall comply with the required yard setbacks of the district.

All site plans for multifamily, commercial, and industrial buildings shall include a solid waste container pad that has easy and safe access for a front-end loader. Solid waste containers shall be screened from all streets and adjoining properties with a solid, opaque fence or wall which shall be a minimum of six (6) inches taller than the container.

An amenity, as defined by this chapter, shall not be considered an accessory structure.

Sec. 21.3. - Powers and duties of the board of zoning appeals.

The board of zoning appeals shall have the following powers and duties:

21.3.1. *Appeals.* To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the zoning administrator in the enforcement of this chapter. Appeals to the board of appeals may be taken by any person aggrieved or by any officer, department, board, or agency of the City of Cartersville affected by any decision of the zoning administrator. Such appeal shall be taken within thirty (30) days of said decision by filing with the zoning administrator a written notice of appeal specifying the grounds thereof. Decisions on appeals shall be issued in writing within ten (10) business days of the hearing on the appeal.

21.3.2. *Continuance of a nonconforming use.* The board of zoning appeals may allow a nonconforming use to be reestablished after discontinuance for twelve (12) consecutive months. The procedure for the request shall be the same as if it was a variance. If it is deemed by the board of zoning appeals that one (1) or more of the following apply, the board may grant said request.

- A. The design, construction, and character of the building is not suitable for uses permitted in the district in which the nonconforming use is situated; and
- B. Undue hardships to the property owner would result in not allowing the building to be reopened for a nonconforming use; and
- C. Adjacent property would not be unduly damaged by such use of the building; and
- D. The use is to be identical or similar to the prior nonconforming use of the building.

21.3.3. *Variances.* The board of appeals has the power to hear requests for variances from the provisions of this chapter. Variance may be granted only if the board finds all of the following to exist:

- A. That one (1) of the following is true, through no action or fault of the property owner or predecessor:
 - 1. The property is exceptionally narrow, shallow or unusually shaped;
 - 2. The property contains exceptional topographic conditions;
 - 3. The property contains other extraordinary or exceptional conditions; or
 - 4. There are existing other extraordinary or exceptional circumstances; and
- B. That the strict application of the requirements of this chapter would result in practical difficulties to, or undue hardship upon, the owner of this property; and
- C. That the requested variance relief may be granted without substantially impairing the intent and purpose of this chapter.

Variance decisions shall be issued in writing within ten (10) business days of the hearing.

21.3.4. *Conditions.* In granting a variance, the board of appeals may attach such conditions regarding the location, character and other features of the proposed building, structure, property, development standards or use as it may deem advisable so that the purpose of this chapter will be served, public safety and welfare secured and substantial justice done.

21.3.5. *Limitations on variances; improper variance requests.* Variances cannot be given to totally remove a requirement or to exempt a property or applicant entirely from a requirement. If a variance is being sought that is, in the judgment of the zoning administrator, a request that would constitute a text amendment, then the application shall not be accepted. The applicant shall instead be directed to file for a text amendment. Furthermore, the board of appeals shall not be authorized to grant a density variance or a use variance to permit a use in a district in which the use is prohibited. A variance application shall not be accepted if the variance seeks something that cannot be varied. A variance application shall not be accepted if the variance is contradictory to the ordinance.

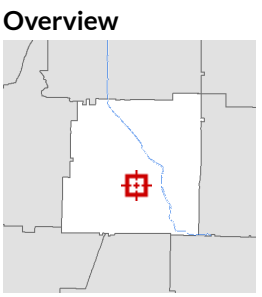
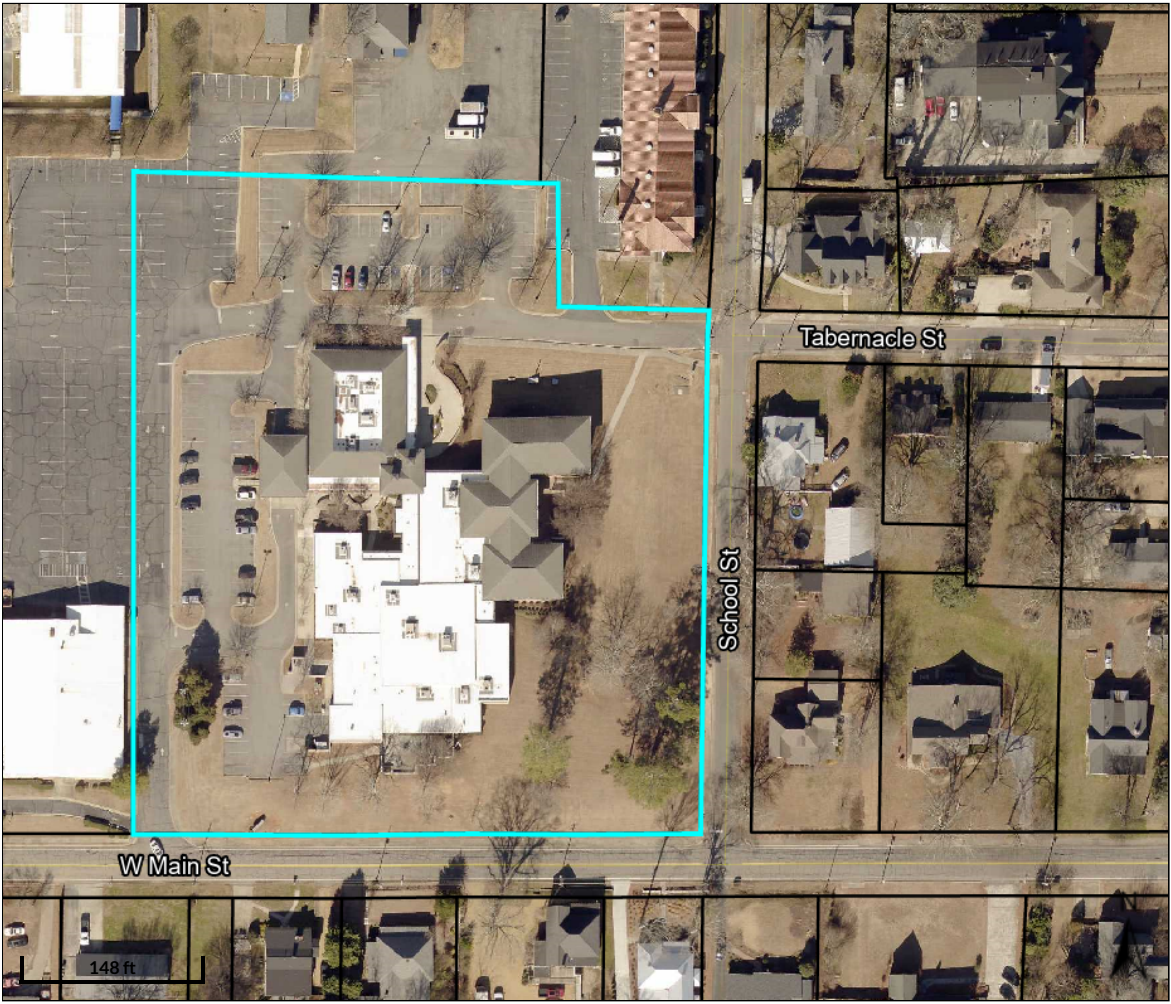
21.3.6. *Self-inflicted hardship.* The board shall not grant variances when the hardship was created by the property owner or his predecessor, and shall not grant hardship variances based on shape or topography for lots of record not existing prior to November 7, 1996. Configuring a subdivision to create lots that are difficult to build is an example of a hardship created by the property owner or predecessor, that does not justify a variance.

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
The surrounding properties are zoned for residential and used for that purpose.
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the zoned purposes.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The public would gain an event and educational space for planned library functions.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed variance would have no effect on the use of the subject or adjacent properties.
6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed variance should not have an adverse effect on the existing use or usability of adjacent or nearby property. As this project has evolved over the last 12 months, neighbors have expressed concerns over the hours of use and programming for the space. This is a different issue than the variance request.
7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The proposed variance has no impact on the Future Development Plan or Comprehensive Plan.
8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
No adverse environmental impact is anticipated.
9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposed variance will not increase the burden to streets, transportation, or utilities.

10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*

There are no known conditions.



- Legend**
- Parcels
 - Roads
 - Flood Hazard Area**
 - Bartow Regulatory
 - FEMA

Parcel ID	C002-0007-003	Alternate ID	32155	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		PO BOX 1390
Property Address	429 W MAIN ST	Acres	5.05		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 484 D 4 Bartow County Public Library				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 9/6/2023
 Last Data Uploaded: 9/5/2023 9:01:54 PM

Developed by Schneider
 GEOSPATIAL

City of Cartersville
Application for Variance
Board of Zoning Appeals

Hearing Date: ~~9/20/2022~~ **9-14-23**

5:30pm

Application Number: **V23-23**

Date Received: **9-20-22**

Applicant Bartow County Library System Office Phone 770-382-5657
 (printed name)

Address 429 West Main St. Mobile/ Other Phone _____

City Cartersville State GA Zip 30120 Email carmen@bartowlibrary.org

Carmen Sims Phone (Rep) 770-382-5657, ext. 123
 Representative's printed name (if other than applicant)

 Email (Rep)

Carmen Sims Applicant Signature
 Representative Signature

Signed, sealed and delivered in presence of: _____ My commission expires: 9-28-2024

Tiffany Dotson Notary Public
 Notary Public



* Titleholder City of Cartersville Phone 770-387-5607
 (titleholder's printed name)

Address 10 N Public Square Email _____

Signature _____

Signed, sealed, delivered in presence of: _____ My commission expires: _____

 Notary Public

Present Zoning District **P-I** Parcel ID **C002-0007-003**

Acreage **5.05** Land Lot(s) **484** District(s) **4** Section(s) **3**

Location of Property: 429 West Main St., Cartersville, GA 30120
 (street address, nearest intersections, etc.)

Zoning Section(s) for which a variance is being requested: _____

Summary Description of Variance Request: To allow an accessory structure in the front yard of a corner lot per Section 4.9 of the zoning ordinance.

 (Additional detail can be provided on Justification Letter)

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

CONDITIONS VERIFICATION

List the Article(s), Section(s) and Subsection(s) of the Zoning Ordinance for which a variance is requested.

Article IV Section 4 Subsection 9
 Article _____ Section _____ Subsection _____
 Article _____ Section _____ Subsection _____

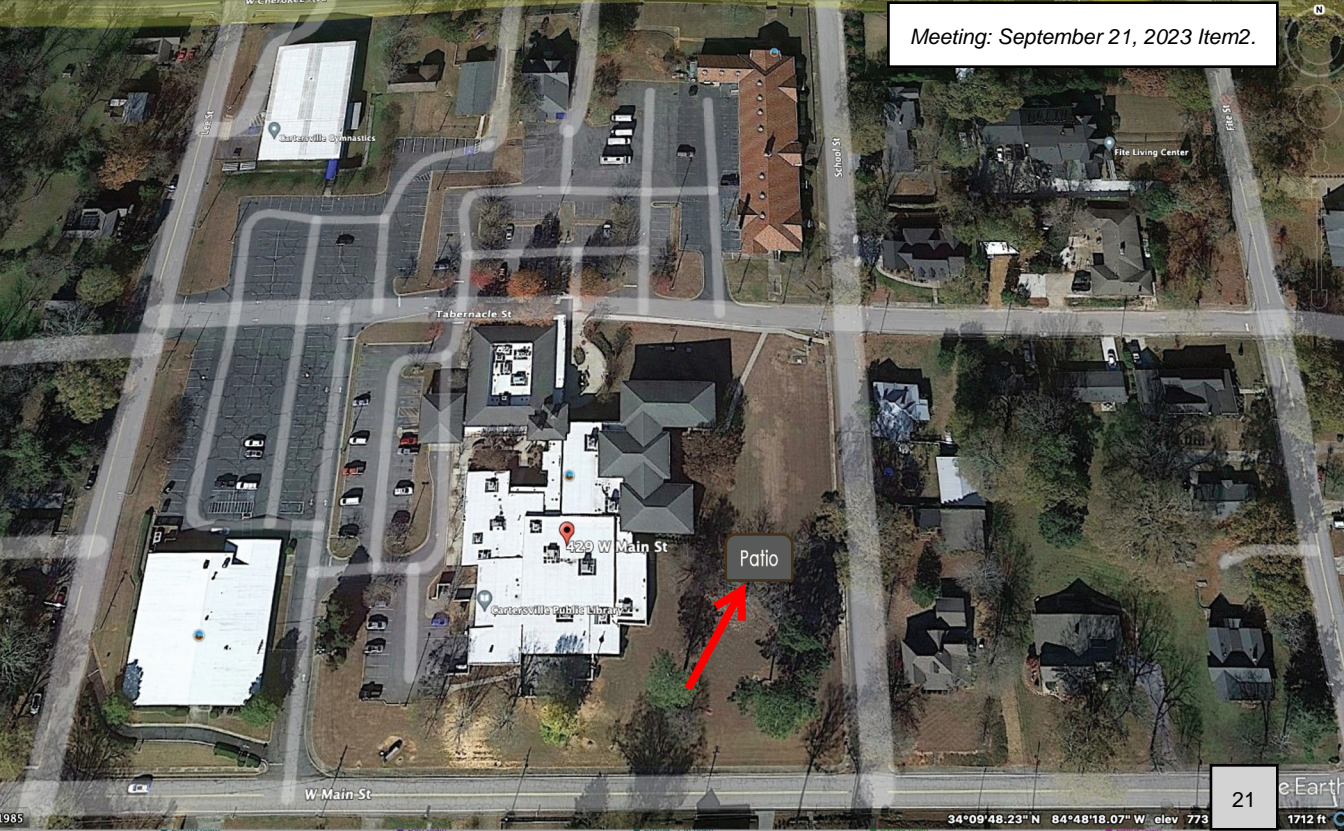
The Board of Zoning Appeals was established to hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the zoning administrator in the enforcement of the zoning ordinance. The Board has the power to hear requests for variances from the provisions of the zoning ordinance, Article XXI APPEALS. See Section 21.3 for additional information pertaining to conditions.

To assist staff and the Board of Zoning Appeals in the analysis of the variance application, please check all of the following conditions that apply to your variance request:

- 1. _____ The property is exceptionally narrow, shallow or unusually shaped,
- 2. _____ The property contains exceptional topographic conditions,
- 3. X The property contains other extraordinary or exceptional conditions; and
- 4. _____ There are other existing extraordinary or exceptional circumstances; and
- 5. _____ The strict application of the requirements of this ordinance would result in practical difficulties to, or undue hardship upon, the owner of this property;
- 6. X The requested variance relief may be granted without substantially impairing the intent and purpose of this ordinance

Additional Comments by Applicant: to allow an accessory structure in the front yard of a corner lot per Section 4.9 of the zoning ordinance.

Meeting: September 21, 2023 Item2.



Tabernacle St

429 W Main St

Patio

W Main St

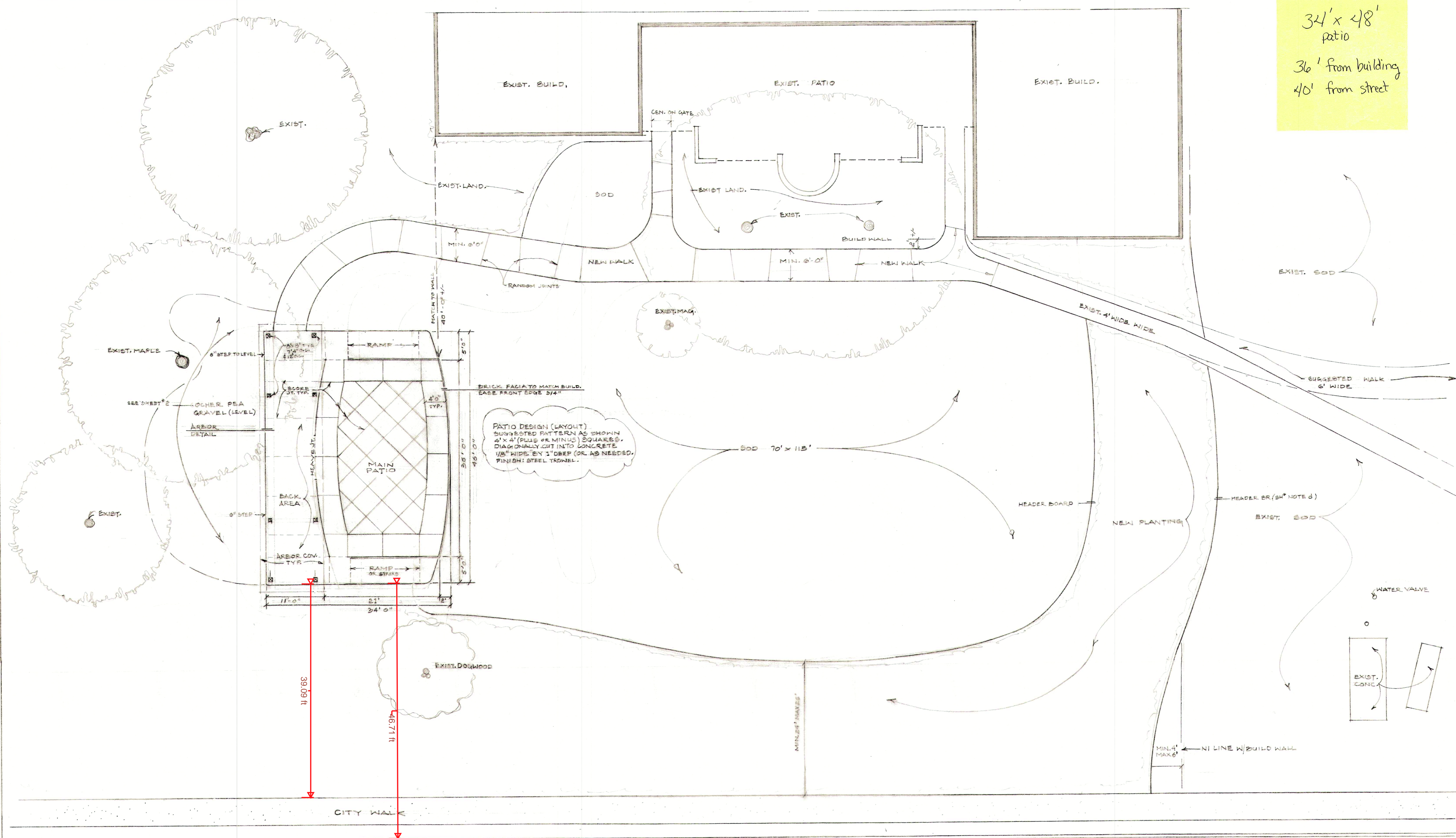
Meeting: September 21, 2023 Item2.

34°09'48.23"N 84°48'18.07"W elev 773'

21

eEarth
1712 ft

34' x 48' patio
36' from building
40' from street



PATIO DESIGN (LAYOUT)
 SUGGESTED PATTERN AS SHOWN
 4' X 4' (PLUS OR MINUS) SQUARES,
 DIAGONALLY CUT INTO CONCRETE,
 1/8" WIDE BY 1" DEEP (OR AS NEEDED),
 FINISH: STEEL TROWEL.

NORTH (APP.)
 PLAN SCALE 1" = 8'-0"

- GENERAL NOTES**
1. ARBOR: SEE ADDITIONAL SHEETS (C).
 2. CONCRETE: MIN. 3 1/2" DEEP, W/ 6x6 # WIRE & 2"x2" OC #4 BAR. (SEE SHEET C--)
 3. FOR FOOTING & CONCRETE BEAM DETAILS. NOTE, REAR AREA CONCRETE FINISH TO STEEL W/LIGHT BROOM, ALSO RAMPS BOTH ENDS. MAIN PATIO STEEL TROWEL FINISH.

PHILIP ADLIN / PLANNER
 CARTERSVILLE, GA.
 770-334-8375 / philadlin@comcast.net

PERFORMANCE PATIO ART IN BARTOW
 CARTERSVILLE PUBLIC LIBRARY

DATE
 FEB 1 23

SCALE
 1" = 8'-0"

DR. BY
 PA

SHEET NO.
 1
 1 OF 2



PERFORMANCE PATIO AREA
SCALE 1" = 4'-0" DEC / 22

DR & DESIGN PHILP APLIN



View South to Performance Patio location on Library Property.





View West to Library from School St. sidewalk in front of Performance Patio location (left)



View north from Performance Patio location across greenspace



View West along W. Main St. at School St.



View West along W. Main St. at School St.

Image Taken 8-15-23





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Time Change for December 7th Council Meeting
DEPARTMENT SUMMARY RECOMMENDATION:	The first Council Meeting in December conflicts with the annual Christmas parade. The Council has traditionally opted to change the evening meeting to a morning meeting. The resolution to make this change is attached.
LEGAL:	N/A

Resolution No.

WHEREAS, The Mayor and City Council have determined that it is in the best interest of the City of Cartersville and its inhabitants and their general health, safety and welfare to reschedule the below referenced meeting of the Mayor and City Council pursuant to the authority provided by the CODE OF ORDINANCES, CITY OF CARTERSVILLE, GEORGIA; and

THEREFORE, NOW BE IT RESOLVED, by the Mayor and City Council of the City of Cartersville that the meeting of the Mayor and City Council scheduled on the 7th day of December 2023 at 7 PM in pursuant to Section 2-17 of the City of Cartersville Code of Ordinances is hereby rescheduled to the 7th day of December 2023 at 9 AM.

NOW BE IT AND IT IS HEREBY RESOLVED.

ADOPTED this 21st day of September 2023.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	RTP Pre-application Resolution
DEPARTMENT SUMMARY RECOMMENDATION:	Parks and Recreation Department would like to apply for a Recreational Trails Program (RTP) Grant to help cover the costs of restrooms at Pine Mountain Trail. The total grant funding, if approved, is \$200,000 with a 20% local match. I recommend approval of the grant resolution.
LEGAL:	Approved by Archer & Lovell

RESOLUTION _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE FOR THE PURPOSE OF FILING AN APPLICATION WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES THROUGH THE RECREATIONAL TRAILS PROGRAM TO RECEIVE FUNDING IN ORDER TO CONSTRUCT RESTROOMS AND OTHER TRAILHEAD AMENITIES AT THE MAIN STREET ENTRANCE TO THE PINE MOUNTAIN TRAIL SYSTEM AND FOR OTHER PURPOSES AT THE REGULAR MEETING OF THE CITY COUNCIL HELD ON SEPTEMBER 21, 2023.

WHEREAS: the Georgia Department of Natural Resources has notified the City of Cartersville and other general purpose governments that federal funds, managed by said state agency, are available to local governmental units under the Georgia Recreational Trails Program for the purpose of supporting recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses and expanding the supply of said trails in the state; and

WHEREAS: The purpose of this funding shall be to construct restrooms and install other trailhead amenities such as picnic tables and benches to enhance user experience and maintain trail integrity; and

WHEREAS: the City of Cartersville is committed to working cooperatively with the Georgia Department of Natural Resources, multiple federal project participants, property owners and the citizens of Cartersville to implement the Project in accordance with federal and state guidelines as defined by Recreation Trails Program staff of the Georgia Department of Natural Resources in such a manner as to assure that the Project is developed, operated and maintained as a community asset designed to benefit current and future residents of the City of Cartersville; and

WHEREAS: the City of Cartersville deems the Project to be in the best interests of the citizens of Cartersville; and

NOW THEREFORE BE IT RESOLVED AND IT IS HEREBY 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 Georgia Department of Natural Resources in order to receive said Recreational Trails Program Grant funds in order to perform those activities specified within this resolution; and

BE IT FURTHER RESOLVED that the City of Cartersville shall be committed to the operation and maintenance of the trailhead and other facilities developed through the Grant resources herein specified as a part of its permanent parks and recreation inventory; and

BE IT FUTHER 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 Georgia Department of Natural Resources any and all Support Documentation which is considered to be part of said application process.

SO ADOPTED, this 21st day of September 2023.

ATTEST:

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Resolution
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	CPL Task Order Resolution
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Recreation Department is seeking assistance to evaluate and design specific improvements to the Main Street Entrance of the Pine Mountain Recreation Area. CPL Architecture, Engineering, and Planning submitted a proposal to provide Professional Consulting and Design Services, which includes project cost estimates and bidding assistance for \$14,790.00.</p> <p>This request is not budgeted. If approved, this will be paid from the Capital Expense Account.</p>
LEGAL:	Reviewed by Archer & Lovell

RESOLUTION _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE AUTHORIZING THE CITY OF CARTERSVILLE TO ENTER INTO A CONTRACT WITH CPL FOR DESIGN SERVICES FOR THE MAIN STREET PARKING TRAILHEAD AT PINE MOUNTAIN RECREATION AREA IMPROVEMENTS AND FOR OTHER PURPOSES AT THE REGULAR MEETING OF THE CITY COUNCIL HELD ON SEPTEMBER 21, 2023.

WHEREAS, the City of Cartersville desires to make upgrades to the Main Street Parking Trailhead at Pine Mountain Recreation Area to include restrooms, picnic tables, and a drinking water fountain; and

WHEREAS, the City of Cartersville intends to apply for grant funding through the Department of Natural Resources’ Recreational Trails Program to fund the improvements; and

WHEREAS, CPL has submitted a proposal to the City to develop the design for the improved Main Street Parking Trailhead at Pine Mountain Recreation Area that will provide high-quality experiences for all; and

WHEREAS, the Mayor of Cartersville deems it to be in the best interest of the citizens of the City of Cartersville to enter into a contract with CPL for the upgrades to the Main Street Parking Trailhead at Pine Mountain Recreation Area; and

NOW THEREFORE BE IT RESOLVED AND IT HEREBY IS RESOLVED that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to accept the proposal from CPL for design services to the Main Street Parking Trailhead at Pine Mountain Recreation Area and to award the contract to CPL in the amount of \$14,790.00 for predesign and research, concept design, and final illustrative concept drawings.

BE IT FURTHER RESOLVED that the Mayor of Cartersville is authorized and directed to enter into a contract with CPL for the design of the Main Street Parking Trailhead at Pine Mountain Recreation Area, and to issue a notice to proceed as provided for therein.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 21st day of September, 2023.

ATTEST:

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

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



September 8, 2023

Steve Roberts, Director
Cartersville Parks and Recreation
100 Pine Grove Road
Cartersville, GA 30120

Re: Professional Planning Services for the Recreational Trails Program Grant Application – Cartersville Trailhead Improvements at Main Street Entrance to Pine Mountain

Dear Mr. Roberts:

CPL Architecture, Engineering, and Planning (CPL) is pleased to submit our proposal for Professional Consulting and Design Services to the City of Cartersville for the Cartersville Trailhead Improvements. We understand that the City is seeking assistance with evaluating and designing specific improvements to the Main Street Entrance of the Pine Mountain Recreation Area. The specific program scope and deliverables for the project are listed below and were taken from the initial email request dated August 31 and the pre-proposal meeting held virtually on September 7.

FIRM AND STAFF QUALIFICATIONS:

Our firm and team members are well qualified to provide the services you have requested in the timeframe required. CPL and our staff have completed numerous similar projects all over the country, most recently for Spalding County as a part of the INODIC grant application.

Here is a brief listing of our proposed team, who are all CPL employees:

- Kevin J. McOmer, PE, Principal in Charge
- Cyndee L. Bonacci, CPRP, CYSA, Project Manager
- Mack R. Cain, RLA, LEED AP, Senior Project Advisor/Landscape Architect
- Grace Zhang, RLA, Project Landscape Architect
- Catherine Newberry, Landscape Designer
- Scott Gordon, AIA, LEED AP, Principal Architect
- Mark Baumgart, Architectural Designer
- Danny Jones, AIA, LEED AP, CPL Creative Labs

SCOPE OF WORK:

MAIN STREET ENTRANCE TRAILHEAD IMPROVEMENTS

Project Program

- Evaluate site for addition of prefabricated restroom building – single occupancy, male and female, with water closet
- Evaluate and identify stormwater management strategies
- Identify and locate all new site amenities (benches/tables) – no standard identified

Cartersville Trailhead Improvements
RTP Application

- Identify area for additional parking
- Include bottle filler water fountain with dog bowl
- Include selection of a pavilion having an approximate size of 10 feet by 12 feet and include location in design
- Include all connections to existing utilities
- Add LED lighting on restroom for dusk return off trail
- Offer an opinion of probably costs (OPC) for entire project – break into categories for covered by grant, not covered by grant, and potential future additions
- Identify area needing field survey
- Generate current aerial imagery of site using the firm’s drone technology
- Plan for LDP and Building Permit

Deliverables shall include:

- A minimum of one site visit for planning
- Appropriate virtual meetings for consultation with staff
- Concept drawing in color of site plan
- One project board that adequately depicts concept of entire project
- Detailed opinion of probable costs for each program element of project area
- Detailed estimate of engineering to produce construction and bid documents to include bidding assistance and construction administration
- All costs will be based on work being completed by contractors

SCOPE OF SERVICES / WORKFLOW PROCESS:

The project shall proceed with the focus that the RTP grant submission deadline is November 1, 2023. Work will be conducted across all phases of this project simultaneously to meet this short deadline.

TASK 1 – Predesign and Research:

● **Data Collection:**

Project Manager will assist the client staff, as necessary, to collect available pertinent base data. This data may include, but is not necessarily limited to:

- GIS Boundary and topographic surveys
- Easement boundary plan
- Aerial photography of the park sites
- Assemble proposed prefabricated building choices
- Review local Building codes and zoning ordinance
- Assemble utility information on the site
- Collect all data and documentation available from the Parks Department
- Any other studies that may be deemed important as part of the study
- All documents defining the grants and their specific process

Cartersville Trailhead Improvements
RTP Application

- **Site Visit:**

CPL team will prepare for and conduct an on-site evaluation of the parks:

- CPL will prepare an interim base map for the trip from GIS data
- CPL team will conduct a thorough site analysis and conceptual program evaluation
- Photograph the site and note important data for the base sheet
- CPL engineers to evaluate utility and drainage existing conditions
- CPL landscape architect to assess and evaluate site conditions.

- **Kickoff Meeting:** (same day as site visit)

Project Manager will conduct a kick-off meeting with city parks staff to accomplish the following:

- Introduce the team members
- Review the existing site data and interim base sheet
- Discuss the dynamics of the team interaction with other participants
- Discuss products to be provided by other members of the team
- Discuss the proposed program and establish a schedule
- Review the potential budget for construction
- Discuss the requirements of the Grant Application
- Discuss the conditions and goals of the structures and amenities
- Discuss and establish the project schedule of deliverables
- Walk the site together
- Document any changes to the project understanding

TASK 2 -Concept Design Phase

- Using the proposed development program and goals, CPL will prepare a test fit conceptual plan for the site
- Secure prefabricated footprints
- CPL architects will prepare conceptual plans
- CPL engineers will prepare utility and drainage recommendations
- Prepare concept planting plan and plant list
- CPL will prepare a conceptual estimate of the proposed improvements
- CPL will coordinate with preferred vendors
- Teams Meeting: Upon completion of the concept design, CPL will arrange for a TEAMS meeting with the client and other team members to accomplish the following:
 - Review initial concept plan
 - Review proposed structures and amenities
 - Review chosen products and lighting fixtures
 - Review budget cost estimates with alternates
 - Establish final design and budget changes
 - Discuss expectations for the final drawings
 - Discuss schedule and grant application requirements

Cartersville Trailhead Improvements
RTP Application

TASK 3 - Final Illustrative Concept Drawings

- Prepare Final Concept Plans and building footprints based on TEAMS meeting
- Send Final Concept Plan to Parks Staff for final approval
- Prepare Illustrative Site Plan
- Indicate location for pavilion
- Prepare color footprints and elevations of structures
- Prepare final opinion of probably costs by disciplines and items
- Prepare design and engineering estimate for completion of the improvements
- Forward all deliverables to the Client

Implementation Phase

Although not included in this proposal, CPL is prepared to produce construction documents for all architectural, civil, structural, mechanical, MEP, security, information technology, and landscape architecture, as determined necessary for implementation.

ASSUMPTIONS AND EXCLUSIONS:

1. No additional trailhead signage is needed
2. Site is to also honor former director, Greg Anderson, who passed away in 2022
3. Work shall be completed primarily by Landscape Architecture Discipline.
4. Architecture Discipline to review provided plan for satisfaction of local and state building codes to include life safety and fire codes for restroom
5. Architecture Discipline to review provided vendor costs and create overall costs
6. Trailhead area is maintained and operated by City of Cartersville through a dedicated easement issued by Komatsu
7. Komatsu approval is required and will be coordinated by City
8. GIS Data and other maps are available from City of Cartersville and Bartow County at no cost to CPL
9. City is its own LIA, no GSWCC involvement
10. No wetlands or environmental issues are obvious on site
11. All necessary utilities are present along Komatsu Drive
12. City will waive permit fees
13. Survey will need to be added during implementation phase
14. Restroom can be prefab
15. Site is open from dawn to dusk
16. Environmental investigations and clearance are not included at this time
17. Design development and construction documents are not part of the proposal
18. Payment shall be made in one lump sum upon completion of deliverables
19. Completed deliverables to be delivered by November 1, 2023

Fee Proposal:

For the above-described Scope of Services, CPL proposes the following Lump Sum Fee. Additional services would be available upon request. See the hourly rates in Appendix "B".

Deliverables Price for Main Street Entrance Improvements – Pine Mountain **\$14,790**

Terms and Conditions:

This Agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" attached hereto.

This document, together with the exhibits identified herein, constitutes the entire understanding between the **City of Cartersville** and CPL in respect to the Services identified and may only be modified in writing signed by both parties. If this document satisfactorily sets forth your understanding of the arrangement between the City and CPL, please sign the enclosed copy in the space provided and return it to us. This Proposal will be open for acceptance for 30 (thirty) days from the date of the letter.

Please contact us if you have any questions or require any additional information. Our team is passionate about recreational projects and looks forward to working with you.

Sincerely,

CPL Architects, Engineers & Planners



Kevin J. McOmbler, P.E.
Executive Vice President

APPENDIX "A"

TERMS AND CONDITIONS

1. CPL Architecture, Engineering, and Planning (hereinafter CPL) shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth in the agreement. In providing services under this Agreement, CPL shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.

2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Clients sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.

3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL. Any such additional compensation must be approved, in writing, by the City Council of Peachtree City prior to such additional services being provided.

4. Construction cost estimates prepared by CPL represent CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.

5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is

performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.

7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.

8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

10. This Agreement shall be governed by the laws of the State Georgia. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$15,000 or the Consultant's total fee for services rendered on this Project, whichever is greater. To the extent permitted by Georgia law, it is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds. To the extent permitted by Georgia law, in the event the Client does not wish to limit the Consultant's professional liability, the Consultant agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay 25% of the Consultant's total fee within five (5) calendar days after this agreement is fully executed. Given that there is no indemnification of third parties by a city under Georgia law, there should not be an additional fee to be paid for any type of limitation of liability waiver, this additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors,

administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

13. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by CPL without obtaining CPL's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against CPL and to release CPL from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CPL from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Client also agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to CPL's construction documents, including electronic files, without the prior written approval of CPL and that further requires the Contractor to indemnify both CPL and the Client from any liability or cost arising from such changes made without such proper authorization.



**APPENDIX “B”
CPL HOURLY RATES**

BILLING ROLE	BILLING RATE
Principal Architect	\$270.00
Principal Engineer	\$270.00
Principal Consultant	\$180.00
Project Manager	\$180.00
Senior Planner	\$165.00
Senior Engineer MEP	\$165.00
Landscape Architect	\$165.00
Senior Engineer Civil/Structural	\$150.00
Senior Interior Designer	\$150.00
Planner	\$135.00
Project Architect	\$135.00
Project Engineer MEP	\$135.00
Project Engineer Civil/Structural	\$120.00
Resident Observer	\$120.00
Interior Designer	\$105.00
Junior Planner	\$90.00
Junior Engineer	\$90.00
Junior Draftsperson	\$90.00
Clerical/Administrative	\$75.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	178 W. Main Street Concept Plan
DEPARTMENT SUMMARY RECOMMENDATION:	Womack Brothers LLC is seeking approval of conceptual plans for City Overlook, a proposed townhome development located at 178 W. Main Street and a change in buyers name to City Overlook Cartersville, LLC.
LEGAL:	Reviewed by Archer & Lovell

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

178 W MAIN STREET
CARTERSVILLE, GEORGIA

CITY OF CARTERSVILLE (“Seller”)
and
CITY OVERLOOK CARTERSVILLE, LLC (“Buyer”)

This Fourth Amendment to Commercial Real Estate Purchase and Sale Agreement (“Fourth Amendment Agreement”) is entered into as of this ____ day of _____, 2023, by and between, **CITY OVERLOOK CARTERSVILLE, LLC**, a Georgia limited liability corporation (“Buyer”), as assignee of **WOMACK BROTHERS, LLC.**, a Georgia limited liability corporation and the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (“Seller”).

RECITALS

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

WHEREAS, Buyer and Seller entered into a First Amendment to Purchase and Sales Agreement on May 18, 2023; and

WHEREAS, Buyer, with the approval of Seller, assigned its rights to the Agreement to Womack Brothers, LLC on July 6, 2023; and

WHEREAS, Buyer and Seller entered into the Second Amendment to Purchase and Sales Agreement on July 6, 2023; and

WHEREAS, Buyer and Seller entered into the Third Amendment to Purchase and Sales Agreement on August 10, 2023; and

WHEREAS, Buyer, with the approval of Seller, assigned its rights to the Agreement to City Overlook Cartersville, LLC on September 8, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree to revise the name of the Buyer to City Overlook Cartersville, LLC.

All other provisions of the Agreement, First Amendment, Second Amendment, and Third Amendment not changed herein, shall remain as is.

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

SELLER:

PURCHASER:

CITY OF CARTERSVILLE, GEORGIA,
a municipal corporation

CITY OVERLOOK CARTERSVILLE, LLC,
a Georgia limited liability corporation

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

_____ [Seal]
By: Matthew R. Womack, Managing Member

Attest: _____
Julia Drake, City Clerk

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Georgia

County of Bartow, ss.

On this ____ day of September, 2023, before me appeared **CITY OVERLOOK CARTERSVILLE, LLC**, as the **BUYER(S)** of this Fourth Amendment to Commercial Real Estate Purchase Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

Print Name: _____

My commission expires: _____

(Seal)

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Georgia

County of Bartow, ss.

On this ____ day of September, 2023, before me appeared **CITY OF CARTERSVILLE** as the **SELLER(S)** of this Third Amendment to Commercial Real Estate Purchase Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: _____

Print Name: _____

My commission expires: _____

(Seal)

**EXHIBIT “B”
(Project Schedule)**

Due Diligence Period Clear title Zoning/engineering work Site Planning Permitting application	Extended Through and Including July 16, 2023
Submission of conceptual site plans to be approved by city	Extended through and including July 16, 2023
Approval of conceptual site plans by City	July 16, 2023 – October 6, 2023
Closing Date	October 24, 2023
Land disturbance permit issued and demolition and site development to commence	November 7, 2023
Submission of final building and construction plans	November 29, 2023
City Council consideration of final construction plans	December 7, 2023
On-site improvements, demolition, and site grading ready for development completion Construction to begin/building permits issued	May 6, 2024
Construction to begin/building permits issued	June 6, 2024
Estimated completion time for construction	May 2, 2025
Issuance of Certificate of Occupancy	May 23, 2025

Utilities Protection Center, Inc.



**IF YOU DIG GEORGIA
CALL US FIRST!**
1-800-282-7411
It's The Law!

***** ELEVATION NOTE *****

TOPOGRAPHIC INFORMATION PROVIDED BY SMITH & SMITH LAND SURVEYORS, P.C. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL EXISTING AND PROPOSED ELEVATIONS, GRADES ON STREET, STORM DRAINS, AND UTILITIES PRIOR TO CONSTRUCTION. IF AN DISCREPANCY IS FOUND THEN IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER.

***** CARTERSVILLE FIRE DEPT ***
*** REQUIREMENTS *****

Plan Requirements for Cartersville Fire Department

- Fire hydrants are to be not more than 900ft. apart with additional hydrants located as necessary to permit all portions of buildings to be reached by hose lays of not more than 300 feet in length. All fire hydrants should be shown on all plans in accordance with Cartersville Development Regulations sections 3.3.3. GENERAL COMMERCIAL zoning requires 300 ft. separation.
- All new fire hydrants shall be flow tested in accordance with approved practices of I.S.O. AWWA and the N.F.P.A. to determine the GPM flow for that hydrant. Hydrants will then be color coded in the following fashion in accordance with N.F.P.A. 291 and Cartersville ordinance 9-34 Fire Hydrant Testing, Maintenance and Identification:
 - Barrels: Safety Yellow
 - Bonnets and Caps:
 - GPM flow 0 to 499 - Safety Red*
 - GPM flow 500 to 999 - Safety Orange*
 - GPM flow 1000 to 1499 - Safety Green*
 - GPM flow 1500 - Safety Blue*

* Color coding is only descriptive of the GPM flow at the time of the last documented test.

 - Trim of bonnet: Silver or White Reflective
 - Out of service hydrants shall be solid yellow with no reflective strip until placed in service or removed.
 - All private hydrants are to be painted solid red, barrels, bonnets, and caps
- Buildings needing sprinkler systems per Sec. 9-2 must have a fire hydrant within 50ft. of the sprinkler vault and F.V.C. The vault, F.V.C. P.V. and the hydrant must be shown on plans. P.V.'s must be electronically supervised and padlocked.
- Separate sprinkler and fire alarm plans, if required, must also be submitted for approval.
- Fire Department connections shall be located a minimum of 50 ft. or 1 1/2 times the height of the structure, whichever is greater, from the building.
- In addition to a hard copy, a copy of all CAD files on buildings and subdivisions in DWG, DXF, or C2D format shall be provided. Micro station and AutoCAD have specialized entries that cannot be read into other programs. Within these programs, if the drawing is exploded three times all should be removed. More, if not all of the drawing, will be read into our F.H.Sketch CAD program. If we could get a floor and plot plan, we can add the other information to our fire plans. Any information that you have will be appreciated. All files should be emailed to MH@hwydesign.com or brought on disc, flash drive, or other form of portable media storage device.
- Engineers should follow the latest code editions as adopted by the Georgia Department of Community Affairs O.C.G.A. 8-2-209(B). Currently this is 2012 International Fire Code, 2012 NFPA 800 Life Safety Code, and 2010 Edition of ADA, all with State Fire Marshal revisions per the state minimum fire code O.C.G.A. 120-3-3.
 - All life safety items should be shown on building plans, example: fire extinguishers, emergency lights, exit signs.
 - Alarm information, if alarm system is required, should be shown on plans.
 - Any state fire marshal approved plans must also be submitted to CFD for review after stamped for approval by the state fire marshal office.
 - Stamped copy of all applicable plans (site, building, sprinkler, fire alarm, etc.) must be kept on job site at all times.
 - Any new building or renovation over 30% will be required to purchase a Knox Box per Sec. 9-31. This is an emergency key box that is mounted to the building between 5 and 12 feet from the ground. We are not responsible for mounting the box, you are. Order forms can be picked up at Fire Station 1.
 - A minimum 20 foot fire lane in accordance with IFC Appendix D should be maintained around all buildings.

24 Hr Emergency Contact:

Matt Womack
678-776-6872

***** CAUTION *****

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. IF THERE ARE ANY DISCREPANCIES THE ENGINEER MUST BE NOTIFIED. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

*****INSTALLATION OF INFRASTRUCTURE *****

THE OWNER, DEVELOPER AND CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT THE INSTALLATION OF ANY AND ALL INFRASTRUCTURE SHALL COMPLY TO ALL CITY OF CARTERSVILLE AND ANY APPLICABLE UTILITY COMPANY, RULES, REGULATIONS AND SPECIFICATIONS. THIS REQUIREMENT APPLIES TO ALL MATERIALS, INSPECTIONS, AND INSTALLATION PROJECTS REQUIRED FOR THIS PROJECT. BY ANY DEPARTMENT OF THE CITY OF CARTERSVILLE. THIS MAY INCLUDE REQUIREMENTS THAT ARE NOT SHOWN IN SPECIFIC DETAIL ON THIS PLAN, BUT ARE STILL REQUIRED BY THE CITY OF CARTERSVILLE. IF THERE IS ANY QUESTION PERTAINING TO THIS REQUIREMENT, THE OWNER, DEVELOPER AND CONTRACTOR MUST CONTACT THE APPROPRIATE DEPARTMENT TO ENSURE ALL WORK IS DONE IN ACCORDANCE WITH ALL SPECIFICATIONS.

*****PARKING-OUTDOOR LIGHTING*****

PARKING LOT OUTDOOR LIGHTING SHALL HAVE A MAXIMUM HEIGHT OF FORTY-FIVE (45) FEET AND SHALL BE DIRECTED AWAY AND SHIELDED FROM ADJUTING RESIDENTIAL DISTRICTS.

*****DUMPSTER NOTE*****

A DUMPSTER IS NOT PROPOSED FOR THIS DEVELOPMENT. INDIVIDUAL CURBSIDE PICKUP TRASH RECEPTACLES (CURBSIES) WILL BE USED.

***** CARTERSVILLE ELECTRIC SYSTEM *****

CARTERSVILLE ELECTRIC SYSTEM NOTES

- THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE ELECTRICAL SERVICE PRIOR TO CONSTRUCTION (770-387-5631)
- ALL SERVICE INSTALLATIONS SHALL COMPLY WITH THE CURRENT NATIONAL ELECTRICAL CODE.
- ANY TRENCHING OR CUTTING OF EXISTING CONCRETE OR ASPHALT SHALL BE REPAIRED BY THE CONTRACTOR. CARTERSVILLE ELECTRIC SYSTEM (CES) WILL COMPACT AND BACKFILL THEIR TRENCHES WITH EARTH AND/OR GRAVEL. THE CONTRACTOR SHALL REPAIR OR REPLACE CONCRETE OR ASPHALT SURFACES AS REQUIRED.
- THE ELECTRICAL CONTRACTOR SHALL ABIDE BY THE LATEST VERSION OF THE CARTERSVILLE ELECTRIC SYSTEM CONTRACTOR'S MANUAL FOR CES CONSTRUCTION SPECIFICATIONS.
- A MINIMUM OF TWELVE (12) INCHES OF VERTICAL SEPARATION SHALL BE MAINTAINED AT ALL CROSSINGS OVER OR UNDER CES UNDERGROUND LINES.
- A MINIMUM OF 36" HORIZONTAL SEPARATION SHALL BE MAINTAINED FROM ALL UNDERGROUND FACILITIES INSTALLED PARALLEL TO CES UNDERGROUND LINES.
- NO SHRUBS, TREES OR STRUCTURES SHALL BE PLACED WITHIN TEN (10) FEET OF THE FRONT, OR WITHIN FOUR (4) FEET OF THE SIDES OR REAR OF PAD MOUNTED TRANSFORMERS.
- ALL METERING LOCATIONS SHALL BE COORDINATED WITH CES PRIOR TO INSTALLATION. CES MUST APPROVE THE LOCATION OF ALL METERING POINTS.
- EROSION & SEDIMENT CONTROL SHALL BE ADDRESSED AS FOLLOWS:
 - CES SHALL APPLY STRAW OR HAY MULCH OVER ALL AREAS DISTURBED SPECIFICALLY BY THE CONSTRUCTION OF THE CES ELECTRICAL FACILITIES WITHIN THE DEVELOPMENT.
 - THE CONTRACTOR SHALL MAINTAIN OR RE-APPLY SUCH EROSION AND SEDIMENT CONTROL MEASURES AS REQUIRED TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL EROSION AND SEDIMENT CONTROL REQUIREMENTS AFTER INITIAL APPLICATION BY CARTERSVILLE ELECTRIC SYSTEM.
 - THE CONTRACTOR SHALL PROVIDE, INSTALL, MAINTAIN AND REMOVE ANY AND ALL EROSION AND SEDIMENT CONTROL MEASURES NECESSARY OR REQUIRED TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL EROSION AND SEDIMENT CONTROL REQUIREMENTS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO THOSE WHICH MAY BE ASSOCIATED WITH THE CONSTRUCTION OF THE CES ELECTRICAL FACILITIES WITHIN THE DEVELOPMENT, WITH THE EXCEPTION OF THE MEASURES LISTED IN THESE NOTES AS BEING COMPLETED BY CES.
 - ANY AND ALL BMP'S IN CONFLICT WITH THE PROPOSED CES CONSTRUCTION SHALL BE RELOCATED OR REMOVED AND REPLACED BY ANY AT THE EXPENSE OF THE DEVELOPER.
- UNLESS OTHER ARRANGEMENTS ARE MADE BETWEEN ALL AFFECTED PARTIES (INCLUDING CES), ALL PROPOSED UTILITY EASEMENTS SHALL BE CLEARLY MARKED AND LABELED ON THE JOB SITE BY A PROFESSIONAL SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- ANY REQUESTED RELOCATION OF CES POLES OR OTHER FACILITIES SHALL BE DONE AT THE CUSTOMER'S EXPENSE. RELOCATIONS WILL BE DONE AT THE DISCRETION OF CES, AND ONLY AFTER RELOCATION COSTS HAVE BEEN PAID IN FULL.

STORMDRAIN INSTALLATION

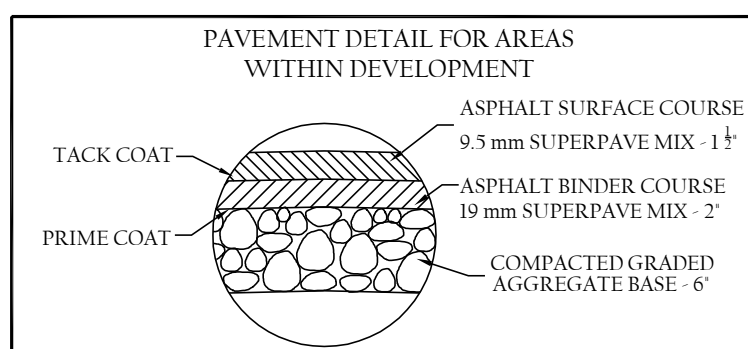
PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR AND/OR DEVELOPER MUST VERIFY THAT THE PROPOSED STORMDRAIN CAN BE INSTALLED AS SHOWN, AND AVOID ANY CONFLICTS WITH ANY EXISTING UTILITIES. CONTACT STEPHENSON ENGINEERING, INC. WITH ANY QUESTIONS.

KEITH & ANN PROPERTIES, LLC
ZONED: P-S

EXISTING IMPERVIOUS AREA = 57,607 S.F.
PROPOSED IMPERVIOUS AREA = 45,683 S.F.

ALL ACCESSIBLE RAMPS AND ACCESS AISLES SHALL MEET ALL CODES AND ADAAG REGULATIONS.

PROPOSED ASPHALT PAVEMENT AREAS WITHIN DEVELOPMENT



LEGEND

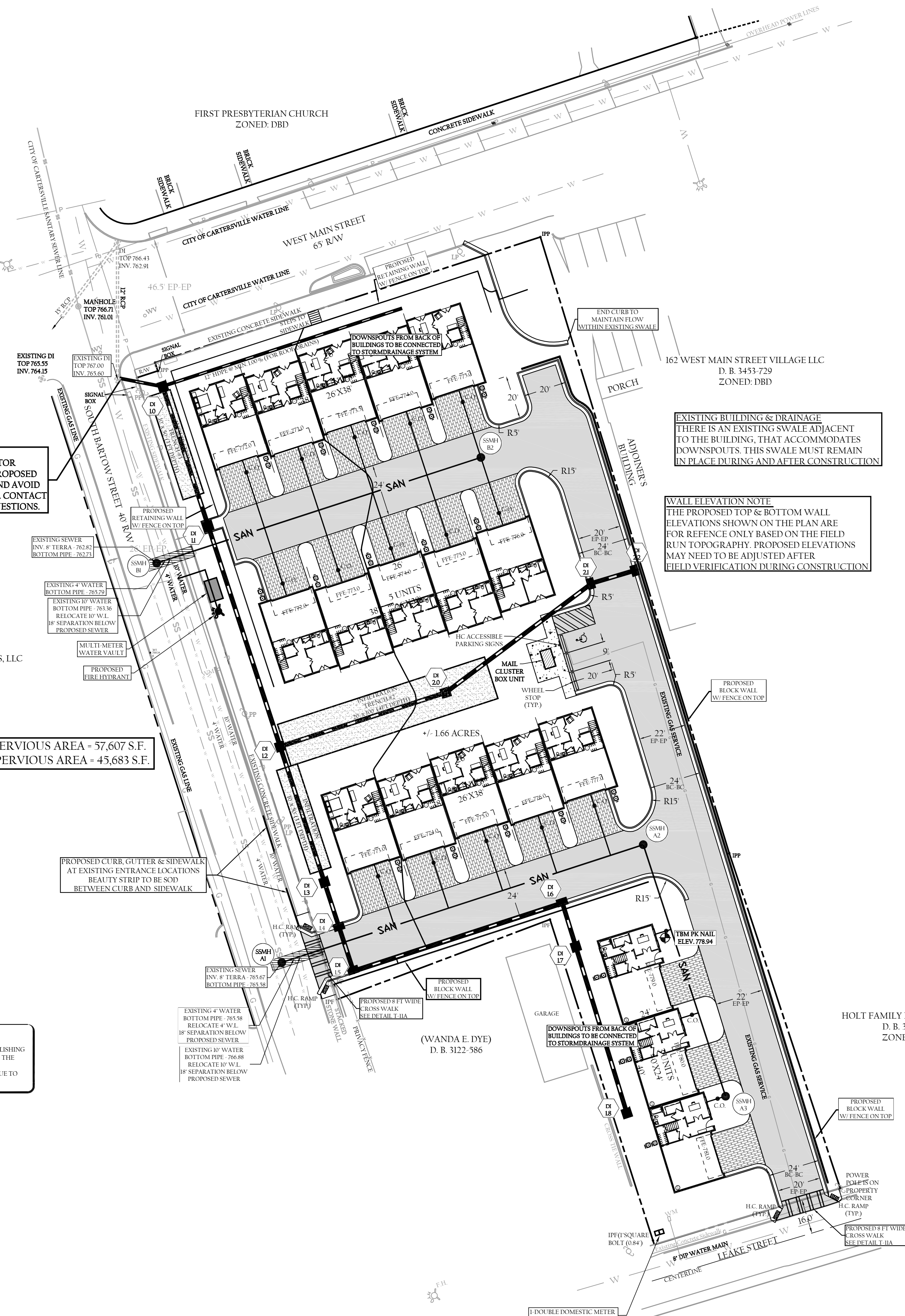
- 771--- EXISTING MINOR CONTOUR
- 770--- EXISTING MAJOR CONTOUR
- 770--- PROPOSED CONTOUR
- S--- SANITARY SEWER
- CO ● SANITARY SEWER MANHOLE
- WV ○ SANITARY SEWER CLEANOUT
- WM WATER VALVE
- WM WATER METER
- W--- WATER LINE
- G--- NATURAL GAS LINE
- ⊙ FIRE HYDRANT
- ⊙ BENCHMARK
- ⊙ LP EXISTING LIGHT POLE

*****WATER & SEWER SERVICE TO SITE*****

THE OWNER / DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ESTABLISHING WATER AND SEWER SERVICE TO THE DEVELOPMENT. ADJUSTMENTS AND ADDITIONS TO THE WATER AND SEWER PIPING SHOWN ON THESE PLANS MAY BE NECESSARY TO ACCOMMODATE DIFFERENCES IN EXISTING UTILITIES ENCOUNTERED IN THE FIELD OR DUE TO NEEDED MODIFICATIONS DETERMINED AT THE TIME OF CONSTRUCTION.

***** FIRE VAULT - PIV NOTE *****

NOTE: PIV SHALL BE ELECTRONICALLY SUPERVISED BY THE FIRE ALARM SYSTEM. ELECTRICIAN IS RESPONSIBLE FOR INSTALLING 3/4" CONDUIT FROM THE PIV TO THE BUILDING FOR ELECTRONIC MONITORING.



*****CARTERSVILLE GAS & UTILITIES NOTE*****

THERE IS NATURAL GAS SERVICE PROPOSED FOR THIS SITE.

*****GAS CROSSINGS NOTE*****

A MINIMUM 24" OF VERTICAL SEPARATION AND A MINIMUM 36" OF HORIZONTAL SEPARATION SHALL BE MAINTAINED WITH ALL NATURAL GAS FACILITIES AND CROSSINGS PROPOSED WITHOUT THE REQUIRED SEPARATION SHALL NOT BE COMPLETED WITHOUT THE EXPRESSED APPROVAL OF THE GAS SYSTEM AND SHALL BE COORDINATED WITH JASON HUBBARD OF THE GAS SYSTEM AT 770.387.5642.

*****CARTERSVILLE GAS SYSTEM NOTES *****

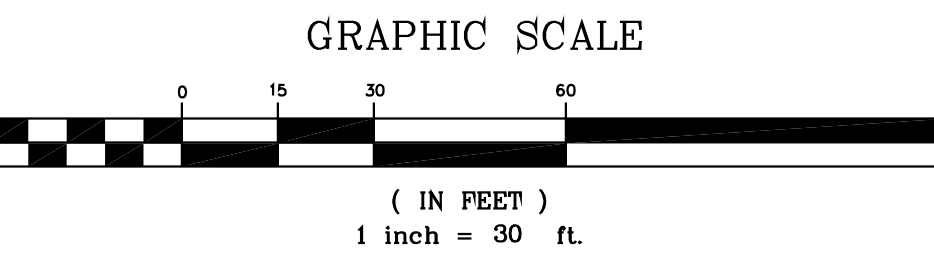
A MINIMUM 24" OF VERTICAL SEPARATION AND A MINIMUM 36" OF HORIZONTAL SEPARATION SHALL BE MAINTAINED WITH ALL NATURAL GAS FACILITIES AND CROSSINGS PROPOSED WITHOUT THE REQUIRED SEPARATION SHALL NOT BE COMPLETED WITHOUT THE EXPRESSED APPROVAL OF THE GAS SYSTEM AND SHALL BE COORDINATED WITH JASON HUBBARD OF THE GAS SYSTEM AT 770.387.5642.

*****GAS SYSTEM NOTES*****

A. ALL EARTHWORK AND/OR CURBING IN THE AREAS OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE COMPLETED PRIOR TO THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES.
B. COORDINATE THE INSTALLATION AND COSTS (IF ANY) OF THE PROPOSED NATURAL GAS FACILITIES WITH JASON HUBBARD OF THE GAS SYSTEM AT 770.387.5642.
C. THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE COMPLETED PRIOR TO ANY AND ALL PAVING WITHIN THE AREAS OF THE PROPOSED NATURAL GAS FACILITIES. PAVING PLACED PRIOR TO THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES REQUIRING REMOVAL FOR THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE REMOVED AND REPLACED BY THE DEVELOPER AT THE DEVELOPER'S EXPENSE.
D. THE TOTAL CONNECTED LOAD OF EACH METER INCLUDING EXISTING LOADS, IF APPLICABLE, AND REQUESTED DELIVERY PRESSURE (7" W.C., 5 PSIG OR 30 PSIG-NOMINAL) SHALL BE PROVIDED TO THE GAS SYSTEM OFFICES AT 770.387.5642 PRIOR TO REQUESTING NATURAL GAS SERVICE.

*****EROSION & SEDIMENT CONTROL NATURAL GAS FACILITY INSTALLATIONS*****

A. THE CITY OF CARTERSVILLE GAS SYSTEM WILL OR CAUSE TO PROVIDE AND APPLY STRAW OR HAY MULCH TO A DEPTH OF 6" OVER ALL AREAS DISTURBED SPECIFICALLY BY THE CONSTRUCTION OF THE NATURAL GAS FACILITIES WITHIN THE DEVELOPMENT PROVIDED NO FURTHER DISTURBANCE OF SUCH AREAS ARE PLANNED WITHIN 14 DAYS OF INITIAL DISTURBANCE OR AS REQUIRED BY THE LOCAL JURISDICTION.
B. THE DEVELOPER WILL OR CAUSE TO MAINTAIN OR RE-APPLY SUCH EROSION AND SEDIMENT CONTROL MEASURES AS NECESSARY OR REQUIRED TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL EROSION AND SEDIMENT CONTROL REQUIREMENTS AFTER INITIAL APPLICATION AS REQUIRED BY #1 ABOVE.
C. THE DEVELOPER WILL OR CAUSE TO PROVIDE, INSTALL, MAINTAIN AND REMOVE ANY AND ALL EROSION AND SEDIMENT CONTROL MEASURES NECESSARY OR REQUIRED TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL EROSION AND SEDIMENT CONTROL REQUIREMENTS WHICH MAY BE ASSOCIATED WITH THE CONSTRUCTION OF THE NATURAL GAS FACILITIES WITHIN THE DEVELOPMENT OTHER THAN #1 ABOVE.
D. ANY AND ALL SILT AND EROSION CONTROL DEVICES IN CONFLICT WITH THE CONSTRUCTION OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE RELOCATED OR REMOVED AND REPLACED BY AND AT THE EXPENSE OF THE DEVELOPER.



Meeting: September 21, 2023 Item# 6

STEPHENSON ENGINEERING, INC.
CIVIL ENGINEERING, LAND PLANNING & DEVELOPMENT CONSULTING
PO BOX 3808
110 N. TENNESSEE ST., SUITE D
CARTERSVILLE, GEORGIA 30130
EMAIL: STEPHENSONENGIN@YAHOO.COM
PHONE: (770) 882-2967
FAX: (770) 882-1742

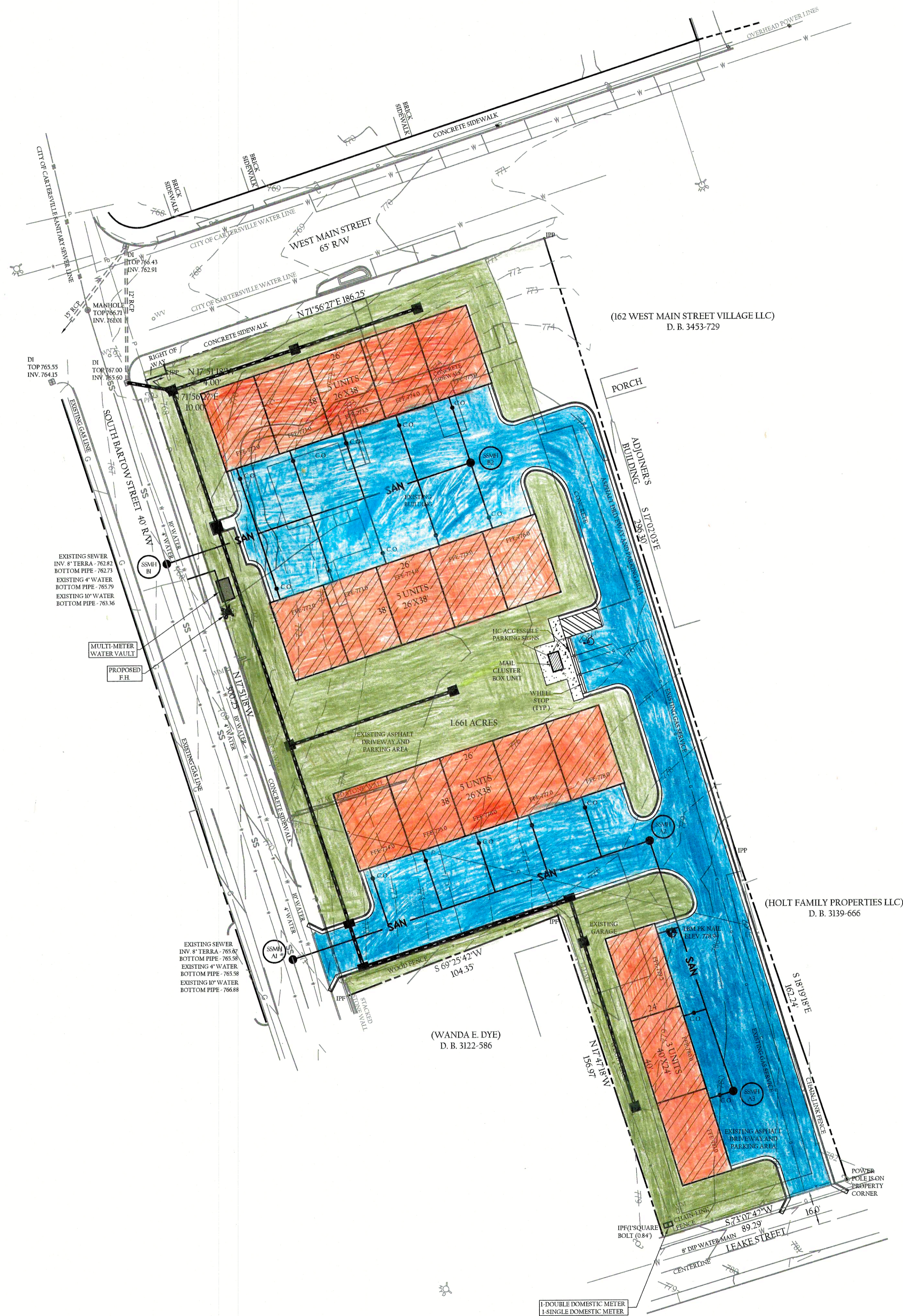
REVISION	DATE

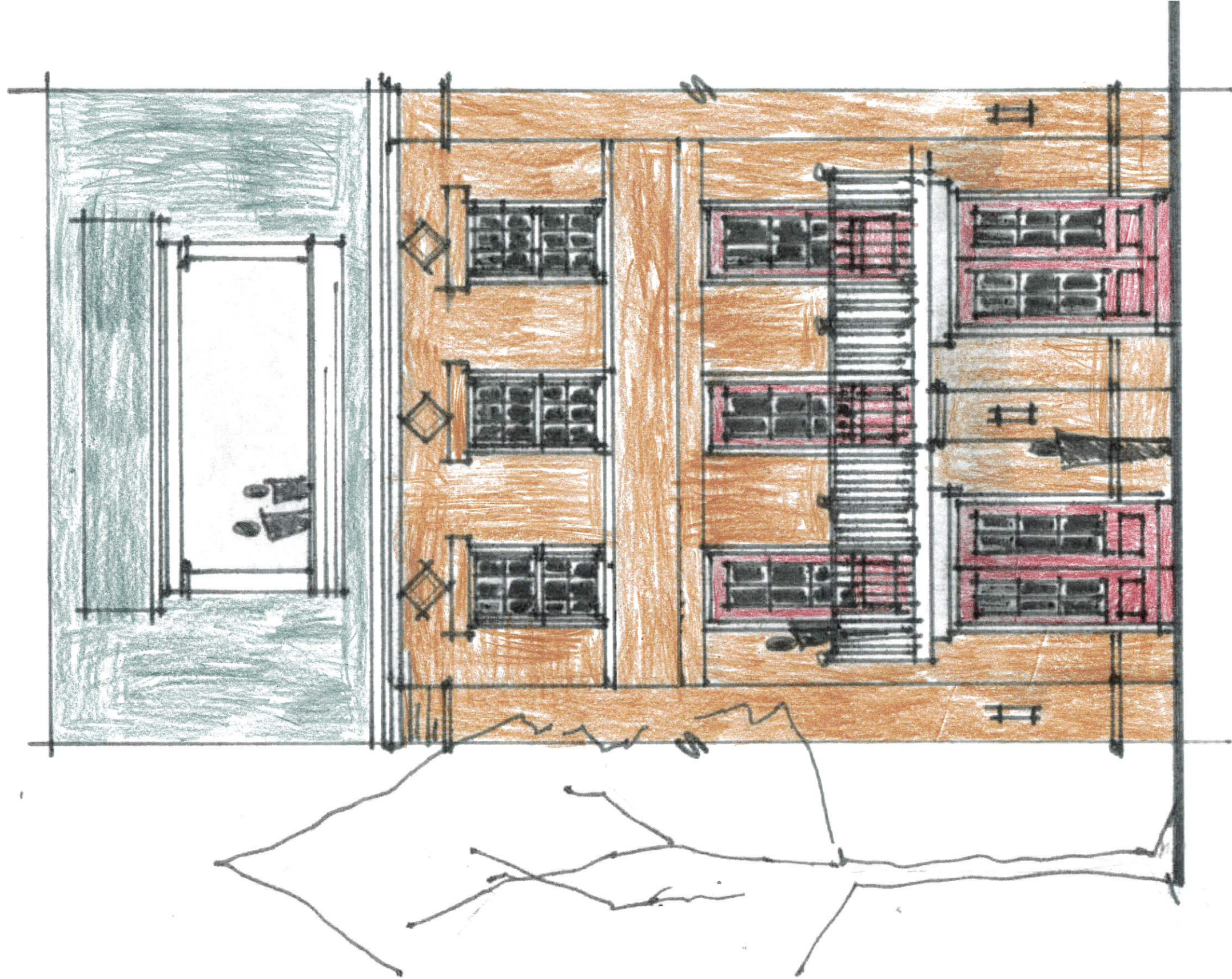
THE HOLDER OF THIS DOCUMENT WAIVES ALL CLAIMS AGAINST STEPHENSON ENGINEERING, INC. FOR ANY UNAUTHORIZED CHANGES OR REUSE OF THIS DOCUMENT. THE HOLDER OF THIS INSTRUMENT OF SERVICE OF STEPHENSON ENGINEERING, INC. HEREBY WAIVES AND RETAINS ALL RIGHTS OF COMMON LAW, STATUTE AND COPYRIGHT THEREIN.

OWNER/DEVELOPER:
City Overlook Cartersville, LLC
P.O. Box 3607
Cartersville, GA 30120
Phone: 678-776-6872
24-hr Contact: Matt Womack
email: matt@womackbro.com

City Overlook
Located in Land Lot 18
4th District, 3rd Section
City of Cartersville, Georgia

PROJECT# 23-015	DATE 9-6-23
SHEET TITLE Staking & Utility Plan	
SHEET NO. C3	





* ALL RENDERINGS, FLOOR PLANS, AND SITE PLAN CONCEPTS ARE SUBJECT TO CHANGE



BARTOW - MAIN
CONCEPTS 26X38 UNIT





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Certificate of Dedication for the Emerson RV Park
DEPARTMENT SUMMARY RECOMMENDATION:	This is a standard certificate of dedication for the acceptance of water lines, meters, hydrants, and other infrastructure to the city and is recommended for your approval.
LEGAL:	Reviewed by Archer & Lovell

After recording return to:
Archer & Lovell PC
PO Box 1024
Cartersville, GA 30120

STATE OF GEORGIA
COUNTY OF BARTOW

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT
(Water Lines – Emerson RV Park)

THIS AGREEMENT, made and entered the _____ day of _____, 2023, by and between, **METRO RV EMERSON, LLC** (hereinafter referred to as “Grantor”), and the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation, (hereinafter referred to “Grantee”), provides as follows:

For and in consideration of the approval of a final plat of development in Bartow County, Georgia, approved by the City of Cartersville Water Department, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor, being the owner of fee simple title to all lands shown and depicted upon said Development Plans for Emerson RV Park, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A,” does hereby dedicate and convey in fee simple to Grantee for the use and benefit of the public forever all water lines, water meters, fire hydrant assembly, fire service and vault, and other facilities and infrastructure and other public purposes in accordance with the construction plans as approved for Emerson RV Park, Cartersville, Georgia. Grantor hereby warrants that this

conveyance is free and clear of any liens and encumbrances, except those specifically made known to and accepted by the City in writing.

GRANTOR shall procure a Letter of Credit from _____ (bank) or Maintenance Bond from The Hartford (bonding company) in the amount of \$ 36,165⁵⁰ consisting of 25% of the total cost of the water lines, water meters, fire hydrant assembly, fire service and vault, and other facilities and infrastructure and other public purposes and related improvements. The Maintenance Bond/Letter of Credit shall be issued to Grantee and shall expire pursuant to the conditions stated therein.

Grantor does hereby agree to hold the Grantee harmless for a period of eighteen (18) months from the date of written acceptance by the Grantee and installation by Grantor, of all the water and sewer lines, any water and sewer easements, manholes, fire hydrant assembly, and related facilities and infrastructure, installed in accordance with the construction plans as approved and agrees that the City of Cartersville shall not be liable for claims of damages resulting from negligence in the design, construction installation, maintenance and/or permitting of said improvements, including without reservation any claims for flooding or diversion of surface water caused or created by said development and activities performed on private property by the Grantor, its heirs, successors and assigns. Should any such claim be made against Grantee during the period of this Agreement, Grantor agrees and warrants that upon written notice thereof it will, as its sole cost and expense, defend and indemnify the Grantee fully from any such action. Utilities owned and operated by a governmental body or public utility company not constructed by the Grantor or its contractor shall be the responsibility of the utility and not the Grantor.

At the end of the twelve (12) month maintenance period, the Grantee shall perform an inspection of the development. The Grantor shall be notified of the inspection results in writing within thirty (30) days from the date of expiration of the twelve (12) month maintenance period. If repairs are needed for the improvements to meet City specifications, the Grantor shall be required to make such repairs within sixty (60) days after written notification by the Grantee. If the repairs are not completed, the Maintenance Bond/Letter of Credit shall be called in to pay for the repairs. Should the amount of the Maintenance Bond/Letter of Credit be inadequate to pay for the repairs, the developer shall pay the remaining amount. Should the Grantor complete necessary maintenance repairs, he shall request in writing to the Grantee for inspection of the maintenance repairs. The Grantee shall make inspection and notify the developer of the inspection results. If the maintenance repairs meet City standards, the Grantee will provide written approval of the improvements and shall assume responsibility for the future maintenance of improvements within the road right-of-way, water and sanitary sewer utilities and all other facilities as provided by law; provided, however, this responsibility shall not commence in any instance where repairs or corrections have not been completed on any claim for which written notice was given to the Grantor during the eighteen (18) month period until such repairs or corrections are complete.

Grantor further covenants that all conveyances of title subsequent hereto shall be subject to the warranties and agreements set forth herein and that subsequent conveyance of title shall not constitute a release of Grantor from the obligations herein assumed.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has affixed its hand and seal the day and year set forth above.

Signed, sealed and delivered in the presence of:

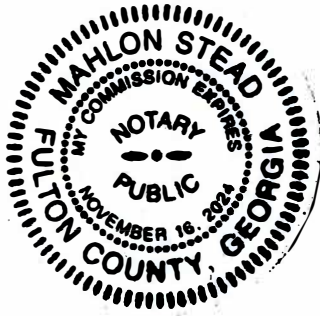
Jordan Ciri

Witness Mahlon Stead

Notary Public

My Commission Expires: 11/16/2024

[SEAL]



METRO RV EMERSON, LLC
(owner)

By: [Signature]

Print Name: L. Todd Baldree

Title: Member

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement for Emerson RV Park, was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 2023 by a vote of:

AYE _____

NAY _____

ABSTAIN _____

ABSENT _____

Matthew J. Santini, Mayor

ATTEST:

City Clerk / Assistant City Clerk

[AFFIX SEAL]



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Stormwater Utility Maintenance Termination Agreement
DEPARTMENT SUMMARY RECOMMENDATION:	The Stormwater Department recommends approval to terminate an existing stormwater detention agreement with CCCTM, LLC.
LEGAL:	Reviewed by Archer & Lovell

After recording return to:

Lee Anne Sapp, Esq.
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326

Cross-reference to the
instruments recorded at:

Book 3132, Page 648, Bartow
County, Georgia Records

STORMWATER UTILITY MAINTENANCE TERMINATION AGREEMENT

THIS STORMWATER UTILITY MAINTENANCE TERMINATION AGREEMENT (“Termination”) is executed as of this ____ day of September, 2023, by CCCTM, LLC, a Georgia limited liability company (“Owner”), and the City of Cartersville, Georgia (“City”; and collectively with Owner, the “Parties”).

W I T N E S S E T H:

WHEREAS, Owner, as successor to Highlands Investment Associates, LLC, entered into that certain City of Cartersville Stormwater Utility Maintenance Agreement dated September 4, 2018, and recorded in Book 3132, page 648, aforesaid records (the “Maintenance Agreement”);

WHEREAS, the Maintenance Agreement grants certain rights in favor of the City;

WHEREAS, the Parties desire to terminate the Maintenance Agreement of record;

NOW, THEREFORE, for and in consideration of value received and for other good and valuable consideration, each on behalf of itself and its respective successors, successors-in-title, heirs, personal representatives and assigns, the Parties hereby terminate the Maintenance Agreement, such termination to be effective as of the date of this Termination. The Parties acknowledge and agree that from and after the date hereof, the Maintenance Agreement shall be null, void and of no further force or effect, and both parties hereby forever waive, release, and discharge any and all claims either party may have against the other with respect to the Maintenance Agreement from and after the date hereof.

This Termination may be executed in any number of counterparts, which when taken together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Termination as of the day and year first above written.

OWNER:

Signed, sealed and delivered in the presence of:

CCCTM, LLC,
a Georgia limited liability company

A. Malore
Unofficial Witness

By: *[Signature]*
O. Hamilton Reynolds, President

Margie Ferguson
Notary Public

My commission expires: 4-17-2024



[Signature Pages Continue]

Signed, sealed and delivered in the presence of:

MAYOR:

Matthew J. Santini

Unofficial Witness

Attested to by:

Notary Public

Julia Drake, City Clerk

My commission expires: _____

[NOTARY SEAL]

I, the undersigned, do hereby affirm and swear, under oath, that all information on this Termination and on any accompanying documents are true and correct.

Signed, sealed and delivered in the presence of:

CITY:

THE CITY OF CARTERSVILLE, GEORGIA,
a Georgia municipal corporation

Unofficial Witness

By: _____
Matthew J. Santini, Mayor

Notary Public

Attested to by:

My commission expires: _____

[NOTARY SEAL]

Julia Drake, City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	2004 Pierce Aerial Repairs
DEPARTMENT SUMMARY RECOMMENDATION:	Respectfully request approval of repairs to be made to our reserve 2004 Pierce Aerial Apparatus for the auto leveling of the aerial bucket. The auto leveling hydraulic motor is no longer supplying fluid to assist in leveling the bucket while it is in operation. This in turn is causing the bucket to pitch forward or backward at an extreme angle and the firefighter in the bucket to become unstable. Therefore, causing the bucket to be unsafe to operate. We have received a quote for parts and labor for repairs from Ten-8, our single source provider for Pierce Fire Apparatus for a total of \$9,218.66. The repair is budgeted and will be covered under vehicle maintenance.
LEGAL:	NA





Original

Service Quote

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

CITY OF CARTERSVILLE, GA

P.O. BOX 1390

CARTERSVILLE GA 30120
USA

Page 1/2
Quote No: 231016944
Quote Date 09/13/23
Sales Employee -No Sales Employee-

Customer No. **C00157**
PO Number **15235**
Equipment Id.:
VIN #:
Description:
Veh. Miles:
Veh. Hours:
Approved:

	Description	Quantity	UoM	Disc. %	Price	Total
COMPL	BASKET NOT LEVELING					
LABOR	LABOR	10		0.00	130.00	1,300.00
53-4562	HYDRULIC POWER UNIT,LEVELING	1	EA	0.00	1,476.15	1,476.15
1275969	CYLINDER,HYD,LEVELING SLAVE RMT, 2.75 X 12 X 1.5	2	EA	0.00	1,115.07	2,230.14
1314236	CONTROLLER,LAD JOYSTICK,NO	1	EA	0.00	1,628.23	1,628.23
Parts	CYLINDER,HYD,LEVELING2.75 X 12 X 1.5	2	EA	0.00	1,115.07	2,230.14
Parts	MISC HOSES AND FLUID	1	EA	0.00	250.00	250.00
SHOP	SHOP SUPPLIES	1		0.00	104.00	104.00
009	Subtotal:					9,218.66

Tax Details

Tax Code	Tax %	Net	Tax

Subtotal: **\$ 9,218.66**

Total Before Tax: **\$ 9,218.66**

Total Tax Amount: **\$ 0.00**

Additional Expenses: _____ Shipping Type: _____

Total Amount: **\$ 9,218.66**

This is an estimate, not a contract, and is valid for 30 calendar days. Estimates are provided on a best-endeavors basis only. Work will be charged based upon the price of parts provided by Ten-8 Fire & Safety, plus labor. If there is any unforeseen work directly related to the repairs on this estimate, the customer will be contacted for authorization to complete the additional work. If the additional work is declined, the customer is still liable for any work already completed per this estimate. By signing below, you authorize Ten-8 Fire & Safety, LLC. to perform the repairs detailed in the estimate above.

Confirm Info : _____ **Signature :** _____

Date : _____



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

CITY OF CARTERSVILLE, GA

P.O. BOX 1390

CARTERSVILLE GA 30120
USA

Original

Meeting: September 21, 2023 Item9.

Page 2/2
Quote No: 231016944
Quote Date 09/13/23
Sales Employee -No Sales Employee-

Customer No. C00157
PO Number 15235
Equipment Id.:
VIN #:
Description:
Veh. Miles:
Veh. Hours:
Approved:

Currency: \$

This is an estimate, not a contract, and is valid for 30 calendar days. Estimates are provided on a best-endeavors basis only. Work will be charged based upon the price of parts provided by Ten-8 Fire & Safety, plus labor. If there is any unforeseen work directly related to the repairs on this estimate, the customer will be contacted for authorization to complete the additional work. If the additional work is declined, the customer is still liable for any work already completed per this estimate. By signing below, you authorize Ten-8 Fire & Safety, LLC. to perform the repairs detailed in the estimate above.

Confirm Info : _____ **Signature :** _____

Date : _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Mimecast Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	This item is the annual support renewal for our Mimecast email security solution. This service provides cloud-based email threat protection for the City of Cartersville. The total amount is \$34,096.46 from SHI. This request is budgeted and recommended for approval.
LEGAL:	N/A



Pricing Proposal
Quotation #: 23913467
Created On 9/7/2023
Valid Until: 9/11/2023

GA-City of Cartersville

District Sales Manager

Steven Grier

GA
United States
Phone: 770-387-5607
Fax:
Email: sgrier@cityofcartersville.org

Bryan Hunt

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7651
Fax: 732-564-8224
Email: Bryan_Hunt@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Add On- Secure Messaging Mimecast - Part#: M_SM_A Coverage Term: 9/11/2023 – 9/10/2024 Note: Mimecast Secure Messaging	300	\$11.00	\$3,300.00
2 Mimecast M3R Mimecast - Part#: M_M3R_250_A Coverage Term: 9/11/2023 – 9/10/2024 Note: Mimecast M3R	300	\$69.89	\$20,967.00
3 Cybergraph for SEG Mimecast - Part#: M_CYBERG-SEG_A Coverage Term: 9/11/2023 – 9/10/2024 Note: Mimecast Cybergraph	300	\$20.90	\$6,270.00
4 Advanced Support Mimecast - Part#: M_ADV-SP_A Coverage Term: 9/11/2023 – 9/10/2024 Note: Mimecast Support	1	\$3,559.46	\$3,559.46
		Total	\$34,096.46

Additional Comments

Mimecast has a no returns policy.

Please Note: all MIMICAST maintenance/subscriptions are auto-renewed and require cancellation prior to 90 days of the executed renewal date.

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Douthit Ferry Fiber Relocation
DEPARTMENT SUMMARY RECOMMENDATION:	This item is for the relocation of our fiber optic infrastructure located at the intersection of Old Alabama Rd and Douthit Ferry Rd. The total amount is \$9,430.05 from NCI. This is not a budgeted item, but funds are available, and we recommend this for your approval.
LEGAL:	N/A

9/12/2023



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

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

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

Safety Standards:

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

Assumptions:

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

Bill Of Materials			
DESCRIPTION	UNITS	UNIT PRICE	EXTENDED PRICE
MATERIAL			
(100) ft Trenching 2" HDPE	100	\$ -	\$ -
(640) ft Directional Bore (1) 2" HDPE	640	\$ -	\$ -
(1) ea Install 24"x36"x36" (Handhole With Gravel)	1	\$ 28.73	\$ 28.73
(1) ea Install Test Stations	1	\$ -	\$ -
(1000) ft Fiber Pulling (HDPE installed by NCI)	1000	\$ -	\$ -
LABOR			
(100) ft Trenching 2" HDPE	100	\$ 8.00	\$ 800.00
(640) ft Directional Bore (1) 2" HDPE	640	\$ 11.50	\$ 7,362.88
(1) ea Install 24"x36"x36" (Handhole With Gravel)	1	\$ 450.00	\$ 450.00
(1) ea Install Test Stations	1	\$ 37.00	\$ 37.00
(1000) ft Fiber Pulling (HDPE installed by NCI)	1000	\$ 0.75	\$ 751.45

Material: \$ 28.73
 Labor: \$ 9,401.32
 Total: \$ 9,430.05

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

Scope of Work

Install (1) 24"x36" hand holes, Install (640') of (1) 2" HDPE, Trenched (100') of (1) 2" HDPE, Install (650') of tracer wire, Install (1,000') of fiber.

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

Sincerely,

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Natural Gas Filter Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas System requested bids for a six-inch filter, which will be installed in the gas meter set for the QCells Project. Of only two bids received, the Gas System recommends accepting the low bid of \$11,327.00 from MarieCo, Inc. of Leeds, AL. This is a budgeted item.
LEGAL:	N/A

QUOTE

Date	Quote #
9/13/2023	IH-36915

MarieCo, Inc. PO Box 590 Leeds, AL 35094 Phone: 205-699-7282 Fax: 205-699-4333 Email orders to: leigh@marieco.com
Quote For
Gas System of Cartersville PO Box 1390 Cartersville, GA 30120 ap@cityofcartersville.org

IF MTR'S OR COC'S ARE REQUIRED, PLEASE SPECIFY AT THE TIME OF QUOTING.

Validity	Rep	Terms	Project Name	Lead Time
30 Days	Dave	Net 30		6-8 weeks
Item	Description	Qty	Cost	Total
Filters	Apollo Type GFR-06-720 Gas Filter	1	9,289.00	9,289.00
DP Kit	Apollo Differential Pressure kit	1	545.00	545.00
Parts	Filter Element, Apollo P/N 010-13-160808	1	191.00	191.00
Parts	Apollo Davit Arm Assembly for 6" GFR-06-720 Gas Filter	1	1,027.00	1,027.00
Shipping and ...	Shipping and Handling	1	275.00	275.00
	Total sales tax calculated by AvaTax		0.00	0.00

PLEASE VISIT OUR WEBSITE FOR DATA SHEETS AND IOM'S.
WWW.MARIECO.COM
If this lead time does not meet your need please contact me for other options.
All lead times are subject to current production schedules and prior sell.
Freight charges will be Prepaid and Added unless otherwise specified.

Total	\$11,327.00
Sales Tax (0.0%)	\$0.00

To: CITY OF CARTERSVILLE
155 Old Mill Road
Cartersville, GA 30120

From: Cassidy Cloud
cassidy.cloud@controlsouthern.com

Attention: Ryan Malone
rmalone@cityofcartersville.org

CC: Jeff Bosshart
jeff.bosshart@controlsouthern.com

**Additional
CC:**

Reference: Apollo Gas Filter

Freight: BILL
FOB: Shipping Point
Pay Terms: NET 30

Please address your order to:
Control Southern
3850 Lakefield Drive
Suwanee GA, 30024

Purchase order must match this quote by item, quantity and price
Quote is valid for 30 days

cassidy.cloud@controlsouthern.com

Reference Quote# on purchase orders.

ITEM	DESCRIPTION	QTY	UNIT PRICE	NET PRICE	LEAD TIME
1	Apollo GFR-06-720 Gas Filter	1	\$10,198.67	\$10,198.67	10-12 weeks
2	Apollo DPI Assembly Complete	1	\$809.33	\$809.33	10-12 weeks
3	Apollo Filter Element, PN 010-13-160808	1	\$169.33	\$169.33	10-12 weeks
4	Apollo Davit Arm Assembly	1	\$966.67	\$966.67	10-12 weeks
TOTAL:				\$12,144.00	

Lead time is quoted with current product schedules and shop utilization and is subject to change.
If the lead time does not match your current deadlines, please contact us to discuss available solutions.

Unless stated, quote does not include services (e.g. project management, engineering, installation, etc.)
or documentation (e.g. Manufacturers Certifications, Test Reports, Drawings, Services etc.)

By purchasing or accepting delivery of goods per this quote, the buyer agrees to Control Southern Terms and Conditions
<https://www.controlsouthern.com/about-us/terms-conditions-customers/>



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire
AGENDA ITEM TITLE:	Fire Station #5 Natural Gas Generator
DEPARTMENT SUMMARY RECOMMENDATION:	Nixon Power Services has provided a quote for a Kohler Model: KG60 generator system for Fire Station #5. This is a 60 kW 120/208-volt natural gas generator set and transfer switch system for \$34,309.00. We are requesting approval to award the bid to Nixon Power Services now because of the estimated generator delivery time of 38 weeks. This is a budgeted item, and I recommend awarding this bid to Nixon Power Services.
LEGAL:	N/A



Nixon Power Services
 1440 Lakes Parkway
 Suite 600
 Lawrenceville, GA 30043
 P: 770-448-6687
 F: 770-448-6535

Job Name: Meeting: September 21, 2023 Item 13.

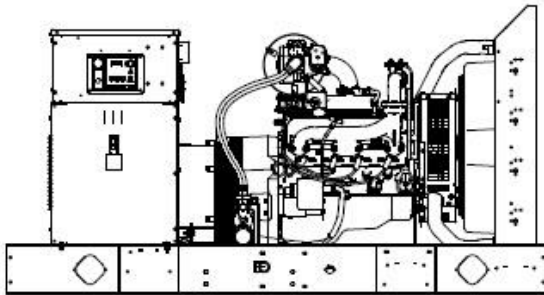
Quote Number:0027004902
 Quote Submitted: 07-28-2023
 Valid Through: 08-27-2023
 Version 1.00
 Page: 1

To: City of Cartersville Fire Station 5

From: **Kevin Squires**
 Power Systems Specialist

1440 Lakes Parkway
 Suite 600
 Lawrenceville, GA 30043
 Phone: 770-448-6687 ext. | Direct:
 470-345-7596 | Mobile: 470-345-7596
ksquires@nixonpower.com

Generator



Kohler Model: KG60

This gas generator set equipped with a 4P7BX alternator operating at 120/208 volts is rated for 54kW/68 kVA. Output amperage: 189

Qty Description
 KG60 Generator System

1	<p>KG60 Generator Set Includes the following: Literature Languages Approvals and Listings Engine Nameplate Rating Voltage Alternator Cooling System Skid and Mounting Air Intake Controller Enclosure Type Enclosure Material Starting Aids, Installed Electrical Accy., Installed Electrical Accy., Installed</p>	<p>English UL2200 Listing/cUL Genset List SnglFuel, PreAlarm,NG,Stdby Standby 130C Rise 60Hz, 120/208V, Wye, 3Ph, 4W 4P7BX Unit Mounted Radiator, 50C Skid, 41" Standard Duty APM402 Sound Steel 1500W,120V Battery, 1/12V, Wet Battery Charger, 10A</p>
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Nixon Power Services
 1440 Lakes Parkway
 Suite 600
 Lawrenceville, GA 30043
 P: 770-448-6687
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	Electrical Accy.,Installed	Run Relay
	Electrical Accy.,Installed	2 Input/5 OutputModule
	Rating, LCB 1	100% Rated
	Amps, LCB 1	225
	Trip Type, LCB 1	Thermal Magnetic
	Interrupt Rating LCB 1	18kA at 480V
	Miscellaneous Accy,Installed	Air Cleaner Restriction Ind.
	Miscellaneous Accy,Installed	Coolant in Genset
	Warranty	Standard
	Testing, Additional	Power Factor Test,0.8,3Ph Only
	Total unit length in inches	115
	Total unit width in inches	43
	Total unit height in inches	67
	Total unit weight (lbs)	2,693
	Weight/Dimensions Disclaimer *	Estimates-Not for Construction
1	NEC Remote, E-Stop	
1	Flexible Fuel Line (Nat/LP) UL	
1	Literature, General Maintenance, KG60	
1	RSA III, Annunciator only	



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Automatic Transfer Switch



Kohler Model: KEP-DCTC-0250S-NK

3 Pole, 4 Wire, Solid Neutral, 250 amp, Kohler Service Entrance rated Programmed automatic transfer switch, Model KEP-DCTC-0250S-NK, rated 208V, 60 Hz complete with all standard equipment and housed in a NEMA Type 3R enclosure.

Qty	Description																																
1	<p>ATS KEP Transfer Switch System</p> <p>KEP-DCTC-0250S-NK</p> <p>Includes the following:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Literature Languages</td> <td>English</td> </tr> <tr> <td>Mechanism</td> <td>Service Entrance</td> </tr> <tr> <td>Transition</td> <td>Programmed</td> </tr> <tr> <td>Logic</td> <td>1500</td> </tr> <tr> <td>Voltage</td> <td>208 V / 60 Hz</td> </tr> <tr> <td>Poles & Wires</td> <td>3 Pole/4 Wire, Solid Neutral</td> </tr> <tr> <td>Enclosure</td> <td>Nema 3R</td> </tr> <tr> <td>Amps</td> <td>250 Amps</td> </tr> <tr> <td>Connection</td> <td>Standard</td> </tr> <tr> <td>ATS Utility Switching Device</td> <td>MCCB ET 250-800A</td> </tr> <tr> <td>ATS Generator Switching Device</td> <td>MCSW 100-1200A</td> </tr> <tr> <td>IBC Seismic Certification</td> <td>None</td> </tr> <tr> <td>CSA Certification</td> <td>None</td> </tr> <tr> <td>Miscellaneous Acc.,Installed</td> <td>Input/Output Module, Qty 1</td> </tr> <tr> <td>Miscellaneous Acc.,Installed</td> <td>Lockable User Interface Cover</td> </tr> <tr> <td>Warranty</td> <td>1-YR STANDARD</td> </tr> </table>	Literature Languages	English	Mechanism	Service Entrance	Transition	Programmed	Logic	1500	Voltage	208 V / 60 Hz	Poles & Wires	3 Pole/4 Wire, Solid Neutral	Enclosure	Nema 3R	Amps	250 Amps	Connection	Standard	ATS Utility Switching Device	MCCB ET 250-800A	ATS Generator Switching Device	MCSW 100-1200A	IBC Seismic Certification	None	CSA Certification	None	Miscellaneous Acc.,Installed	Input/Output Module, Qty 1	Miscellaneous Acc.,Installed	Lockable User Interface Cover	Warranty	1-YR STANDARD
Literature Languages	English																																
Mechanism	Service Entrance																																
Transition	Programmed																																
Logic	1500																																
Voltage	208 V / 60 Hz																																
Poles & Wires	3 Pole/4 Wire, Solid Neutral																																
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IBC Seismic Certification	None																																
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Miscellaneous Acc.,Installed	Input/Output Module, Qty 1																																
Miscellaneous Acc.,Installed	Lockable User Interface Cover																																
Warranty	1-YR STANDARD																																
1	Lit Kit, ATS Production, KEP																																



Nixon Power Services
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Clarifications

Clarifications

RELATED ITEMS NOT INCLUDED:

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.
 Off-Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Current Lead Time: Approx. 38 weeks. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" period.
 New lead-time will be updated after receipt of approved submittals or time of order.

Distributor Startup

A FACTORY TRAINED TECHNICIAN shall perform startup inspection once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included, and will be completed during normal Business hours Monday thru Friday 8:00 am to 5:00 pm.

Miscellaneous

Price subject to change if additional drawings or specification information becomes available.
 Owner's Training: Shall be performed at time of start-up. If an additional/separate trip is required, an additional charge based on time and mileage shall apply.
 We can perform start up after hours and weekends at additional cost.
Proposal includes freight via FOB Factory to first destination only. FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 8:00 a.m. to 5:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

Due to Market Volatility, pricing will be held for 30 Days.



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OFFER TOTAL SELL PRICE: \$34,309.00

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize Nixon Power Services to use this form as a bona fide purchase order of the equipment shown on Offer Number: 0027004902, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Accepted by:

Company Nixon Power Services

Company: _____

Print Name: Sam Anderson

Print Name: _____

Title: Inside Sales

Title: _____

Signature: *Sam Anderson*

Signature: _____

Date: 07/28/2023

Date: _____

PO Number: _____



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STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

1.Contract- These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

2.Service, Repair, Maintenance- Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

3.Quotations And Published Prices- Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

3b. SCOPE- Nixon Power shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Nixon Power reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for the duration of time as listed in clarifications above and the price is firm provided drawings are approved and returned within specified dates quoted. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

4.Taxes- Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority



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determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.

5.Payment Terms- Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.

6.Delivery- While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

7.Manufacturer's Limited Warranty- The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.

8.Disclaimer Of Warranty- LIMITATION OF LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event,



Nixon Power Services
 1440 Lakes Parkway
 Suite 600
 Lawrenceville, GA 30043
 P: 770-448-6687
 F: 770-448-6535

Job Name Meeting: September 21, 2023 Item 13.

Quote Number:0027004902
 Quote Submitted: 07-28-2023
 Valid Through: 08-27-2023
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regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

9. Incidental, Consequential or Punitive Damages- The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

10. Technical Support- It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

11. Excuse Of Performance- Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

12. Changes- Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

13. Cancellation- Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

14. Default- Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.



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15. Buyer Acceptance- Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

16. Regulatory Laws and/or Standards- The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

17. Non-assignment- No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

18. Billable Services- Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

19. General Provisions- These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

20. Hours of Operation- Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

EXCLUSIONS: The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.



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- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Pension Fund Actuarial Valuations and Benefit Statements
DEPARTMENT SUMMARY RECOMMENDATION:	Southern Actuarial Services has submitted the invoice for the completion of our annual actuarial valuations and individual benefit statements as of July 1, 2023. 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.
LEGAL:	N/A



Meeting: September 21, 2023 Item 14.

Atlanta, Georgia 30356-0343
Telephone 770.392.0980
Facsimile 770.392.2193

Mr. Freddy Morgan
Assistant City Manager
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

INVOICE

INVOICE NO: 722-0823
DATE: August 31, 2023
PAYMENT DUE BY: **September 30, 2023**

PROJECT	DESCRIPTION	FEE
722-94	Actuarial valuation and individual benefit statements as of July 1, 2023, submitted August 31, 2023	\$15,000.00
TOTAL DUE		\$15,000.00

Please remit the total amount shown above on or before the payment due date.
Clients that submit payment in a timely manner will be given priority over clients who owe past due amounts.

Please make all checks payable to Southern Actuarial Services Company, Inc.
If you have any questions concerning this invoice, please call (770) 392-0980.

WE APPRECIATE YOUR BUSINESS!



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Seasonal Policy on Electric Disconnections
DEPARTMENT SUMMARY RECOMMENDATION:	This item is an electric disconnection seasonal policy addition. In the Summer, residential service will not be disconnected for non-payment if paid prior to 8:00 A.M. on the date of the scheduled disconnection, a National Weather Service Heat Advisory or Excessive Heat Warning is in effect or is forecasted to be in effect by the National Weather Service, in the county in which the meter scheduled for disconnection is located.
LEGAL:	Reviewed and updated by Archer & Lovell

ORDINANCE NO. _____

WHEREAS, the Staff of the City of Cartersville and the Mayor and City Council have reviewed and considered implementing an ordinance to regulate the practice of urban camping and the improper use of public areas for the benefit of the citizens of Cartersville, Georgia and its visitors.

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24. – UTILITIES. ARTICLE II. – IN RATES, CHARGES, BILLING, AND COLLECTION PROCEDURES. SECTIONS 24-21. SCHEDULE OF CHARGES, ETC.(A)(14)(G)(5) is hereby amended by adding a new subparagraph (v) Summer Disconnection follows:

1.

SECTIONS 24-21. SCHEDULE OF CHARGES, ETC .

(a)(14)(g)(5)(v.) Summer Disconnection:

Residential service will not be disconnected for non-payment of a bill, if prior to 8:00 A.M. on the date of the scheduled disconnection, a National Weather Service Heat Advisory or Excessive Heat Warning is in effect, or is forecasted to be in effect by the National Weather Service, for the county in which the meter scheduled for disconnection is located.

2.

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

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Natural Gas Rates
DEPARTMENT SUMMARY RECOMMENDATION:	This is an update to the fees in the Code of Ordinances, Chapter 24 – Utilities. Article IX, - Gas System. Division 2 – Rates.
LEGAL:	Reviewed and updated by Archer & Lovell

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-231. GENERALLY. Paragraph (j) is hereby amended by deleting said paragraph in its entirety and replacing it as follows:

1.

Sec. 24-231. Generally.

(j) *Miscellaneous service fees.*

- (1) *Reconnect fees.* Gas service that has been cut off for non-payment will be reinstated upon payment of the delinquent bill, late charge and reconnection fees. Once service has been cut off, payment will have to be in cash, by cashier's check, or money order. After hours reconnection will be in cases of emergency only.

Normal working hours \$50.00

After hours \$100.00

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

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

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

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

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

Re-reads-No charge

Unnecessary re-reads (listed as Return trip on applications) \$50.00 from 8am-5pm and \$100.00 after 5pm

Transfer fee \$50.00

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

Service charge \$ \$200.00 plus customer must have a deposit on file.

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

Service charge \$50.00

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Certification
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	CRS Recertification
DEPARTMENT SUMMARY RECOMMENDATION:	The City of Cartersville continues to participate in the Community Rating System (CRS) in order to qualify for reduced flood insurance rates from the National Flood Insurance Program for properties within the city limits. Public Works is requesting the Mayor's signature on the attached annual recertification application with CRS to continue in this ongoing program participation.
LEGAL:	NA

CRS COMMUNITY CERTIFICATIONS

Community Cartersville, City of State GA CID 130209
(6-digit NFIP Community Identification Number)

Note: Please cross out any incorrect items, below, as needed, and insert the updated information.

CC-213 Recertification

Recertification due date October 16, 2023

Chief Executive Officer		CRS Coordinator	
Name	The Honorable Matthew Santini	Wade Wilson	
Title	Mayor	Public Works Director	
Address	1 North Erwin Street Cartersville, GA 30120	330 South Erwin St. Cartersville, GA 30120	
Phone number	(770)387-5616	(770) 383-7432	
E-mail address	cartersvillemayor@yahoo.com	wwilson@cityofcartersville.org	

I hereby certify that Cartersville, City of [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force flood insurance policies for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature _____ (Chief Executive Officer)

Date _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Grant Application/Acceptance
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	FY 2024 LMIG
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Public Works is seeking permission for the Mayor to sign the GDOT FY2024 Local Maintenance Improvement Grant Cover (LMIG) Letter and any grant application-related documents. We are proposing to resurface approximately 5.2 miles of city streets including Lee Street, Beauregard Street, McElreath Street, Moody Street, Knight Street, Oakland Street, Herring Street, a portion of East Felton Road, Roosevelt Street, Porter Street, Pine Street, Powers Court, Aubrey Street, Fite Street, Baker Street, Cedar Lane, Ann Circle, Carter Street, Moore Street and Qual Run.</p> <p>This year, the grant amount is \$311,688.40, and the estimated project cost is \$1,000,000. Approximately \$300,000 will come from the 2020 SPLOST Road, Streets, Sidewalks, Bridges, and Stormwater Improvements Category, and the remaining amount will be funded by our Maintenance and Resurfacing Budget.</p> <p>This grant requires a 30% local match, and this is a budgeted item. We recommend approval of this grant application.</p>
LEGAL:	NA



City of Cartersville

P U B L I C W O R K S

September 21, 2023

Joseph Ciavarro, District Six Local Grants Engineer
Georgia Department of Transportation
P.O. Box 10
Cartersville, GA 30120

Re: FY 2024 LMIG Application Cover Letter

Dear Mr. Ciavarro:

Please find attached our FY 2024 LMIG application, Status report and Project Information. Our projects we are requesting is for the milling and resurfacing of various City Streets in the City of Cartersville.

We have completed all the LMIG projects for the last 3 fiscal years.

If there is any additional information you need or any further action required on our part please do not hesitate to contact us.

Sincerely,

Matt Santini
Mayor, City of Cartersville

CC: Wade Wilson, Public Works Director



"Providing dependable service while preserving an exceptional quality of life."



GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2024
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Matthew J. Santini (Name), the Mayor (Title), on behalf of City of Cartersville (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government’s Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application (“Loss”). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department’s Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

109605
E-Verify Number

_____ (Signature)

Sworn to and subscribed before me,

Matthew J. Santini (Print)
Mayor / Commission Chairperson

This ____ day of _____, 20____.
In the presence of:

_____ (Date)

NOTARY PUBLIC

My Commission Expires:

LOCAL GOVERNMENT SEAL:

NOTARY PUBLIC SEAL:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Resolution
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Resolution to Open New GA Fund 1 Account
DEPARTMENT SUMMARY RECOMMENDATION:	The City will be transferring funds from MEAG to an account at the Office of the State Treasury (OST) GA Fund 1. To complete this process, a new account within GA Fund 1 needs to be opened. The attached document is a resolution to open the account and needs to be approved by the City Council and signed by the Mayor. I recommend approval of the new account to house the City's MEAG funds to be opened at the OTS GA Fund 1.
LEGAL:	Reviewed by Archer & Lovell



GEORGIA FUND 1
 (Local Government Investment Pool "LGIP")
Resolution to Authorize Investment
and Designate Representatives

Meeting: September 21, 2023 Item 19.

GF1 Acct# _____
 Effective Date* 09/14/2023

PARTICIPANT INFORMATION

Participant Name: City of Cartersville - MEAG Proceeds | TIN: [REDACTED]
 Physical Address: 1 North Erwin Sreet | City: Cartersville, | State: GA | Zip Code: 30120
 Mailing Address: PO Box 1390 | City: Cartersville, | State: GA | Zip Code: 30120

This Resolution is for:

New Account Amendment to an existing account

GF1 Account Number (New): _____ GF1 Account Number (Amended): _____

If change(s) are applicable to other existing accounts, please submit a new resolution for each applicable account.

WHEREAS, O.C.G.A. § 36-83-1 to § 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool; and,

WHEREAS, all state departments, boards, bureaus, and agencies ("state entities") and local governments may make deposits and maintain accounts in the LGIP as Participants, subject to approval by the State Depository Board as required in O.C.G.A. § 36-83-2(b)(4); and,

WHEREAS, from time to time it may be advantageous to City of Cartersville - MEAG Proceeds
 (Name of Local Government, Political Subdivision or State Agency) to deposit funds available for investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and,

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by O.C.G.A. §36-83-4. Pursuant to the investment policies established by the State Depository Board, the State Treasurer shall invest moneys in the local government investment pool considering first the probable safety of capital and then the probable income to be derived; and,

WHEREAS, such deposits must first be duly authorized by the governing authority of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and,

WHEREAS, O.C.G.A. §36-83-8 requires a statement of the approximate cash flow requirements of the local government or authorized entity pertaining to the investment of such funds;

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council
 (Board, Council or other Governing Authority) that City of Cartersville - MEAG Proceeds (Local Government, Political Subdivision, or State Agency) meets the criteria as defined in O.C.G.A. § 36-83-3 to participate and deposit funds from time to time in the manner prescribed by law and in accordance with the applicable policies and procedures for the local government investment pool.



GEORGIA FUND 1
 (Local Government Investment Pool "LGIP")
Resolution to Authorize Investment
and Designate Representatives

Meeting: September 21, 2023 Item 19.

GF1 Acct# _____

Effective Date*|09/14/2023|

AUTHORIZED REPRESENTATIVES OF THE PARTICIPANT

Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of the Participant: (Please select at least one person for online system (IPAS) access to electronically perform authorized functions and to obtain monthly statements. All individuals currently with online access not on this resolution will be deactivated)

1. Printed Name: Thomas (Tom) C. Rhinehart Telephone: [REDACTED]
 Title: Finance Director Cell Number: [REDACTED]
 Email: trhinehart@cityofcartersville.org X Grant IPAS Access
 Authority: X Deposit/Withdrawal/Transfer Deposit Only

2. Printed Name: Renee Faunce Telephone: [REDACTED]
 Title: Senior Accountant Cell Number: [REDACTED]
 Email: rfaunce@cityofcartersville.org X Grant IPAS Access
 Authority: X Deposit/Withdrawal/Transfer Deposit Only

3. Printed Name: Daniel T. Porta Telephone: [REDACTED]
 Title: City Manager Cell Number: _____
 Email: dporta@cityofcartersville.org Grant IPAS Access
 Authority: X Deposit/Withdrawal/Transfer Deposit Only

4. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____ Grant IPAS Access
 Authority: Deposit/Withdrawal/Transfer Deposit Only

5. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____ Grant IPAS Access
 Authority: Deposit/Withdrawal/Transfer Deposit Only

For additional AUTHORIZED individuals, please check and attach user information to this form.

AUTHORIZED REPRESENTATIVES OF THE PARTICIPANT - READ ONLY

In addition, and at the option of the Participant, additional authorized representatives can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____

2. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____

3. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____

For additional READ ONLY access individuals, please check and attach user information to this form.



GEORGIA FUND 1
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PERIOD OF INVESTMENT

The period in which the initial deposit is currently expected to remain invested in the local government investment pool is a minimum of 30% for no less than 30 days. Subsequent deposits should comply with the LGIP Trust Policy.

DISCLOSURES

Balances are subject to investment risks, including possible loss of principal amount invested and securities that may trade at negative rates.

LGIP deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia, or any other entity.

The Office of State Treasurer (OST) has third-party insurance coverages designed to insure our agency against defense and liability expenses incurred due to loss/damage caused to LGIP participants by our actions. Through the Department of Administrative Services, the State of Georgia may carry various insurance programs for the protection of State Agencies, Authorities, the University System of Georgia, and the Technical College System of Georgia, some of which may be LGIP participants. DOAS may carry cyber-insurance for certain executive branch agencies, as well as crime and employee dishonesty coverage for all State agencies, authorities, and higher education organizations. DOAS does not carry cyber-insurance for other LGIP participants.

Damage caused by local government participants' actions are not covered by either the State's cyber-insurance plan or the crime and employee dishonesty plan. DOAS programs are designed to cover the actions of State organizations who participate in the various insurance programs. See OST website (<https://ost.georgia.gov>) for the latest cyber-insurance plan information.

Additional disclosures are included in the LGIP Trust Policy which is periodically updated and is available on the OST website. By authorizing this resolution, the entity acknowledges it has read and understands the LGIP Trust Policy and risks associated with investing in Georgia Fund 1.

BANKING INFORMATION

All withdrawals from the local government investment pool shall be sent via ACH to the following participant's demand deposit account(s) except for account(s) designated as corporate trust accounts. Wires are typically used for Corporate Trust payments and always used for same-day transactions. (Please see "Instructions for Completing ACH & Wire Information" for more detailed information.)

- **Please verify ACH and Wire instructions with your bank and provide them below.** ACH INSTRUCTIONS MAY VARY FROM YOUR BANK'S WIRING INSTRUCTIONS. IF THE LOCAL BANK IS NOT ON-LINE WITH THE FEDERAL RESERVE, PLEASE PROVIDE CORRESPONDENT BANK INSTRUCTIONS. This will ensure accurate delivery of your funds to the designated bank account.
- If the bank account is not a corporate trust account, please complete both ACH & Wire instructions.

Please complete the following form to add new banking instructions, or to change or delete existing banking instructions.

OST will directly deposit via ACH for all ACH enabled accounts.

To authorize Office of State Treasurer (OST) to withdraw funds via ACH debit from the designated bank account, please select "Yes" below your ACH banking instructions.

Debit authorization may be withdrawn with at least 15-days advance written notice to the Georgia Office of the State Treasurer. I also understand that the OST reserves the right to reverse ACH electronic transfers made in error.



GEORGIA FUND 1
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BANKING INSTRUCTIONS

Bank 1:

Bank Name: Ameris Bank Account Title: City of Cartersville-Concentration Account
 Bank Address: 301 East Church Street PO Box 1030
 City: Cartersville, State: GA Zip Code: 30120
 Bank Contact: _____ Bank Contact Telephone Number: _____
 Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
 Allow OST to ACH Debit for Contributions:
 Yes. If there is a debit block on this account, please provide the bank OST's Company ID: _____
 No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
 Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
 Correspondent Bank City: _____ Correspondent Bank Account#: _____

Bank 2:

Bank Name: _____ Account Title: _____
 Bank Address: _____
 City: _____ State: _____ Zip Code: _____
 Bank Contact: _____ Bank Contact Telephone Number: _____
 Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
 Allow OST to ACH Debit for Contributions:
 Yes. If there is a debit block on this account, please provide the bank OST's Company ID: _____
 No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
 Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
 Correspondent Bank City: _____ Correspondent Bank Account#: _____



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Bank 3:

Bank Name: _____ Account Title: _____
 Bank Address: _____
 City: _____ State: _____ Zip Code: _____
 Bank Contact: _____ Bank Contact Telephone Number: _____
 Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____

Allow OST to ACH Debit for Contributions:

Yes. If there is a debit block on this account, please provide the bank OST's Company ID: _____

No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____

Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
 Correspondent Bank City: _____ Correspondent Bank Account#: _____

Bank 4:

Bank Name: _____ Account Title: _____
 Bank Address: _____
 City: _____ State: _____ Zip Code: _____
 Bank Contact: _____ Bank Contact Telephone Number: _____
 Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____

Allow OST to ACH Debit for Contributions:

Yes. If there is a debit block on this account, please provide the bank OST's Company ID: _____

No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____

Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
 Correspondent Bank City: _____ Correspondent Bank Account#: _____



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Bank 5:

Bank Name: _____ Account Title: _____
 Bank Address: _____
 City: _____ State: ____ Zip Code: _____
 Bank Contact: _____ Bank Contact Telephone Number: _____
 Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____

Allow OST to ACH Debit for Contributions:

- Yes. If there is a debit block on this account, please provide the bank OST's Company ID: _____
- No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____

Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
 Correspondent Bank City: _____ Correspondent Bank Account#: _____

Bank 6:

Bank Name: _____ Account Title: _____
 Bank Address: _____
 City: _____ State: ____ Zip Code: _____
 Bank Contact: _____ Bank Contact Telephone Number: _____
 Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____

Allow OST to ACH Debit for Contributions:

- Yes. If there is a debit block on this account, please provide the bank OST's Company ID: _____
- No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____

Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
 Correspondent Bank City: _____ Correspondent Bank Account#: _____

For additional BANK ACCOUNTS, please check and attach bank instructions to this form.



GEORGIA FUND 1
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**Resolution to Authorize Investment
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GFI Acct# _____
 Effective Date* **09/14/2023**

SIGNATURE OF HEAD OF GOVERNING AUTHORITY

Changes in the above authorization shall be made by cancellation or a replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received and approved by the Office of the State Treasurer, the above authorized individuals, demand account instructions and statement mailing address(es) shall remain in full force and effect.

Entered at _____, Georgia this _____ day of _____, 20__.

 (Signature of Head of Governing Authority)

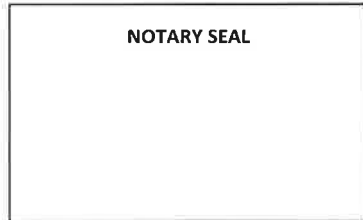
 (Please Print or Type - Head of Governing Authority)

 (Title)

Please select "Option A" OR "Option B"



Option A: Notary Certification



Notary Public Signature: _____
 Notary Public Signature Date: _____
 Commission Expiration Date: _____



Option B: OST Certification

Head of Governing Authority signatory attestation by OST Personnel:

OST Personnel Name: _____
 OST Personnel Signature: _____
 OST Personnel Signature Date: _____

MAILING INSTRUCTIONS

If completed manually, please complete and return a signed original to:

Georgia Fund 1
 Office of the State Treasurer
 200 Piedmont Avenue
 Suite 1204, West Tower
 Atlanta, GA 30334-5527

Telephone: (404) 656-2993
 Toll Free: (800) 222-6748

*****FOR OFFICE OF THE STATE TREASURER USE ONLY*****
GF1 Resolution Verification

Meeting: September 21, 2023 Item 19.

RESOLUTION VERIFICATION

Acct#: _____

Agency Name: _____

Website: _____

Website Phone: _____

Confirmed by: _____

Verified by: _____

Date & Time: _____

Identity Validation Method: _____

BUSINESS CONTACTS & IPAS

Removed from Contacts: _____

Added to Contacts: _____

New IPAS Account: _____

Removed From IPAS: _____

INTERNAL SIGNATURES

Received (FA)	Notary/ OST Certified (IA)	Agency Head (IA)	Verified (IA)	Public Entity (IA)	Accounting	Banking	Contacts (FA)	IPAS (FA)
Email (FA)	Master Log (FA)	Contacts (IA)	IPAS (IA)	Uploaded (FA)			New/Amended Account Approved (Treasurer/Deputy Treasurer)	



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 21, 2023
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	July 2023 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for July 2023.
LEGAL:	NA

MONTHLY SUMMARY
As of July 31, 2023

	FY 2022-23	FY 2023-24	FY 2022-23	FY 2023-24	100.00% OF BUDGET (Year to Date)
	MONTH OF July-22	MONTH OF July-23	Year to Date July-22	Year to Date July-23	
GENERAL FUND <i>excluding SPLIST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,995,912	\$2,819,564	\$1,995,912	\$2,819,564	7.07%
EXPENDITURE	\$2,538,045	\$2,836,815	\$2,538,045	\$2,836,815	7.11%
Gen. Fund Net Profit (Loss)	(\$542,133)	(\$17,251)	(\$542,133)	(\$17,251)	
WATER & SEWER					
REVENUE	\$3,283,463	\$2,476,928	\$3,283,463	\$2,476,928	5.53%
EXPENDITURE	\$1,048,052	\$1,170,021	\$1,048,052	\$1,170,021	2.61%
Wtr. & Svr. Fund Net Profit (Loss)	\$2,235,411	\$1,306,907	\$2,235,411	\$1,306,907	
<i>As of July 31, 2023 a total of \$0 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
GAS					
REVENUE	\$3,540,786	\$1,630,286	\$3,540,786	\$1,630,286	3.36%
EXPENDITURES	\$2,310,133	\$1,384,389	\$2,310,133	\$1,384,389	2.86%
Gas Fund Net Profit (Loss)	\$1,230,653	\$245,897	\$1,230,653	\$245,897	
ELECTRIC					
REVENUE	\$5,212,856	\$5,172,615	\$5,212,856	\$5,172,615	8.22%
EXPENDITURES	\$5,148,960	\$5,230,155	\$5,148,960	\$5,230,155	8.31%
Electric Fund Net Profit (Loss)	\$63,896	(\$57,540)	\$63,896	(\$57,540)	
STORMWATER					
REVENUE	\$129,584	\$137,371	\$129,584	\$137,371	8.68%
EXPENDITURE	\$105,039	\$161,814	\$105,039	\$161,814	10.23%
Stormwater Fund Net Profit (Loss)	\$24,545	(\$24,443)	\$24,545	(\$24,443)	
SOLID WASTE					
REVENUE	\$276,574	\$573,456	\$276,574	\$573,456	16.39%
EXPENDITURE	\$182,171	\$208,204	\$182,171	\$208,204	5.95%
Solid Waste Fund Net Profit (Loss)	\$94,403	\$365,252	\$94,403	\$365,252	
FIBER OPTICS					
REVENUE	\$235,007	\$220,306	\$235,007	\$220,306	8.41%
EXPENDITURE	\$114,358	\$128,595	\$114,358	\$128,595	4.91%
Fiber Fund Net Profit (Loss)	\$120,649	\$91,711	\$120,649	\$91,711	

	Description	7/31/2023	FY 2024 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$2,819,564	\$39,874,050	7.07%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$635	\$6,422,485	6253335.00%
	Local Option Sales Tax (LOST)	\$1,000,221	\$7,208,530	13.88%
	Other Taxes	\$521,585	\$11,006,185	4.74%
	Building Permit & Inspection Fees	\$405,444	\$400,000	101.36%
	Fines and Forfeitures	\$81,624	\$400,000	20.41%
	Operating Transfers In-City Utilities	\$406,444	\$4,619,200	8.80%
	Other Revenues	\$403,611	\$5,848,050	6.90%
	School Bonds	\$0	\$3,969,600	0.00%
	Total Expenditures	\$2,836,815	\$39,874,050	7.11%
	Personnel Expenses	\$1,997,258	\$21,597,240	9.25%
	Operating Expenses	\$680,675	\$9,881,120	6.89%
	Capital Expenses	\$41,507	\$4,105,390	1.01%
	GO Bond Expense for School	\$0	\$3,819,600	0.00%
Library Appropriations	\$117,375	\$470,700	24.94%	
Water & Sewer Fund	Total Revenues	\$2,476,928	\$44,800,765	5.53%
	Water Sales	\$1,471,470	\$16,950,000	8.68%
	Sewer Sales	\$817,572	\$8,900,000	9.19%
	Bond Proceeds	\$0	\$2,000,000	0.00%
	Use of Reserves	\$0	\$12,740,000	0.00%
	Prior Year Capacity Fees	\$0	\$2,650,000	0.00%
	Other Revenues	\$187,886	\$1,560,765	12.04%
	Total Expenditures	\$1,170,021	\$44,800,765	2.61%
	Personnel Expenses	\$400,125	\$4,441,615	9.01%
	Operating Expenses	\$229,113	\$5,334,125	4.30%
	Capital Expenses	\$96,379	\$26,452,180	0.36%
Capital Expenses (Bond Funds)	\$0	\$2,000,000	0.00%	
Transfer To General Fund	\$246,135	\$2,953,620	8.33%	
Debt Payments	\$198,269	\$3,619,225	5.48%	
Gas Fund	Total Revenues	\$1,630,286	\$48,484,010	3.36%
	Gas Sales	\$1,377,586	\$36,355,020	3.79%
	Gas Commodity Charge	\$121,574	\$1,495,800	8.13%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$131,126	\$960,115	13.66%
	Use of Reserves	\$0	\$9,673,075	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$1,384,389	\$48,484,010	2.86%
	Personnel Expenses	\$215,966	\$2,494,780	8.66%
	Operating Expenses	\$79,055	\$1,782,945	4.43%
Purchase of Natural Gas	\$812,434	\$25,500,000	3.19%	
Transfer to General Fund	\$329,842	\$3,958,105	8.33%	
Debt Service	\$356	\$819,300	0.04%	
Capital Expenses	(\$53,264)	\$13,928,880	-0.38%	

	Description	7/31/2023	FY 2024 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$5,172,615	\$62,949,910	8.22%
	Electric Sales	\$5,009,777	\$59,339,880	8.44%
	Other Revenues	\$162,838	\$1,760,030	9.25%
	Use of Reserves	\$0	\$1,850,000	
	Total Expenses	\$5,230,155	\$62,949,910	8.31%
	Personnel Expenses	\$269,681	\$2,896,230	9.31%
	Operating Expenses	\$90,490	\$1,956,170	4.63%
	Purchase of Electricity	\$4,458,728	\$46,938,660	9.50%
	Capital Expenses	\$112,260	\$7,570,895	1.48%
	Transfer to General Fund	\$298,996	\$3,587,955	8.33%
Stormwater Fund	Total Revenues	\$137,371	\$1,582,000	8.68%
	Stormwater Revenues	\$132,862	\$1,568,000	8.47%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$4,509	\$14,000	32.21%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$161,814	\$1,582,000	10.23%
	Personnel Expenses	\$69,284	\$853,120	8.12%
	Operating Expenses	\$20,781	\$456,570	4.55%
Capital Expenses	\$71,749	\$272,310	26.35%	
Solid Waste Fund	Total Revenues	\$573,456	\$3,499,000	16.39%
	Refuse Collections Revenues	\$280,946	\$3,470,000	8.10%
	Other Revenues	\$3,587	\$29,000	12.37%
	Proceeds From Capital Leases	\$288,923	\$0	#DIV/0!
	Total Expenses	\$208,204	\$3,499,000	5.95%
	Personnel Expenses	\$130,519	\$1,437,430	9.08%
	Operating Expenses	\$77,685	\$1,814,735	4.28%
Capital Expenses	\$0	\$246,835	0.00%	
Fiber Optics Fund	Total Revenues	\$220,306	\$2,620,325	8.41%
	Fiber Optics Revenues	\$201,413	\$2,410,525	8.36%
	GIS Revenues	\$9,625	\$115,500	8.33%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$9,268	\$94,300	9.83%
	Total Expenses	\$128,596	\$2,620,325	4.91%
	Personnel Expenses	\$88,979	\$1,017,985	8.74%
	Operating Expenses	\$21,681	\$1,012,070	2.14%
	MEAG Telecom Statewide Pymt	\$0	\$0	0.00%
	Debt Payment	\$62	\$5,725	0.00%
Capital Expenses	\$0	\$370,060	0.00%	
Transfers to General Fund	\$17,874	\$214,485	8.33%	

Cash Position	6/30/23	7/31/23	8/31/23	9/30/23	10/31/23	11/30/23	12/31/23
Total Unrestricted Cash Balance	\$86,014,423.75	\$83,843,178.12					
Total Restricted Cash Balance	\$201,845,990.22	\$203,713,010.57					
Cash Position		1/31/24	2/28/24	3/31/24	4/30/24	5/31/24	6/30/24
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of July 2023:
 Unrestricted cash decreased due to increases in the Water, Electric, Gas, Solid Waste, and Fiber Funds, while decreases occurred in the General, Grant, Storm Water, and Insurance funds.
 Restricted cash increased due to increases in the SPLOST 2020, Motor Vehicle Tax, Hotel-Motel Tax, Debt Service and Pension funds, while the other funds remained the same as last month.

SPLOST Account Balances	
SPLOST 2003	\$0.00
SPLOST 2014	\$231,991.10
SPLOST 2020	\$9,951,745.31