



**CARTERSVILLE**  
**CITY COUNCIL MEETING**  
Council Chambers, Third Floor of City Hall  
Thursday, March 21, 2024 at 7:00 PM

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**AGENDA**

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**COUNCILPERSONS:**

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

**CITY MANAGER:**

Dan Porta

**CITY ATTORNEY:**

Keith Lovell

**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. March 7, 2024, Council Meeting Minutes

**APPOINTMENTS**

2. Etowah Area Housing Authority
3. Planning Commission

**PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS**

4. Z24-02: 496 Mission Rd.
5. T24-02: Text Amendment to Billboard Ordinance - Sec 20.29

**PUBLIC HEARING**

6. SU24-02. 123 Leake St. Applicant: Josh McWhorter

**TEXT AMENDMENT**

- [7.](#) ZMA24-01. Annual Zoning Map Amendment

## **SECOND READING OF ORDINANCES**

- [8.](#) Sec. 2-1 Corporate Seal
- [9.](#) Speeding Violations
- [10.](#) Gas Rate Ordinance Amendment-Sec. 24-231
- [11.](#) Gas Rate Ordinance Amendment-Sec. 24-233
- [12.](#) Gas Rate Ordinance Amendment-Sec. 24-224
- [13.](#) Gas Rate Ordinance Amendment-Sec. 24-225
- [14.](#) Gas Rate Ordinance Amendment-Sec. 24-226

## **BID AWARD/PURCHASES**

- [15.](#) Gas Meter Purchase
- [16.](#) Steel Pipe Purchase
- [17.](#) Compact Excavator Purchase
- [18.](#) Fortinet EDR Software
- [19.](#) Paratech Heavy Rescue Stabilization Kit Purchase Change
- [20.](#) Cartersville's 175<sup>th</sup> Anniversary Commemorative Booklet

## **GRANT APPLICATION/ACCEPTANCE**

- [21.](#) 2024 LMIG Paving Contract – Supplemental Grant/Additional Roads
- [22.](#) EEE LMIG Funding for a Roundabout at Collins Drive and SR 61

## **FIRST READING OF ORDINANCES**

- [23.](#) Amendment to Solid Waste Rates
- [24.](#) AMI Meters Opt-Out Program

## **BID AWARD/PURCHASES**

- [25.](#) New World Annual Software Maintenance

## **CONTRACTS/AGREEMENTS**

- [26.](#) SpryPoint Customer Portal

[27.](#) Sweitzer Engineering Services Agreement and Task Orders

[28.](#) Matthew Hill Project – Addition of Pavilion Construction Documents

[29.](#) Concession Contract

## **MONTHLY FINANCIAL STATEMENT**

[30.](#) January 2024 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](http://www.cityofcartersville.org)**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Council Minutes
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	March 7, 2024, Council Meeting Minutes
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Council Minutes from March 7, 2024, have been uploaded for your review and approval.
<b>LEGAL:</b>	NA

City Council Meeting  
City Hall – Council Chambers  
March 7, 2024  
6:00 P.M. – Work Session  
7:00 P.M. – Council Meeting

**WORK SESSION**

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

Mayor Santini closed Work Session at 6:50 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 Stepp.

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

Absent:

**REGULAR AGENDA**

**COUNCIL MEETING MINUTES**

**1. February 15, 2024, Council Meeting Minutes**

Council Member Fox made a motion to approve the February 15, 2024, Council Meeting Minutes. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**APPOINTMENTS**

**2. Development Authority of Cartersville**

Dan Porta, City Manager, stated if approved, Howard Smith will continue to serve on the Development Authority of Cartersville with a new term expiration of March 20, 2028.

Council Member Fox made a motion to approve the Development Authority of Cartersville Appointment. Council Member Roth seconded the motion. Vote: 6-0

**3. Planning Commission**

Randy Mannino, Planning and Development Director, stated the Planning Commission member Travis Popham has resigned as of February 7, 2024. The new appointee for Ward 1 is Jay Milam. If approved, his term will expire on January 31, 2026.

Council Member Hodge stated she would like to thank Mr. Popham for his service to the Planning Commission and to the community. Additionally, she welcomed Mr. Milam to the board.

Council Member Hodge made a motion to approve the Planning Commission Appointment. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

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

**4. Downtown Development Authority Board Member**

Lillie Read, Downtown Development Authority Director, stated the Downtown Development Authority Board Members recommend appointing Rachel Castillo to replace Matthew Thomas with a term expiration date of February 18, 2026.

Council Member Stepp made a motion to approve the Downtown Development Authority Board Member. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**OTHER**

**5. Friendship Plaza Amphitheater Shade**

Ms. Read stated the DDA board is seeking approval for the installation of a sunshade structure around the amphitheater in Friendship Plaza. If approved, the DDA will apply for funding through the T-Mobile Hometown Grant. The grant offers \$50,000.00 (no match required) to help with shovel-ready community infrastructure projects. Should the grant application prove unsuccessful, the DDA would endeavor to raise the money by other means. The DDA would like to pursue this project to address the need for shade over the amphitheater seating, especially during the summer season. The board recommends option #2 from Korkat/Superior Shade.

Council Member Stepp made a motion to approve the Friendship Plaza Amphitheater Shade. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**6. Friendship Plaza Capital Project Update**

Ms. Read gave an update of the Friendship Plaza Capital Project that was previously approved on July 17, 2021.

Next project: Bench Swing (sponsored by Glenda Mitchell)

Completed:

- Turf: \$ 26,871.25 – BID funds
- Murals: \$17,000 – Grant & BID funds
- Plaza Lights: \$7,125 – BID funds

- Butterfly Garden: \$5,000 – Sponsorships & BID funds
- Fence Lights: \$3,045.60 – BID funds.
- Iron Butterfly Sculptures: (3) for \$2,500.00 – Sponsorships & BID funds.
- Welcome Center Sign: \$1,200 – CVB funds.
- Re-powder Coat Bench: \$725 – Sponsored

\$68,446.85 worth of improvements with no cost to the general fund.

Also:

- Relocation of Jerry Wayne Gentry Memorial – assisted by Public Works.
- Thinning and maintenance of existing trees – Atlanta Arbor

Removal of (9) dead/dying trees from planters – assisted by Public Works.

Council Member Hodge made a motion to approve the Bench Swing Project. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

## RESOLUTIONS

### 7. Creation of Festival Zone

Ms. Read requested approvals for the following creation of festival zones:

April 20	BBQ and Brews (12-8 pm)
April 25	Chamber Cookout (4-8 pm)
May 2	Chamber Cookout rain date (4-8 pm)
May 18	Music by the Tracks (7-9 pm)
May 25	The Local Summer Concert Series (7-10 pm)
June 8	The Local Summer Concert Series (7-10 pm)
June 15	Music by the Tracks (7-9 pm)
July 20	Music by the Tracks (7-9 pm)
August 10	The Local Summer Concert Series (7-10 pm)
September 21	Concert Under the Bridge (7-10 pm)
October 12	The Local Summer Concert Series (7-10 pm)
October 19	BBQ, Brews & BOOs (12-8 pm)

Council Member Roth made a motion to approve the Creation of Festival Zone. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Resolution # 08-24.

## FIRST READING OF ORDINANCES

### 8. Speeding Violations

Keith Lovell, City Attorney, stated this Ordinance Revision imposes an additional fine to individuals exceeding the speed limit by twenty miles or greater per hour, by the Court for multiple violations within a five-year period.

This was a first reading and would be voted on at the March 21, 2024, City

**9. Gas Rate Ordinance Amendment – Sec. 24-231**

Michael Dickson, Gas Department Director, stated in reviewing our interruptible gas rates, we noticed that the PGC III rate rider adjustment of 4% was not consistent with the PGC I and PGC II rate rider adjustments of 7%. Therefore, it is recommended to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGCs, to increase capital improvement charges which helps to fund our gas infrastructure from \$0.228 to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in these ordinances.

This was a first reading and would be voted on at the March 21, 2024, City Council meeting.

**10. Gas Rate Ordinance Amendment – Sec. 24-233**

Mr. Dickson stated for interruptible gas customers, it was recommended to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.

This was a first reading and would be voted on at the March 21, 2024, City Council meeting.

**11. Gas Rate Ordinance Amendment – Sec. 24-224**

Mr. Dickson stated for interruptible gas customers, it was recommended to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.

This was a first reading and would be voted on at the March 21, 2024, City Council meeting.

**12. Gas Rate Ordinance Amendment – Sec. 24-225**

Mr. Dickson stated for interruptible gas customers, it was recommended to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.

This was a first reading and would be voted on at the March 21, 2024, City Council meeting.

**13. Gas Rate Ordinance Amendment – Sec. 24-226**

Mr. Dickson stated for interruptible gas customers, it was recommended to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.

This was a first reading and would be voted on at the March 21, 2024, City Council meeting.



**14. Asset Management Service**

Mr. Dickson stated this asset management service will provide real-time information for Gas System vehicles. It tracks vehicle location, driver behavior, maintenance intervals, and fuel usage. This service will also aid in lowering response times to gas leak calls by determining the closest asset that is able to respond. This service is offered by Verizon Connect and requires a one-year contract with an annual cost of \$5,685.00. Bartow County is currently using this service and they are satisfied with it. This is a budgeted item and Council’s approval to enter this contract was recommended.

Council Member Fox made a motion to approve the Asset Management Service. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 6-0

**15. Quiet Zone Construction Agreement**

Steven Foy, City Engineer, stated the City of Cartersville has a construction agreement from CSX Transportation, Inc. to provide labor, materials, technical assistance, and approval necessary from CSX Transportation, Inc. to establish a quiet zone at Carter St., Cherokee Ave., Main St., Leake St., and West Ave. crossings. Improvements to the crossing gate arms have already been made at the Main St. crossing to help establish this quiet zone.

The total of the agreement from CSX Transportation is \$1,828,001.00. This is a budgeted item that will be paid for by the 2020 SPLOST.

Council Member Fox made a motion to approve the Quiet Zone Construction Agreement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**16. Adairsville Street Sweeping – IGA**

Mr. Foy stated this Intergovernmental Agreement with the City of Adairsville allows for the City of Cartersville Public Works to perform street sweeping of approximately twenty-eight lane miles of GDOT routes within the corporate limits of the City of Adairsville once every four months. The City of Adairsville has agreed to reimburse the City of Cartersville for our costs, which are outlined in the agreement.

Council Member Cooley made a motion to approve the Adairsville Street Sweeping – IGA. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**17. Grassdale Road Sidewalks – Supplemental Agreement No. 3**

Mr. Foy stated the City of Cartersville has a supplemental agreement from Southeastern Engineering for them to assemble all necessary contract documents required to advertise and successfully award the project to construction. There has been \$3,506,749.00 approved for the construction and \$190,105.00 for project-associated utility work through the Transportation Alternatives Program (TAP) grant.

The total of the agreement from Southeastern Engineering is \$7,500.00. 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 Roth made a motion to approve the Grassdale R Supplemental Agreement No. 3. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 6-0

**BID AWARD/PURCHASES**

**18. Commercial Dumpster Purchase**

Mr. Foy stated the Solid Waste Division of Public Works received three quotes from various solid waste vendors for commercial dumpsters ranging from four yards to eight yards in size. The lowest price for equivalent quantities was from Lewis Steel Works, Inc. from Wren, Georgia. The amount (including shipping) is \$26,940.00.

Council Member Hodge made a motion to approve the Commercial Dumpster Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**19. Half-Ton Pickup**

Mr. Foy stated the Solid Waste Division of Public Works received three sealed bids for a half-ton, extended cab pickup truck. The lowest, most complete bid is from Prater Ford in Calhoun, Georgia for an amount of \$45,411.00.

This is a budgeted item. Public Works and the City Garage Staff recommended approval to purchase this half-ton pickup from Prater Ford.

Council Member Roth made a motion to approve the Half-Ton Pickup purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**20. Travelers Fiduciary Insurance Policy Renewal**

Mr. Porta stated the City has received an insurance renewal policy with Travelers Insurance Company for fiduciary insurance coverage for \$11,891.00. This is a budgeted request and was recommended for approval.

Council Member Hodge made a motion to approve the Travelers Fiduciary Insurance Policy Renewal. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

**21. Travelers Auto Insurance Deductible Invoice**

Mr. Porta stated in July 2023, a city employee was involved in an accident and the city was at fault and is responsible for payment of the auto insurance deductible, therefore, approval was recommended to pay \$25,000.00 to Travelers for this insurance deductible. This is a budgeted item within the Property and Casualty Insurance Fund.

Council Member Fox made a motion to approve the Travelers Auto Insurance Deductible Invoice. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**22. Roof and Plumbing Repairs from Storm Damage**

Mr. Porta stated on February 12th, our city building located at 500 S. Tennessee Street sustained damage from significant winds that tore off the front porch of the building and damaged the natural gas service line, fiber conduit, and part of the roof. Fortunately, this occurred in the evening, and no one was injured. We had to contract with All Top Roofing to

secure the building so that no more damage would occur until the insurance company inspect the damage and approve the repairs. We also contracted with Gilstrap Plumbing to replace the natural gas service line damaged by the storm. The repair costs are as follows:

All Top Roofing	\$ 9,800.00	- to secure roof and remove damaged sheet metal.
All Top Roofing	\$36,735.00	- estimate to repair the roof and replace front porch.
Gilstrap Plumbing	\$ 3,947.47	- replace natural gas service-line.
Telenet Systems	\$ 3,179.74	- replace fiber conduit, card reader, gate reader, and pedestal.
Total Estimated Repairs	\$53,662.21	

Mr. Porta is working with Liberty Mutual Insurance Company on the total damages and expects approval soon. The city will be responsible for our \$10,000.00 deductible. Approval was recommended to move forward on these repairs to our building at 500 S. Tennessee Street.

Council Member Fox made a motion to approve the Roof and Plumbing Repairs from Storm Damage. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**23. Rope Rescue Equipment**

Scott Carter, Fire Chief, stated approval was requested for the purchase of replacement rope rescue equipment for three new apparatus to arrive in the spring. This versatile equipment will enhance the safety and efficiency of the firefighter and patient. We sought bids through our local vendors; Georgia Fire & Rescue Supply quoted \$31,258.00, and Elevated Safety quoted \$24,897.28. It was recommended to proceed with the lowest bid through Elevated Safety of \$24,897.28. This request is within the budgeted amount as a capital expense for FY 23/24 and will be paid for through the general fund and reimbursed through the 2020 SPLOST as funds become available.

Council Member Roth made a motion to approve the Rope Rescue Equipment. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**24. Purchase Paratech Heavy Rescue Stabilization Kit**

Chief Carter stated approval was requested to purchase a Paratech Heavy Rescue Stabilization Kit due to the increased amount of commercial highway vehicles and industrial businesses. This equipment allows firefighters to stabilize vehicles, machinery, and buildings to rescue occupants safely. We sought quotes from the single source dealer for \$42,697.79. This request is within the budgeted amount as a capital expense for FY 23/24. It will be paid for by the general fund and reimbursed through the 2020 SPLOST as funds become available.

Council Member Hodge made a motion to approve the Purchase of Paratech Heavy Rescue Stabilization Kit. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**25. Lift Station Controls Upgrade**

Sidney Forsyth, Water Department Director, stated the Water Department and maintains four (4) remote sewer lift stations. Controls for these stations are local controls only, and status monitoring is limited and outdated.

A quote was received from the pump station manufacturer to upgrade the control and monitoring system to a remote smart “Flygt Cloud” system. This system will enable the operator to monitor real-time pump status, alerts, and alarms, as well as the ability to start and stop pumps remotely.

Approval was recommended to purchase Xylem Water Solutions USA, Inc. Flygt Cloud system for all four (4) lift stations at a cost of \$57,204.00.

This request is a budgeted expense to be paid from account #505.3330.54.1350.

Council Member Roth made a motion to approve the Lift Station Controls Upgrade. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

## **26. Lift Station Pump Replacement**

Mr. Forsyth stated the #1 pump at the Main Street sewer lift station has failed and needs to be rebuilt or replaced. Quotes were received for both rebuild and replacement from the pump station manufacturer. The estimate for a complete rebuild of the pump is \$16,910.56 and includes a 90-day parts and labor warranty. A new replacement pump costs \$22,888.00 and includes a one-year warranty. Approval was recommended to purchase a new replacement pump from Xylem Water Solutions USA, Inc. This is a budgeted maintenance expense to be paid from account #505.3330.52.2361.

Council Member Roth made a motion to approve the Lift Station Pump Replacement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

## **27. Dump Trailer**

Steve Roberts, Parks and Recreation Department Director, stated Parks and Recreation is requesting approval to purchase a 14-foot dump bed trailer. The trailer will increase the Maintenance Division's efficiency by not requiring a dump truck for every clean-up, as it does not require a CDL to pull. Georgia Trailer Outlet of Cartersville provided the lowest and best quote for \$10,195.00. Approval for this budgeted item was recommended.

Council Member Cooley made a motion to approve the Dump Trailer Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

## **CONTRACTS/AGREEMENTS**

### **28. Inspection of Trail Bridges**

Mr. Roberts stated the Parks and Recreation Department is seeking approval for CPL to inspect all the bridges along the trails for structural deficiencies. CPL quoted \$5,500.00 for the service. The scope of work consists of conducting non-destructive visual assessments and preparing a conditional appraisal report for each.

The reports will have structural descriptions, photographs, and written recommended repair methods. This would not include restoration plans and specifications. This request is not budgeted. However, funds are available, and it is recommended for approval.

Council Member Fox made a motion to approve the Inspection of Trail Bridges. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**29. Tennessee Street Recreation Center Design**

Mr. Roberts stated the Parks and Recreation Department is seeking approval for Croft and Associates to provide architecture and engineering services for the recreation center on Tennessee Street. The center will consist of 52,000 sq ft with three gymnasiums, a gymnastics center, a walking track, and two fitness rooms. The scope of work includes Programming/Concept Design, Schematic Design, Design Development, Construction Documents, Construction Administration, and CMAR Selection Assistance. The total cost for these services will be \$1,448,000.00. This is a budgeted request paid by 2020 SPLOST, and it was recommended for approval.

Council Member Hodge stated this had been a long time coming and was very grateful for this coming to the north side of town.

Council Member Hodge made a motion to approve the Tennessee Street Recreation Center Design. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

**30. Architectural and Engineering Services for New City Hall**

Mr. Porta stated during Visioning, we discussed options for what we want to do with our building at 19 N. Erwin Street, and it was determined to move forward with demolition of the old City Hall/Fire Station/Gas Department and replace it with a three-story building. Since Visioning, I met with Jim Croft to discuss next steps and asked for a proposal for architectural and engineering services for a new 15,000 square foot building (5,000 square feet per floor) to serve as City Hall which would include a new City Council Chambers/Municipal Court, Customer Service, Planning and Development and potentially other office space. The cost for these services and this new building will be paid for from reserves, transfers and operating revenues and is recommended for your approval.

Council Member Fox made a motion to approve the Architectural and Engineering Services for the New City Hall. Council Member Cordell seconded the motion. Motion carried unanimously. Vote: 6-0

**31. Amendment to Services Agreement – Polco**

Logan Bagley, Public Relations & Communications Manager, stated this is an amendment to the services agreement with Polco regarding the Citizens Survey. The original agreement was effective from February 2, 2023, through January 31, 2024. The proposed amendment will extend our agreement by 12 months to complete the Citizens Survey.

Council Member Fox made a motion to approve the Amendment to Services Agreement – Polco. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

**SURPLUS EQUIPMENT**

**32. Surplus Equipment**

Mr. Bagley stated this is a list of vehicles/equipment deemed as surplus by [redacted]. Approval was requested to surplus to authorize the listing of these items for sale on GovDeals.

<i>Department</i>	<i>Asset #</i>	<i>VIN/Serial #</i>
<b>Gas</b>	917	1FTMF1CF7BFB05270
	921	1FDNF21L14EB71949
<b>Parks and Recreation</b>	702	1FTMF1CM9EFB86842
	708	2FTRF17W34CA38312
	759	1FTPW12V57FA34583
<b>Public Works</b>	6002	1FBSS31L27DA08749
<b>Water</b>	N/A	760780

Council Member Hodge made a motion to approve the Surplus Equipment. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

**ADDED ITEMS**

**33. Civic Plus Website Migration**

Mr. Bagley stated this is for the migration of our website to CivicPlus’ Civic Engage Central Platform. Our current site is built on a content management system that will soon no longer be supported. While migrating to the new CMS, we would like to upgrade to their more advanced platform and rebuild the site to apply the new branding and have a much greater level of customization. The upfront cost is \$27,112.00 with a recurring annual cost of \$5,319.00 moving forward.

Council Member Roth made a motion to approve the Civic Plus Website Migration. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**34. First Reading of Ordinances – Sec. 2-1 Corporate Seal**

Mr. Bagley stated this ordinance revision modifies the language describing the appearance of the city’s corporate seal to match the design of the seal in our new city branding system.

This was a first reading and will be voted on at the March 21, 2024, City Council Meeting.

**35. Ante Litem Notice - Harris**

Mr. Lovell stated this is a resolution to deny the claim in the ante litem notice sent on behalf of Denitra Harris. This involved an accident with a fire department vehicle on Hwy 41 at Grassdale Rd.

Council Member Fox made a motion to approve the Ante Litem Notice Denial. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Resolution # 10-24

**36. Ante Litem Notice – Watters**

Mr. Lovell stated this is a resolution to deny the claim in the ante litem notice sent on behalf of Lasonya Watters. This involved an accident with a police vehicle on Peeples Valley Rd.

Council Member Hodge made a motion to approve the Ante Litem Notice Denial. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Resolution # 09-24

**37. 475 Waterford Sewer Easement**

Mr. Lovell stated the City reached out to the property owner of 475 Waterford Dr., Richard Potter, regarding compensation of \$21,619.00 for an easement needed for sewer. After multiple counteroffers and providing Mr. Potter with an official appraisal, Mr. Potter accepted the City’s offer of \$21,619.00. Approval was recommended.

Council Member Fox made a motion to approve the Ordinance for the 475 Waterford Sewer Easement. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Ordinance # 11-24

**38. 178 W. Main St – Closing Documents**

Mr. Lovell stated that Overlook Properties would be closing on 178 W. Main Street on March 8, 2024. Approval was recommended to allow the Mayor and City Clerk to sign all closing documents.

Council Member Roth made a motion to approve the Mayor and City Clerk to sign the 178 W Main St. closing documents. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

**OTHER**

Jason Traynor, 18 Burnt Hickory Connector, came forward to state his concern with the local level of homelessness and urged the Mayor and Council to do something to help the growing homeless community.

**ADJOURNMENT**

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

Meeting Adjourned at 7:39 P.M.

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Etowah Area Housing Authority
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Lehmann Smith is willing to continue to serve as a member of the Etowah Area Housing Authority with a new term expiring on April 1, 2029, if reappointed.
<b>LEGAL:</b>	N/A





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Appointments
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Planning Commission
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	If approved, Matthew Womack will serve as the Ward 2 Appointee of the Planning Commission Board. As of February 8, 2024, this role is vacant. Mr. Womack's term will expire on January 31, 2028.
<b>LEGAL:</b>	N/A

# CITY OF CARTERSVILLE

## City Board/Commission Application Form

### Applicant Information

Name Womack Matthew R  
(last) (first) (middle initial)

Address [REDACTED]  
(street)

Email Address [REDACTED]

Home Phone N/A Cell Phone [REDACTED]

City Resident Yes  No  Ward 1 2 3 4 5 6  
(if applicable)

### Related Experience: Civic/Business/Other

Owner of 2 construction companies and 1 real estate investment co. Very familiar w/ zoning rules and regs. Understand the basic principles of city planning.

### Personal References (list at least 3)

Mike Fields [REDACTED]  
Bobby Walker [REDACTED]  
Jeff Watkins [REDACTED]

### Position Information

Board/Commission applying for: Planning Commission

Reason interested in position (please explain in space provided)  
As a career builder/developer I want to lend my skills to helping the city grow thoughtfully.

[Signature]  
Applicant Signature

3-11-24  
Date

Thank you for your interest in serving our community



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Public Hearing – 1 <sup>st</sup> Reading of Zoning/Annexation Requests
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	Z24-02. 496 Mission Rd. Applicant: Smith Douglas Homes
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Applicant requests a change in zoning conditions of the Jackson Farm Planned Development, P-D (Planned Development), to reduce the commercial area in order to construct (109) townhouses. The area affected is approximately 12.58 acres located at 496 Mission Rd. in Land Lots 377, 416, 448 and 449 of the 4<sup>th</sup> District, 3<sup>rd</sup> Section. Tax ID No. C024-0001-001.</p> <p>Staff does not oppose the zoning condition change.</p> <p>If approved, staff recommends that all department comments be addressed and the following zoning conditions for Townhomes be included. These are in addition to the original 2006 conditions:</p> <p>Townhomes</p> <ol style="list-style-type: none"> <li>1. For the northern most units abutting the stormwater easement, limit the front yard property line to the southern boundary of the stormwater easement to avoid conflicts with easement encroachments.</li> <li>2. In addition to required setbacks, install a fifteen-foot wide buffer along all property lines which abut a single-family district or use to provide a visual screen in accordance with section 4.17 of the zoning ordinance.</li> </ol> <p>Planning Commission recommended denial.</p>
<b>LEGAL:</b>	N/A

**ZONING SYNOPSIS**  
**Petition Number(s): Z24-02**

**REQUEST SUMMARY:**

Smith Douglas Homes, applicant, requests a change in zoning conditions of the Jackson Farm Planned Development, P-D (Planned Development), to reduce the commercial area in order to construct (103) townhomes. The area affected is approximately 12.58 acres of the 103.56 acres.

**APPLICANT INFORMATION AND PROPERTY DESCRIPTION**

Applicant: **Smith Douglas Homes (SDH)**  
Representative: **Karl Lutjens, PE, Southland Engineering**  
Property Owner: **Clyde Wilson Jackson Trust**  
Property Location: **496 Mission Rd (C024-0001-001)**  
Access to the Property: **Mission Rd & Silo Drive**

**Site Characteristics:**

Tract Size: Acres: **12.58 ac** District: **4<sup>th</sup>** Section: **3<sup>rd</sup>** LL(S): **448-449**  
Ward: **5** Council Member: **Gary Fox**

**LAND USE INFORMATION**

Current Zoning: **P-D (Planned Development, Jackson Farm Subdiv.)**

Proposed Zoning: **Modify zoning conditions to allow townhomes on 12.58 acres originally identified for commercial development.**

Proposed Use: **Townhouse Development**

Current Zoning of Adjacent Property:

North: **P-D (Jackson Farm)**  
South: **A-G (Agriculture)**  
East: **P-D (Jackson Farm)**  
West: **P-D (Jackson Farm)**

The Future Development Plan designates the subject property as: **Neighborhood Living**

The Future Land Use Map designates the subject property as: **Low & Medium Density Residential**

## ZONING ANALYSIS

### Zoning History

In 2006, the property was rezoned from R-20 and L-I with conditions to P-D (Planned Development) for the construction of single family housing in combination with commercial. Zoning was approved on 12/7/06. The commercial development was generally limited to Office-Commercial (O-C) allowed uses. The approved commercial area was 19.47 acres. Conditions were also applicable to the residential development, 80.61 acres.

*The zoning conditions attached to the zoning approval in 2006 are as follows and per Ordinance 80-06:*

- 1) *Permitted uses shall be limited to the O-C district uses as well as hardware store, dry cleaners, and retail package stores (liquor), as well as O-C district development standards.*
- 2) *Proposed development will consist of a maximum of 191 residential lots.*
- 3) *Proposed development shall have a neighborhood swimming pool and clubhouse.*
- 4) *All residential homes shall be a minimum of 1,800 heated square feet.*
- 5) *Proposed development shall consist of a maximum residential and commercial acreage as shown on the proposed site plan.*
- 6) *All residential lots shall be a minimum of 10,000 square feet.*
- 7) *All proposed commercial buildings shall be a minimum of 30% brick, stone, and/or stucco.*
- 8) *Developer agrees to provide 10 feet of additional right-of-way beyond that which is necessary for project related improvements.*

In 2022, Smith Douglas Homes (SDH) began construction of Phase 1 which included (105) single family residential lots, (1) amenity lot, and (1) lot for a stormwater pond. All but one (1) Phase 1 lot has been developed as of the end of 2023.

In 2023, SDH began construction of the infrastructure for Phase 2 and a portion of the residential lots. Total approved lots in Phase 2 is eighty-six (86). Total approved residential lots for both phases is one hundred ninety-one (191).

### Proposed Zoning

The current zoning application is to amend the zoning conditions of the commercial area of the P-D. The applicant requests to convert 12.58 acres of the commercial area to residential to construct 103 townhomes. The 12.58 acres is located along Mission Rd. between Silo Drive (Jackson Farm entrance) and the railroad tracks west of Silo Drive. The remaining commercial area, approx. 7 acres east of Silo Dr. along Mission Rd, will remain commercial.

See concept plan and elevations included with the application.

The proposed townhome development is shown with 108 total lots with 103 lots being developed for townhomes. The remaining lots will be common area lots. A pool is proposed on the lot at the Silo Dr and Mission Rd intersection.

**Residential Lot summary:**

- Phase 1 Lots- 105
- Phase 2 Lots- 86
- Proposed Townhomes- 103
- Proposed Total Lots for Jackson Farm – 294

Two entrances are proposed- one on Mission Rd and one on Silo Dr. This solution may address department comments regarding development regulations requiring more than one entrance for developments over 199 lots.

The internal streets are designed to accommodate front entry townhomes (front facades and garages along streets) except for townhomes adjacent to Silo Dr. and Mission Rd. Townhomes facing these existing streets will have a covered front patio.

Unit densities (units per acre or un/ac) are a consideration for any residential development. The table below includes the approximate unit densities along Mission Rd. from the DBD to Burnt Hickory Rd. Densities near the DBD range from 6.22 in the R-7 zoning district to the 2.16 un/ ac in Jackson Farm. The townhome proposal is 8.66 un/ ac. A significant increase over any other development density along this section of the Mission Rd corridor.

Location or Subdivision	Zoning Category	Density-Theoretical	Density-Actual
DBD Area	R-7 (min. 7,000sf/ lot)	6.22	---
DBD Area	R-20 (min. 20,000sf/ lot)	2.18	---
Estate Lots- AG	AG (Agriculture)	0.12 (min. lot = 5 acres). Total. ac = 42+/-	---
Estate Lot- R-20	R-20	2.18	0.05
Reserve at Pettit Creek	R-10 (min. 10,000 sf/lot)	---	1.25
Jackson Farm	P-D (Designed as R-10)	---	2.16
Jackson Farm Townhomes- Proposed	P-D	12 (Per RA-12 zoning district standard)	8.66 per 12.58ac. 2.85 for entire 103ac development.

No details about bedroom counts have been provided. Staffs’ assumption is that the townhomes will be a mix of (2) and (3) bedroom configurations. This is sometimes a consideration by the school district to estimate student enrollment. No hardship is expected on the school district given that approx. 2,000 homes in Carter Grove will not be developed do the recent Technology District rezoning.

## **City Department Comments (from original zoning application, Z23-05, October'23)**

*A plan review of the concept was held with city departments and Southland Engineering on 10/10/23 to discuss the department comments below. A revised concept was submitted with this application and is under review by the city departments.*

**Electric:** CES takes no exceptions to the zoning. However, the concept only shows one entrance/exit. I thought there was a limitation for lots per entrance/exit. Is this correct?

**Fibercom:** No Comment received.

**Fire:** Please refer to the snippet below from our development regs for subdivisions that shows more than one entrance is required for subdivisions with more than 200 lots. It does not state emergency access or fire department access.

*Per 7.5-63, Subdivisions.*

*...(5) Entrances:*

*(a) Maximum lots served. A subdivision shall serve no more than two hundred (200) lots with a single entrance.*

**Gas:** Takes No Exception

**Public Works:** Below are initial Public Works comments:

1. Per Section 7.5-63 of the City of Cartersville Code of Ordinances "A subdivision shall serve no more than two hundred (200) lots with a single entrance. This proposes to add 112 lots to the 191 lots in the single-family section of the subdivision resulting in 303 lots using one entrance to the subdivision from a non-subdivision road. Therefore, a separate entrance from the non-subdivision road would be required.
2. The new entrance will require a separate right turn and left turn lane associated with it due to Mission Road being classified as a major collector route on the official GDOT functional classification map and the number of lots proposed.
3. Roads cannot dead end without an approved turn around feature that meets City of Cartersville standards per Standard No. 3.8.02 as referred to in the City of Cartersville Code of Ordinances Section 7.5-63.
4. Development area appears to be in FEMA floodplain a flood study will be required and all requirements of local ordinance Article VI. – FLOODPLAIN MANAGEMENT/FLOOD DAMAGE PREVENTION ORDINANCE must be met.
5. Pond levels below the water table will not count towards meeting stormwater management requirements or towards compensatory cut volumes as part of required flood plain calculations. A study should be done by a registered professional to establish the water table elevation which should be documented and included in the plan package submittal.

**Water and Sewer:** The current site conditions include a sewer main placed as such to allow for the commercial development of this tract. It appears the current layout places townhomes over the existing sewer line; the sewer main will need to be relocated to a more appropriate location, preferably within road right-of-way.

**Cartersville School District:** Inquiry about townhouse details (bedroom counts).

**Public Comments:**

1/25: Joy Peterson. 42 Jackson Farm Rd. Questions about public notice process and general inquiry.

1/29: 48 Jackson Farm. General Inquiry.

**STANDARDS FOR EXERCISE OF ZONING POWERS.**

1. ***The existing land uses and zoning of nearby property.***  
The specific 12.58 ac. parcel is part of the 19.47ac. commercial area. The 12.58ac. area is generally surrounded by the remaining P-D area to the east, west and north. Outside the P-D area, the adjacent areas to the east are single family detached properties that are part of the Reserve at Pettit Creek subdivision. Areas to the west are undeveloped and zoned commercial. The area to the south is zoned agricultural containing an estate lot and Mission Road Kennels.
2. ***The suitability of the subject property for the zoned purposes.***  
The subject property is suitable for the commercial area of the P-D zoning.
3. ***The relative gain to the public, as compared to the hardship imposed upon the individual property owner.***  
The proposed gain to the public would be minimal. No true hardship has been identified.
4. ***Whether the subject property has a reasonable economic use as currently zoned.***  
The property may have a reasonable economic use as currently zoned (P-D, Commercial); however, introducing office commercial uses in the middle of a residential area and within close proximity to the Burnt Hickory intersection and DBD may not be practical.
5. ***Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property (Revised 3-13-24):***  
The zoning proposal may permit a use that is suitable in view of the use of the adjacent residential properties with low to medium unit density. Jackson Farm and Reserve at Pettit Creek have an approximate density of 2.6 un/acre and 1.25 un/ac within the developed areas. The townhomes would have an approx. density of 8.66 un/acre. The densities may not be compatible. *When the entire development is considered the density is 2.85. (294 units/ 103 acres).*
6. ***Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.***  
The zoning proposal should not have an adverse effect on adjacent property owners. Concerns regarding traffic increases and development in a floodplain will likely be raised.
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 zoning proposal generally conforms with the Future Development Plan and Comprehensive Land Use Plan for Neighborhood Living and Low to Medium density requirements. At 12 units per acre, mathematically, 150 units could be constructed which would be a high density development for the City; however, the proposed 103 units at 8.66 un/ acre may be considered in the upper limits of medium density. Low and medium densities are not specifically defined in the ordinance. These densities are referenced with examples in the Comprehensive Plan. See also revision to item 5 above.

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.***

Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental regulations. The engineer and developer would be required to meet all floodplain development regulations and access regulations.

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 use could be burdensome on local streets during peak travel times. A traffic study may be required if the zoning condition change is approved.

No burden is expected on city utilities or schools.

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.

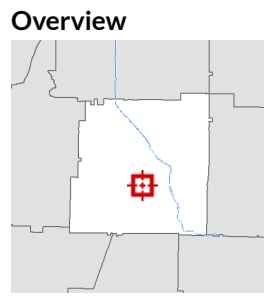
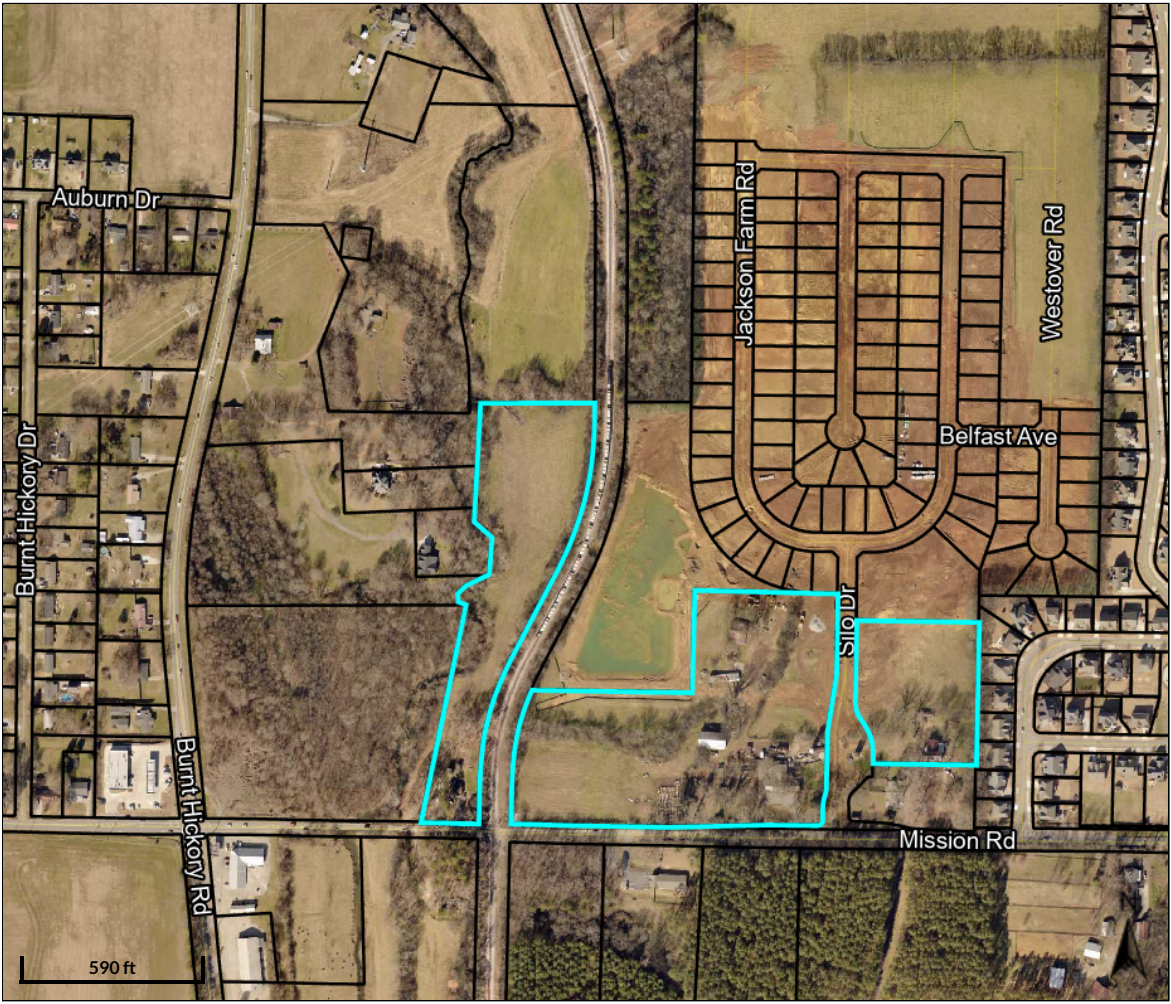
## **STAFF RECOMMENDATION:**

Staff does not oppose the zoning condition change.

If approved, staff recommends that all department comments be addressed and the following zoning conditions for Townhomes be included. These are in addition to the original 2006 conditions:

### *Townhomes*

- 1. For the northern most units abutting the stormwater easement, limit the front yard property line to the southern boundary of the stormwater easement to avoid conflicts with easement encroachments.*
- 2. In addition to required setbacks, install a fifteen-foot wide buffer along all property lines which abut a single-family district or use to provide a visual screen in accordance with section 4.17 of the zoning ordinance.*



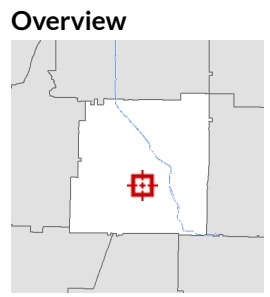
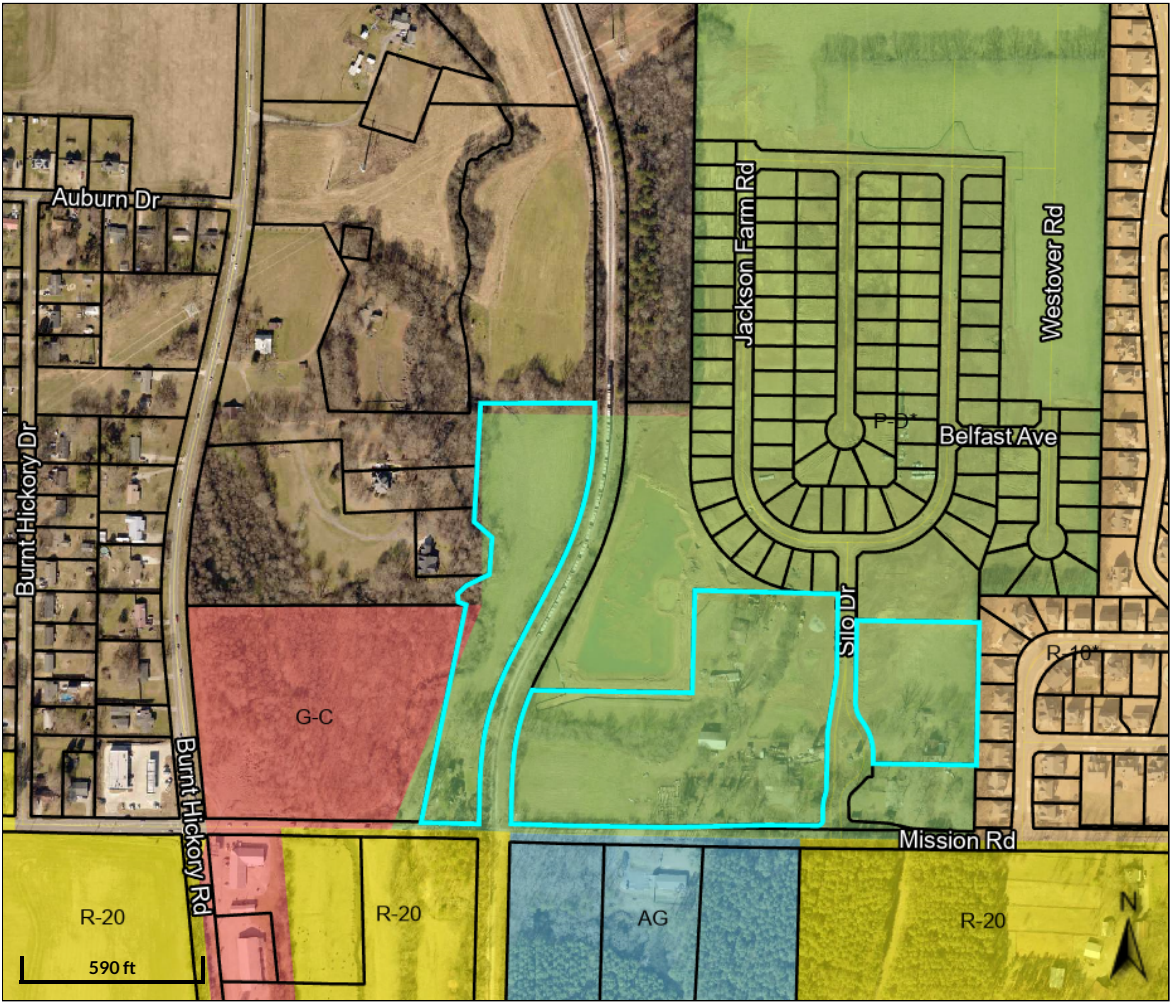
**Legend**  
 □ Parcels  
 — Roads

<b>Parcel ID</b>	C024-0001-001	<b>Alternate ID</b>	34911	<b>Owner Address</b>	CLYDE WILSON JACKSON TRUST
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Agricultural		478 MISSION RD
<b>Property Address</b>	496 MISSION RD	<b>Acreage</b>	26.01		CARTERSVILLE, GA 30120
<b>District</b>	Cartersville				
<b>Brief Tax Description</b>	LL 448-449-416-377				
	(Note: Not to be used on legal documents)				

Date created: 1/31/2024  
 Last Data Uploaded: 1/30/2024 8:44:05 PM

Developed by  Schneider  
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**Public.net** Bartow County, GA  
**ZONING**



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

**Parcel ID** C024-0001-001  
**Sec/Twp/Rng** n/a  
**Property Address** 496 MISSION RD

**Alternate ID** 34911  
**Class** Agricultural  
**Acreage** 26.01

**Owner Address** CLYDE WILSON JACKSON TRUST  
 478 MISSION RD  
 CARTERSVILLE, GA 30120

**District**  
**Brief Tax Description**

Cartersville  
LL 448-449-416-377

*Meeting: March 21, 2024 Item 4.*

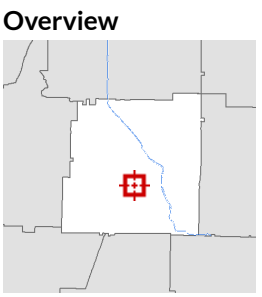
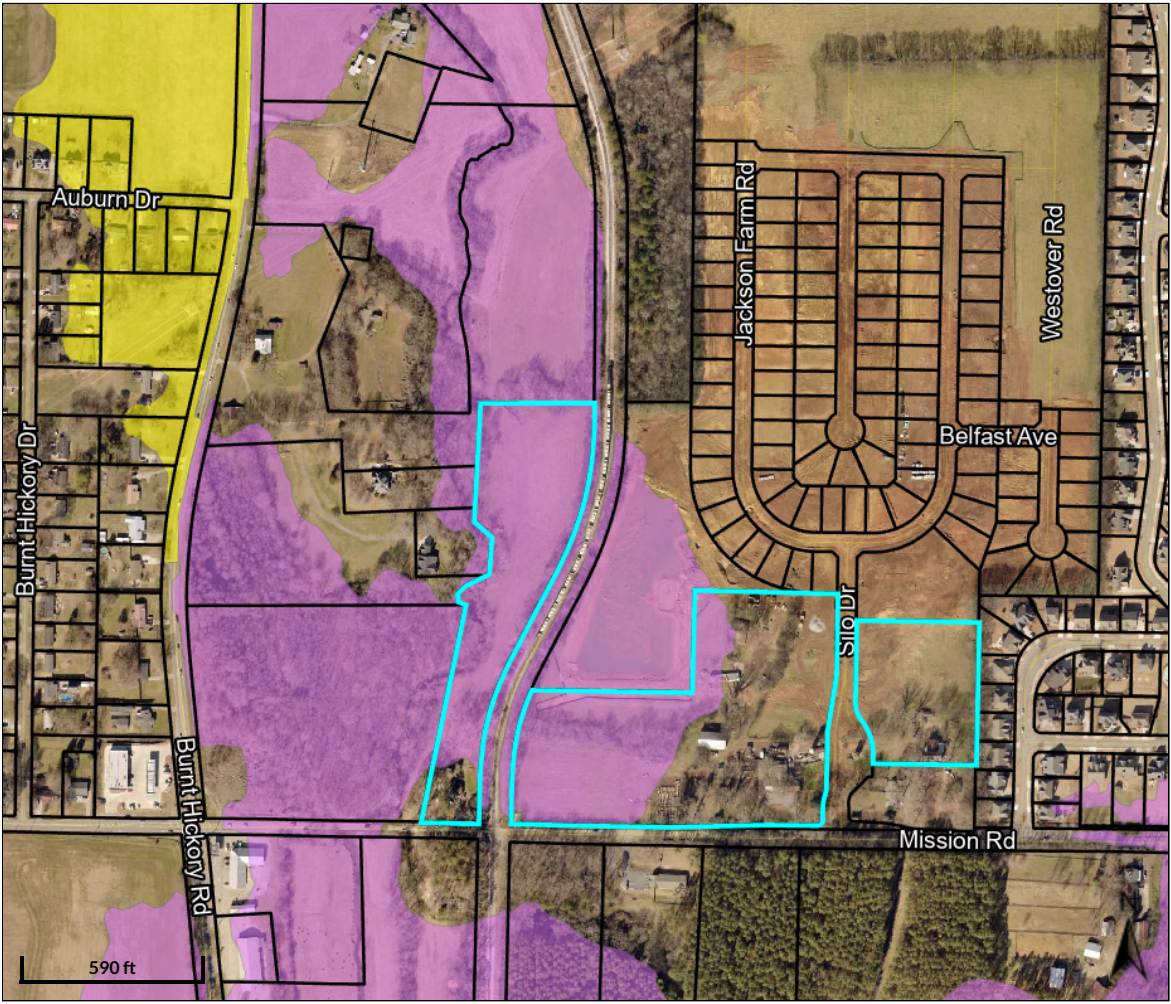
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Date created: 1/31/2024

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# qPublic.net™ Bartow County, GA FLOOD HAZARD AREA



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

<b>Parcel ID</b>	C024-0001-001	<b>Alternate ID</b>	34911	<b>Owner Address</b>	CLYDE WILSON JACKSON TRUST
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Agricultural		478 MISSION RD
<b>Property Address</b>	496 MISSION RD	<b>Acreage</b>	26.01		CARTERSVILLE, GA 30120
<b>District</b>	Cartersville				
<b>Brief Tax Description</b>	LL 448-449-416-377				
	(Note: Not to be used on legal documents)				

Date created: 1/31/2024  
 Last Data Uploaded: 1/30/2024 8:44:05 PM




**Application for Rezoning**  
City of Cartersville

Case Number: Z24-02  
Date Received: 12/27/23

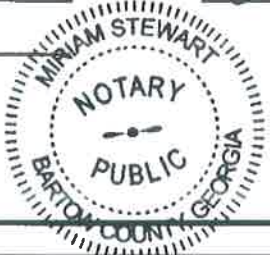
**Public Hearing Dates:**

Planning Commission 2/6 5:30pm    1<sup>st</sup> City Council 2/15 7:00pm    2<sup>nd</sup> City Council 3/7 7:00pm

Applicant Smith Douglas Homes Office Phone 770-213-8067  
 (printed name)  
 Address 110 Village Trail, Suite 215 Mobile/Other Phone N/A  
 City Woodstock State GA Zip 30188 Email cthorpe@smithdouglas.com  
 Southland Engineering, INC. Phone (Rep) 770-387-0440  
 Representative's printed name (if other than applicant) Email (Rep) karl@southlandengineers.com  
 Representative Signature [Signature] Applicant Signature [Signature]  
 Signed, sealed and delivered in presence of: My commission expires:  
Brenda Kuten Schumaker Notary Public



\* Titleholder Clyde Wilson Jackson Trust Phone 404 569 1161  
 (titleholder's printed name)  
 Address 478 Mission Road Cartersville, GA 301250 Email danjacksonfan@gmail.com  
 Signature [Signature]  
 Signed, sealed, delivered in presence of: My commission expires: 10/11/2025  
Miriam Stewart Notary Public



Present Zoning District P-D Requested Zoning P-D with modifications  
 Acreage 12.58 Land Lot(s) 448 & 449 District(s) 4th Section(s) 3rd  
 Location of Property: 496 Mission Road Cartersville, GA 30120 Parcel ID No. C024-0001-001  
 (street address, nearest intersections, etc.)  
 Reason for Rezoning Request: To modify the zoning conditions by reducing the amount of commercial area by 12.58 acres in order to construct townhomes on the west side of Silo Drive.  
 (attach additional statement as necessary)

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

**CAMPAIGN DISCLOSURE REPORT**  
**FOR ZONING ACTIONS**

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

Date of Application: 12/27/2023

Date Two Years Prior to Application: 12/27/2021

Date Five Years Prior to Application: 12/27/2018

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

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

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

\_\_\_\_\_

Connor Thorpe                      12/27/2023  
Signature                                      Date

Connor Thorpe  
Print Name

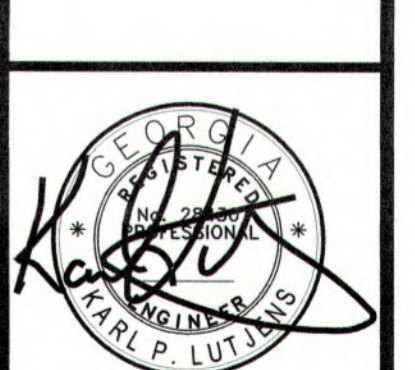




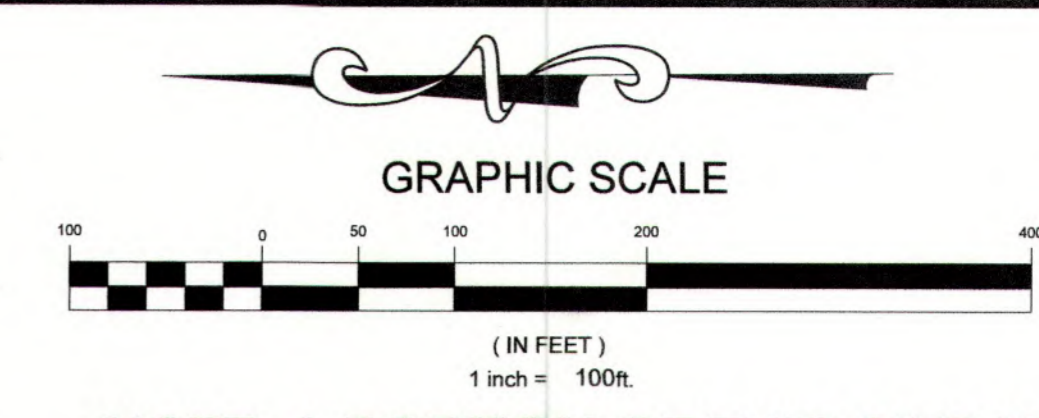
REVISIONS:	DATE	DESCRIPTION
1	1/23/20	PRELIMINARY PLAT
2	3/9/20	CITY COMMENTS
3		
4		
5		
6		

**SOUTHLAND ENGINEERING**  
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
 114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

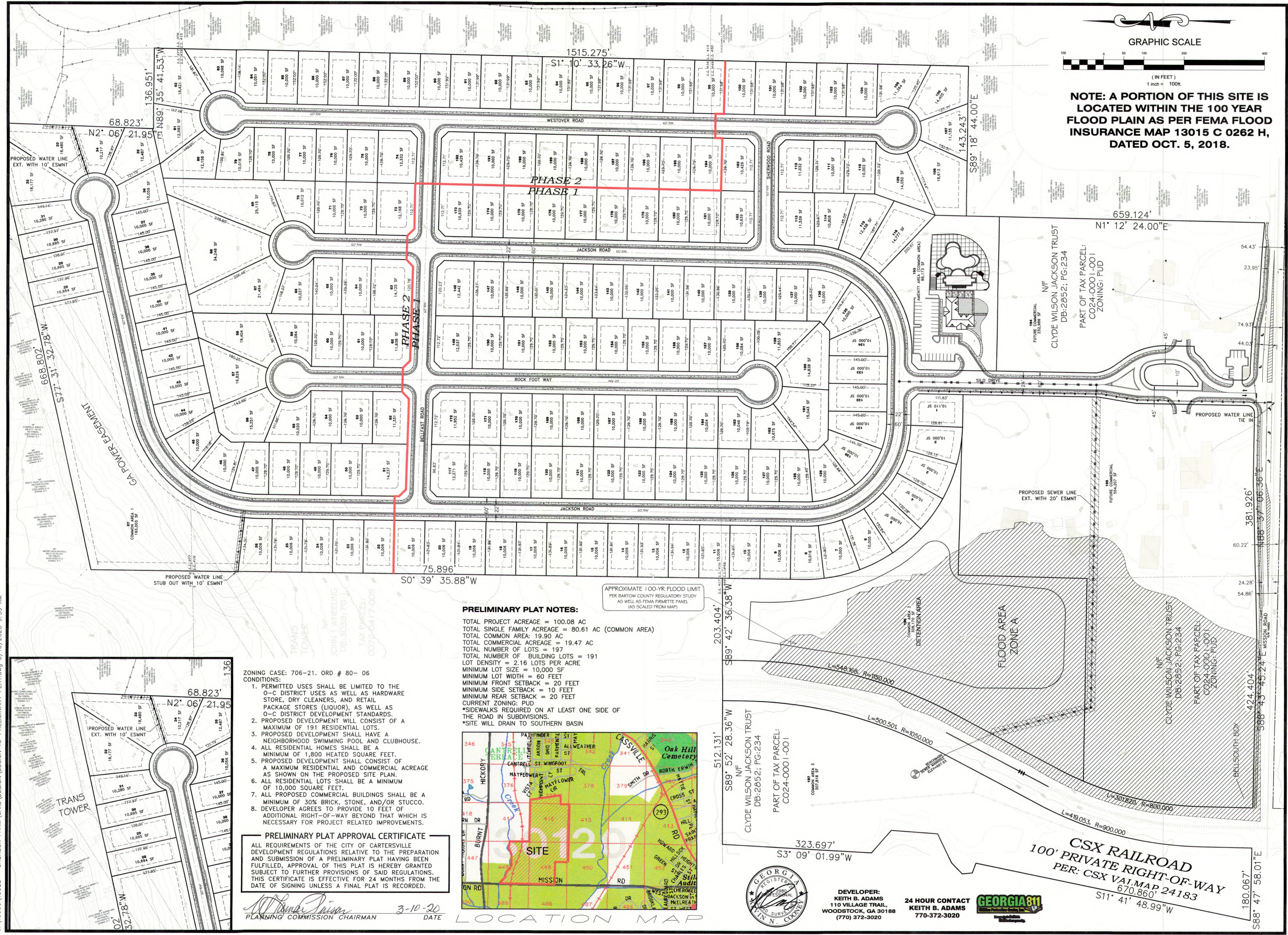
**JACKSON FARM  
 PLANNED DEVELOPMENT**  
 LOCATED IN LAND LOTS 448, 449, 416, 377  
 4TH DISTRICT, 3RD SECTION  
 CITY OF CARTERSVILLE, GEORGIA



SHEET TITLE:  
**PRELIMINARY PLAT (PUD)**  
 SHEET NO.:  
**PRE-1.0**

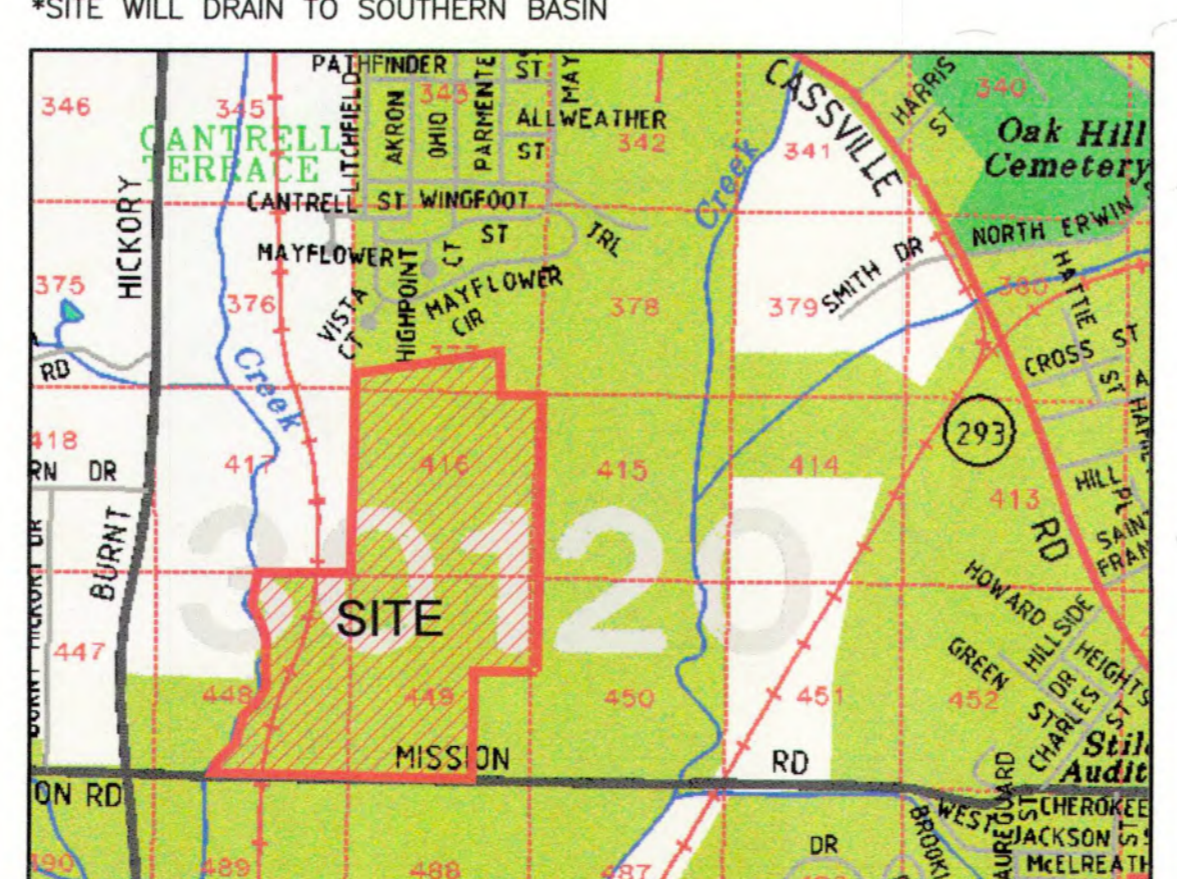


**NOTE: A PORTION OF THIS SITE IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AS PER FEMA FLOOD INSURANCE MAP 13015 C 0262 H, DATED OCT. 5, 2018.**



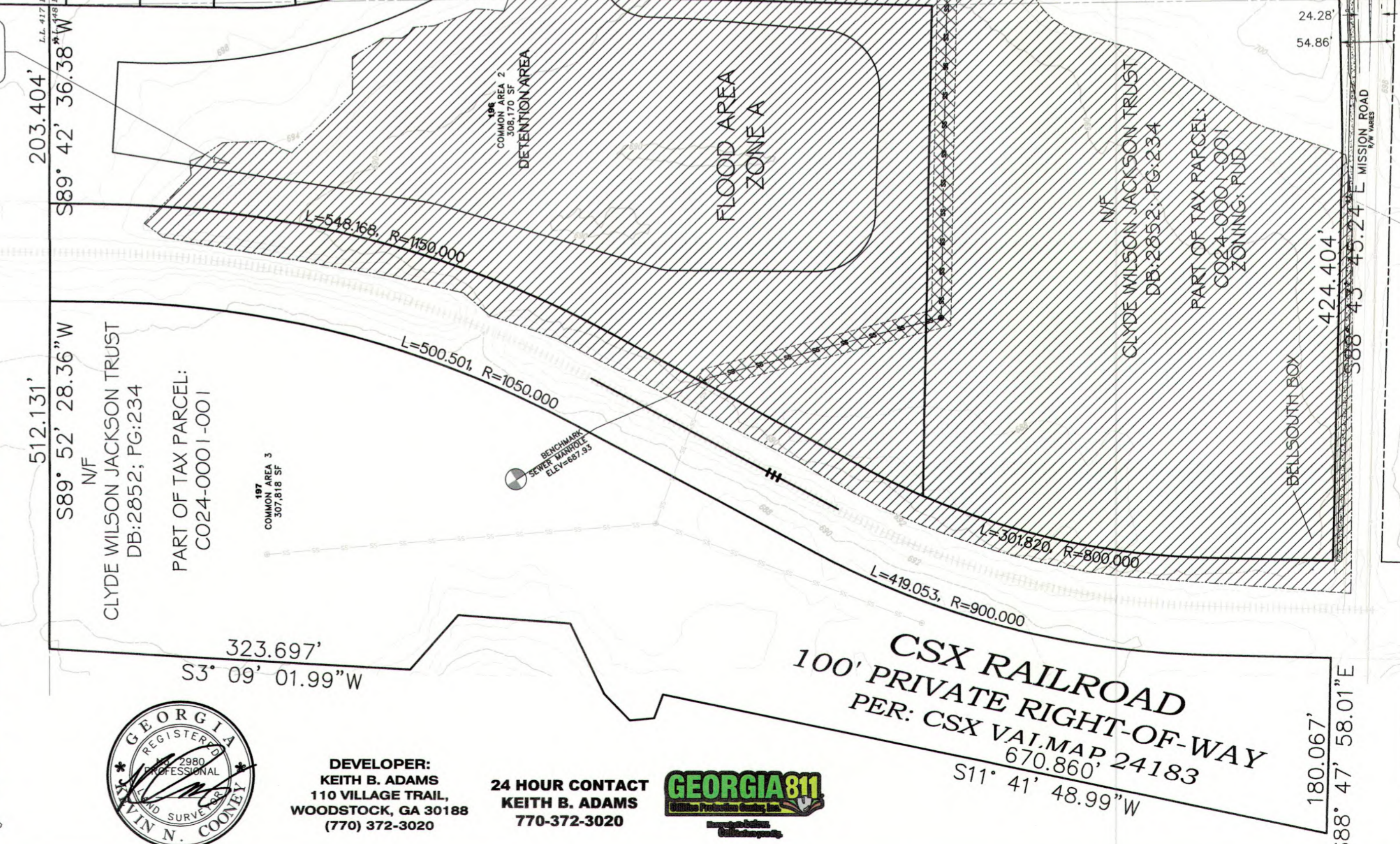
**PRELIMINARY PLAT NOTES:**  
 TOTAL PROJECT ACREAGE = 100.08 AC  
 TOTAL SINGLE FAMILY ACREAGE = 80.61 AC (COMMON AREA)  
 TOTAL COMMON AREA: 19.90 AC  
 TOTAL COMMERCIAL ACREAGE = 19.47 AC  
 TOTAL NUMBER OF LOTS = 197  
 TOTAL NUMBER OF BUILDING LOTS = 191  
 LOT DENSITY = 2.16 LOTS PER ACRE  
 MINIMUM LOT SIZE = 10,000 SF  
 MINIMUM LOT WIDTH = 60 FEET  
 MINIMUM FRONT SETBACK = 20 FEET  
 MINIMUM SIDE SETBACK = 10 FEET  
 MINIMUM REAR SETBACK = 20 FEET  
 CURRENT ZONING: PUD  
 \*SIDEWALKS REQUIRED ON AT LEAST ONE SIDE OF THE ROAD IN SUBDIVISIONS.  
 \*SITE WILL DRAIN TO SOUTHERN BASIN

**PRELIMINARY PLAT APPROVAL CERTIFICATE**  
 ALL REQUIREMENTS OF THE CITY OF CARTERSVILLE DEVELOPMENT REGULATIONS RELATIVE TO THE PREPARATION AND SUBMISSION OF A PRELIMINARY PLAT HAVING BEEN FULFILLED, APPROVAL OF THIS PLAT IS HEREBY GRANTED SUBJECT TO FURTHER PROVISIONS OF SAID REGULATIONS. THIS CERTIFICATE IS EFFECTIVE FOR 24 MONTHS FROM THE DATE OF SIGNING UNLESS A FINAL PLAT IS RECORDED.



- ZONING CASE: 706-21. ORD # 80- 06  
 CONDITIONS:
1. PERMITTED USES SHALL BE LIMITED TO THE O-C DISTRICT USES AS WELL AS HARDWARE STORE, DRY CLEANERS, AND RETAIL PACKAGE STORES (LIQUOR), AS WELL AS O-C DISTRICT DEVELOPMENT STANDARDS.
  2. PROPOSED DEVELOPMENT WILL CONSIST OF A MAXIMUM OF 191 RESIDENTIAL LOTS.
  3. PROPOSED DEVELOPMENT SHALL HAVE A NEIGHBORHOOD SWIMMING POOL AND CLUBHOUSE.
  4. ALL RESIDENTIAL HOMES SHALL BE A MINIMUM OF 1,800 HEATED SQUARE FEET.
  5. PROPOSED DEVELOPMENT SHALL CONSIST OF A MAXIMUM RESIDENTIAL AND COMMERCIAL ACREAGE AS SHOWN ON THE PROPOSED SITE PLAN.
  6. ALL RESIDENTIAL LOTS SHALL BE A MINIMUM OF 10,000 SQUARE FEET.
  7. ALL PROPOSED COMMERCIAL BUILDINGS SHALL BE A MINIMUM OF 30% BRICK, STONE, AND/OR STUCCO.
  8. DEVELOPER AGREES TO PROVIDE 10 FEET OF ADDITIONAL RIGHT-OF-WAY BEYOND THAT WHICH IS NECESSARY FOR PROJECT RELATED IMPROVEMENTS.

*Keith B. Adams*  
 PLANNING COMMISSION CHAIRMAN  
 3-10-20 DATE



DEVELOPER:  
**KEITH B. ADAMS**  
 110 VILLAGE TRAIL,  
 WOODSTOCK, GA 30188  
 (770) 372-3020

24 HOUR CONTACT  
**KEITH B. ADAMS**  
 770-372-3020

**GEORGIA811**

PART OF TAX PARCEL:  
CO24-0001-001



POND A  
WITH AERATOR OR FOUNTAIN

6" POND FENCE W/  
10' ACCESS GATE

DOG PARK

POND C  
WITH AERATOR OR FOUNTAIN

MISSION ROAD  
50' PUBLIC RIGHT-OF-WAY

FUTURE POTENTIAL DRIVEWAY

LOTS 1-82  
REAR ENTRY DRIVEWAY  
COVERED FRONT PORCH  
FACING STREET

PROPOSED R/W

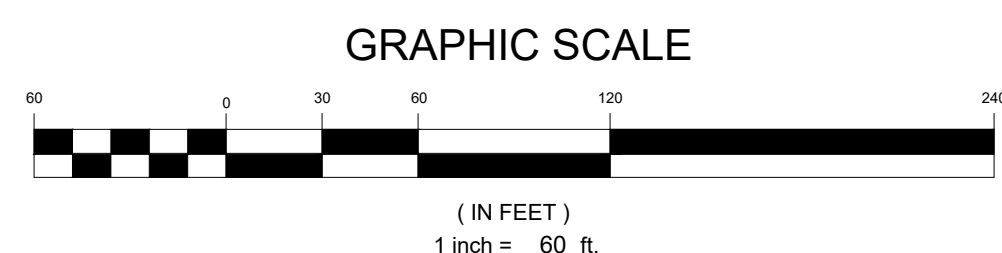
PROPOSED R/W

BUTTON LEWIS

N/F  
CLYDE WILSON JACKSON TRUST  
DB:2852; PG:234

PART OF TAX PARCEL:  
CO24-0001-001  
ZONING: PUD

**SITE NOTES:**  
TOTAL PROJECT ACREAGE = 12.58 AC  
PART OF JACKSON FARM PUD  
TOTAL NUMBER OF LOTS = 108  
TOTAL NUMBER OF BUILDING LOTS TOWNHOME = 103  
LOT DENSITY = 8.66 LOTS PER ACRE  
MINIMUM LOT SIZE = 2,000 SF  
MINIMUM LOT WIDTH = 24 FEET  
MINIMUM FRONT SETBACK = 10 FEET  
MINIMUM SIDE SETBACK = 10 FEET(END OF ROW WHEN ADJ STREET)  
7.5 FEET (END ROW WHEN ADJOINING  
INTERIOR LOT LINE)  
MINIMUM REAR SETBACK = 15 FEET( EXTERNAL LOT)  
10 FEET (INTERNAL LOT)  
**DESIGN CONDITIONS**  
TOWNHOMES ARE FRONT ENTRY, EXCEPT LOTS FACING MISSION ROAD  
AND SILO DRIVE. TOWNHOMES FACING EXISTING STREET SHALL  
HAVE COVERED FRONT PATIO  
CURRENT ZONING: PUD  
SPEED LIMIT: 15 MPH

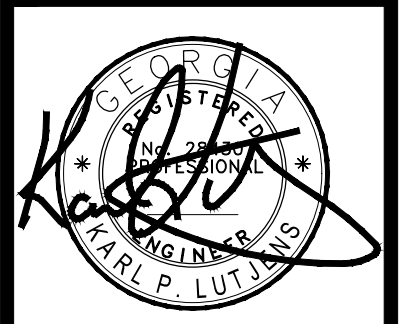


Meeting: March 21, 2024 Item 4

NO. 20367	DATE: 12/28/23	
REVISIONS:	DATE	DESCRIPTION
1	9/19/23	Zoning PLAN
2		
3		
4		
5		
6		

**SOUTHLAND ENGINEERING**  
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS  
114 OLD MILL ROAD, CARTERSVILLE, GA 30120 PH: 770.387.0440 FAX: 770.607.5151

**JACKSON FARM**  
**PLANNED DEVELOPMENT**  
LOCATED IN LAND LOTS 377,448,449,416  
4TH DISTRICT, 3RD SECTION  
CITY OF CARTERSVILLE, GEORGIA



SHEET TITLE:  
**SITE PLAN (TOWN HOMES)**  
SHEET NO.:  
**C201**

G:\230000\23067 - JACKSON FARM TH - SMITH DOUGLAS\CIVIL\DESIGN\CONCEPT-5.dwg 12/28/2023 2:03 PM

C:\23000\23067 - JACKSON FARM TH - SMITH DOUGLAS\CIVIL\DESIGN\CONCEPT-5.dwg 12/28/2023 2:03 PM

WILSON JACKSON TRUST  
DB: 2052 PG 234  
PART OF TAX PARCEL:  
024-0001-001  
ZONING: PUD

POND A  
WITH AERATOR OR FOUNTAIN

6' POND FENCE W/  
10' ACCESS GATE

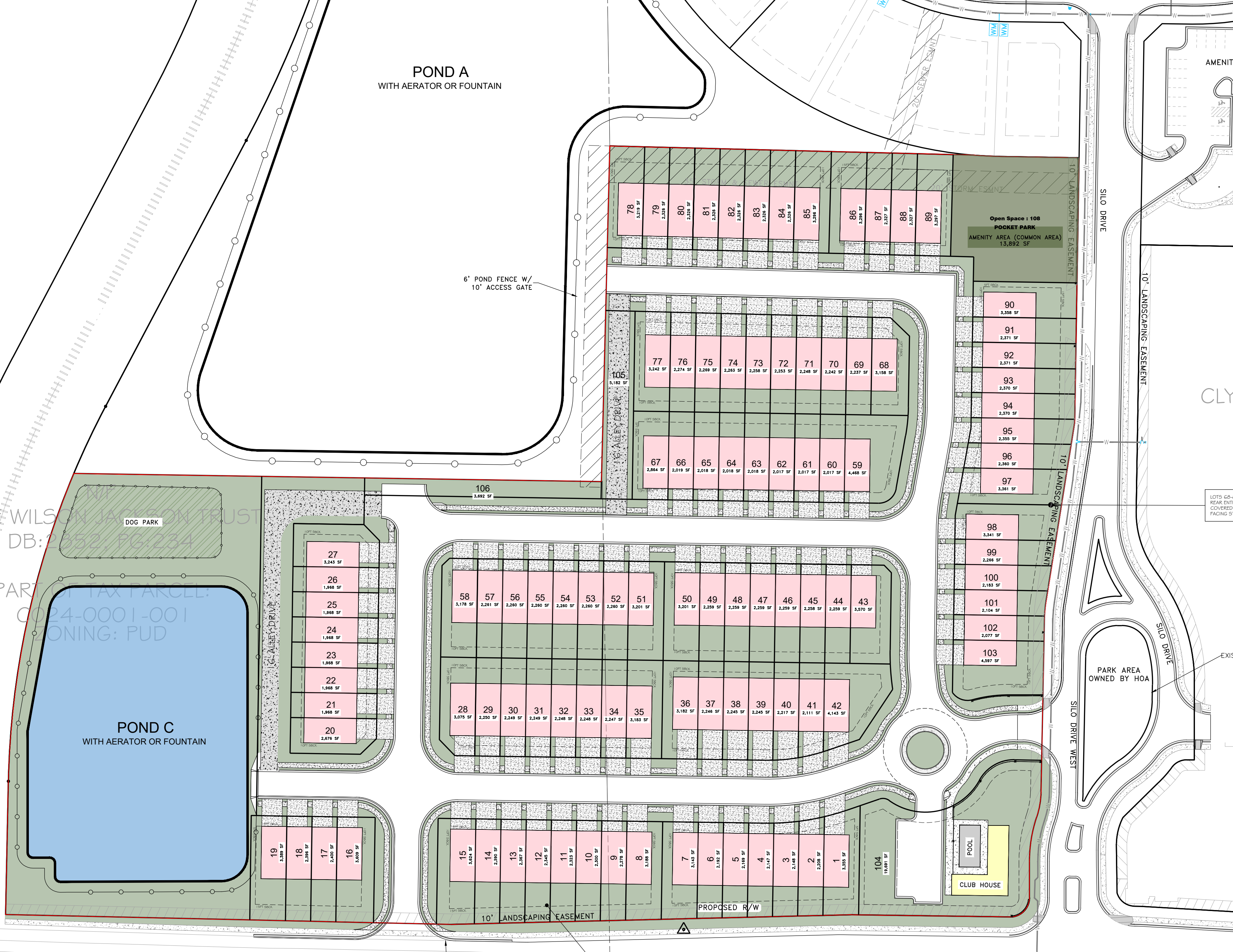
POND C  
WITH AERATOR OR FOUNTAIN

DOG PARK

MISSION ROAD  
50' PUBLIC RIGHT-OF-WAY

FUTURE POTENTIAL DRIVEWAY

LOTS 1-22  
REAR ENTRY DRIVEWAY  
COVERED FRONT PORCH  
FACING STREET



JACKSON FARM ROAD

CLYDE

LOTS 68-80  
REAR ENTRY DRIVEWAY  
COVERED FROM  
FACING STREET

EXISTING

SILO DRIVE

10' LANDSCAPING EASEMENT

SILO DRIVE

SILO DRIVE WEST

PARK AREA  
OWNED BY HOA

Open Space : 108  
POCKET PARK  
AMENITY AREA (COMMON AREA)  
13,892 SF

POOL  
CLUB HOUSE

10' LANDSCAPING EASEMENT

PROPOSED R/W

TAX PARCEL:  
C025-0006-085

N/F  
JORDAN MARK AND TIFFANY RONEE  
DB:29 15; PG:700  
TAX PARCEL:  
C025-0006-086

10

JONATHA  
[

9

DA

8

7

**SITE NOTES:**

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HAVE COVERED FRONT PATIO

CURRENT ZONING: PUD

SPEED LIMIT: 15 MPH

**GRAPHIC SCALE**

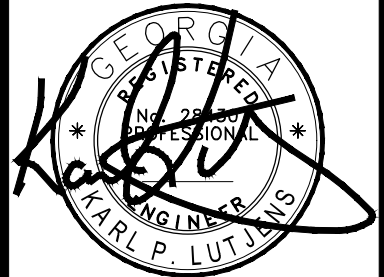


( IN FEET )

1 inch = 60 ft.

**JACKSON FARM  
PLANNED DEVELOPMENT**

LOCATED IN LAND LOTS 377,448  
4TH DISTRICT, 3RD SECTION  
CITY OF CARTERSVILLE, GEORGIA



SHEET TITLE:

**SITE  
PLAN  
(TOWN HOMES)**

SHEET NO.:

**C201**

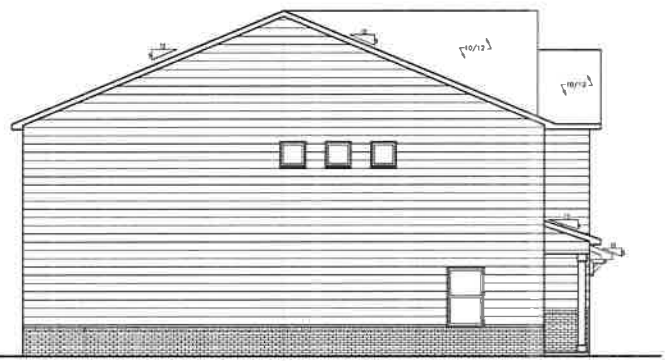
# REAR ENTRY TOWNHOME BUILDING



PLAN 1 ELEVATION B      PLAN 2 ELEVATION E      PLAN 2 ELEVATION D      PLAN 3 ELEVATION B      PLAN 3 ELEVATION C      PLAN 1 ELEVATION D



PLAN 1 ELEVATION D      PLAN 3 ELEVATION C      PLAN 3 ELEVATION B      PLAN 2 ELEVATION D      PLAN 2 ELEVATION E      PLAN 1 ELEVATION B



LEFT ELEVATION "B"



RIGHT ELEVATION "D"

















REAR ENTRY VERSION  
OF NORWOOD II A

REAR ENTRY VERSION  
OF ELLISON II B

REAR ENTRY VERSION  
OF ELLISON II A

REAR ENTRY VERSION  
OF NORWOOD II B

DATE	REVISION



ELEVATIONS  
4-PACK  
BUILDING

SMITH DOUGLAS HOMES  
113 S. LACE TRAIL,  
SUITE 200  
WOODSTOCK, GA 30188  
www.smithdouglass.com

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DOUGLAS HOMES.

DATE	10/2/23
SCALE	AS SHOWN
BY	
CHECKED BY	
DATE	
SCALE	
BY	
CHECKED BY	
DATE	











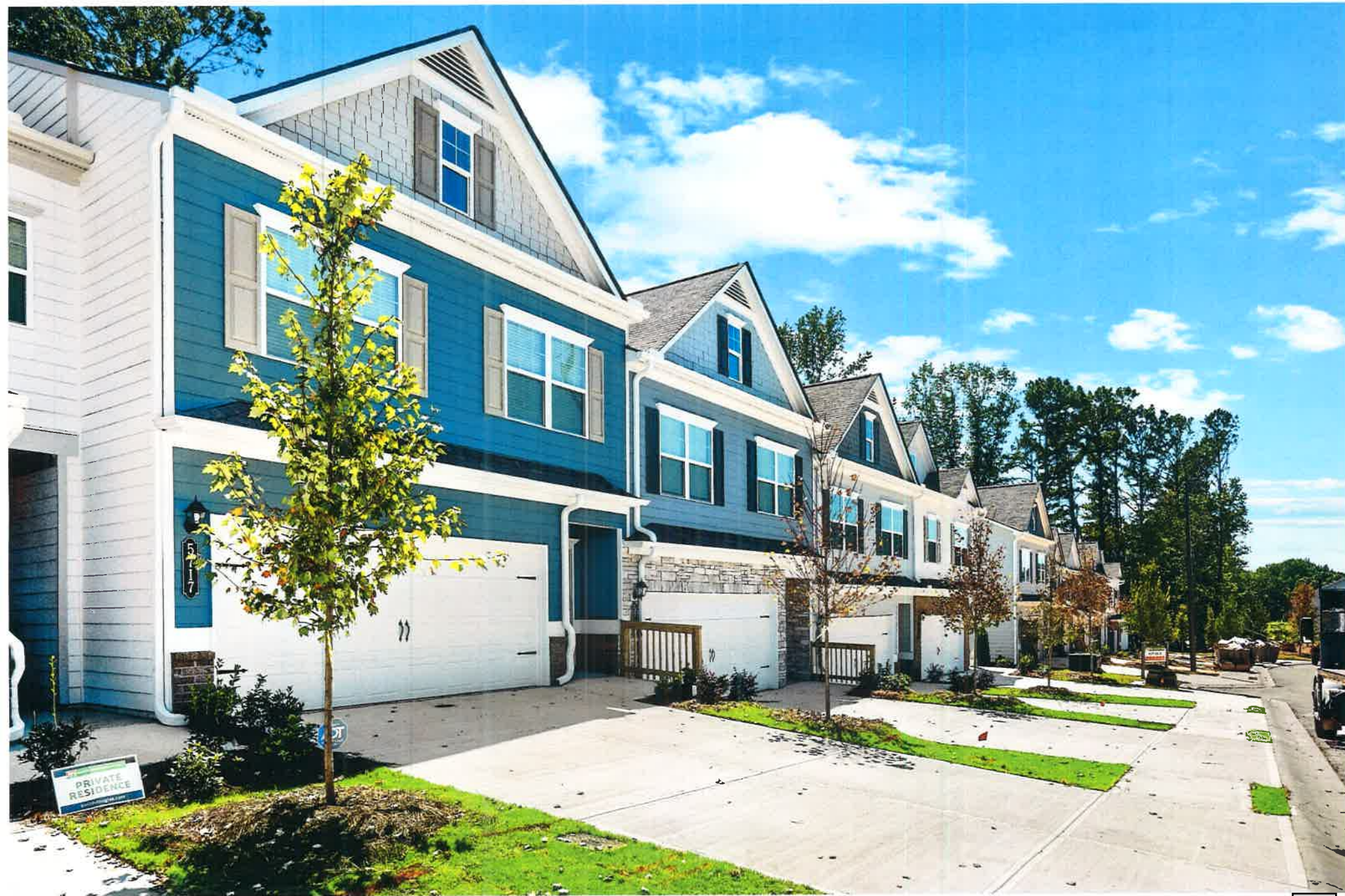






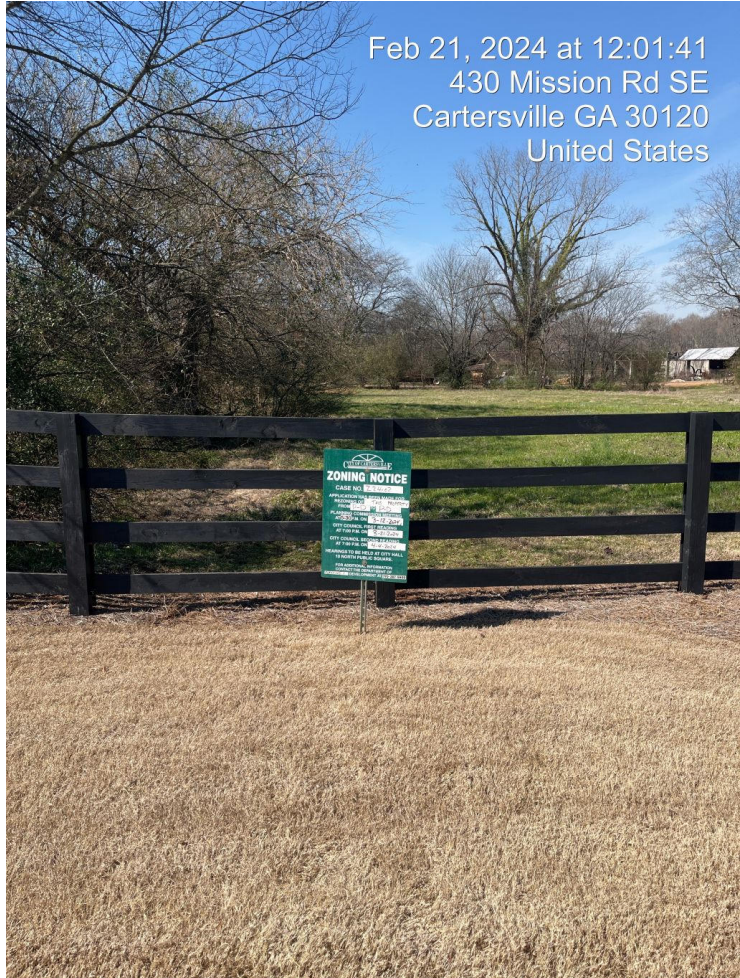












The following pages contain (4) documents with questions and comments provided to the planning commission at the February 6th meeting.

The documents were provided by Jackson Farm residents.

## Silo Point Development (AE Flood Zone)

Paula Sparti 48 Jackson Road SE Lot 4

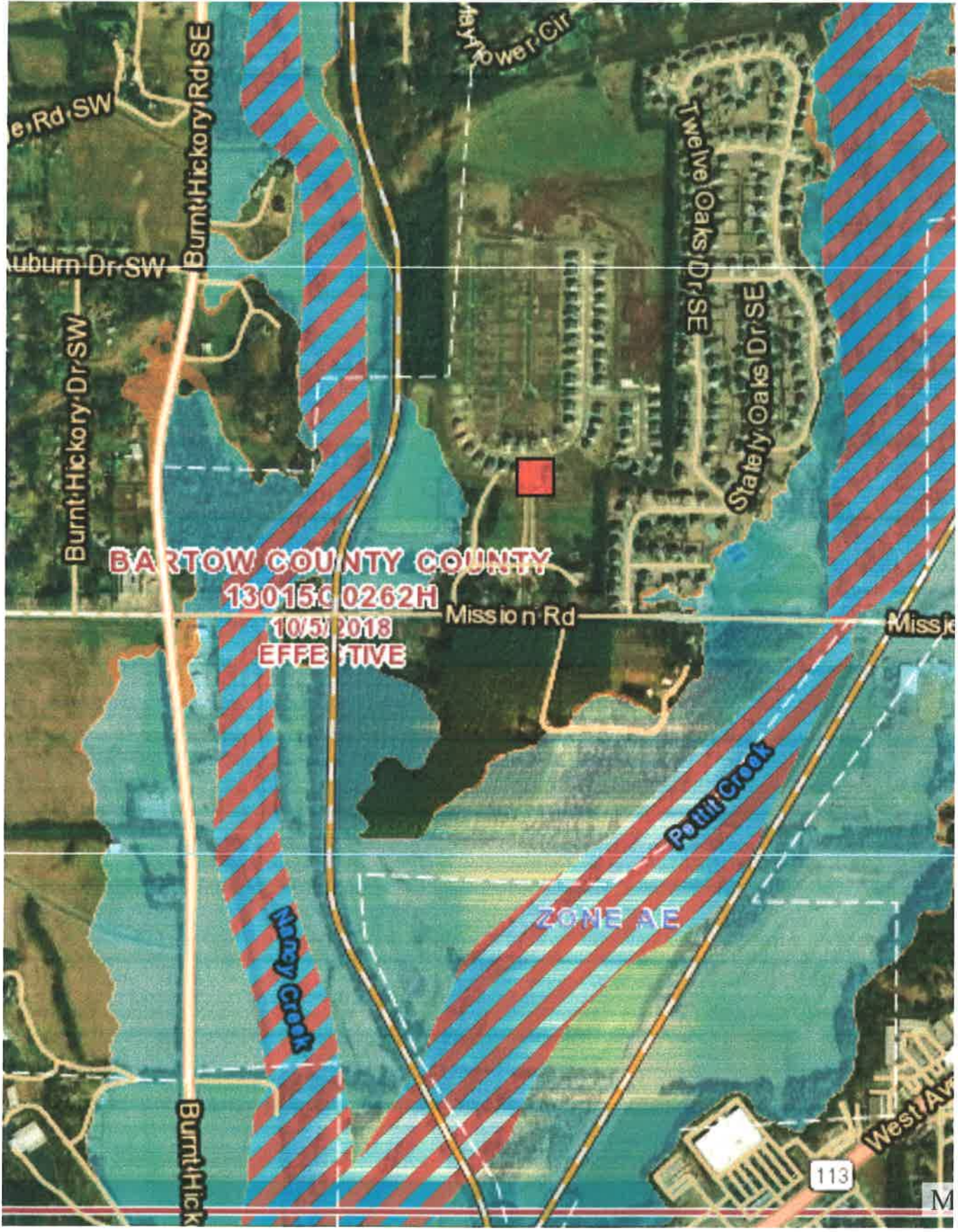
1. Jackson Farm Development and the proposed Silo Point Townhome Development lie between Pettitt Creek and Nancy Creek. Jackson Farm is an X Flood Zone (0.2%-1% annual flood risk).
2. Silo Point is to be built on an AE Flood Zone.
  - a. FEMA AE Flood Zones have a 26% chance of flooding during a 30-year mortgage and require the property to have flood insurance unless purchased for cash (no mortgage).
3. The storm drains in Jackson Farm Road SE are easily overwhelmed during moderate rainstorms and the excess rainwater flows rapidly down the 3 feet + swales to the Jackson Farm retention pond. The deep swales are located between lots 1 and 5 in Jackson Farm.
4. Silo Point will be much less permeable to rainwater because of the density of the townhomes and much smaller lots (even at the reduced number of townhomes from 112-103). The Silo Point storm drains and the west to east drainage to the Silo Point retention pond will require much more elaborate designs in order to function properly and prevent flooding.
5. If the Silo Point land requires an elevation for preparation for the foundations, or any other reasons, the effect on water flow toward Jackson Farm homes on Jackson Farm Road SE will be completely unpredictable.
6. I believe there are many more questions than answers at this time regarding the effects of the construction of Silo Point. I further believe that Smith Douglas has an obligation to do the work to answer these questions **prior** to the rezoning of the property discussed today.
7. There are many other more appropriate parcels of land for townhome developments than the proposed site for Silo Point.

# Silo Point Proposed Development

2/7

Meeting: March 21, 2024 Item 4.

P. SPART  
48 Jackson Farm  
Rd SE.





Some subdivisions have been built in AE flood zones, i.e. 100-year flood plains designated by FEMA. Many were developed in recent years, with some shown to be only a foot above the flood elevation.

It seems unwise to develop real estate in areas marked on FEMA maps as 100-year flood plains. (*Lone Ranger House Hunters*, October 25, 2018)

## What is Flood Zone AE?

Updated: Nov 13, 2023

FEMA establishes flood zones by working with local county or city officials to map your area. Any area where flooding is more likely to occur is part of a Special Flood Hazard Area (SFHA). A letter designation is provided to identify the risk for homes inside the SFHA. One of these is Flood Zone AE, which is considered a high-risk flood zone due to its elevation and proximity to floodplains, lakes, rivers, and/or other bodies of water.

### Is Flood Zone AE in the 100-Year Floodplain?

A 100-year floodplain is an area that has a 1% chance of flooding in any given year. Flood Zone AE is within this area. While a 1% annual risk of flooding may not seem like a high probability, it equates to a **26% chance of flooding over the life of a 30-year mortgage.**

Flood zone AE is one of the most common high risk flood areas. It differs from flood zone A in that flood zone AE is mapped by flood plain managers in your area to determine the Base Flood Elevation (BFE), while flood zone A has typically not been mapped for its Base Flood Elevation.

(*Flood Price*, November 3, 2022; updated November 13, 2023)

The highest-risk areas are defined by FEMA as having a 1 percent chance annually of experiencing flooding, and a



**26 percent chance** over the course of a 30-year mortgage. Nov 29, 2023

Oct 25, 2018

#2

### Originally Posted by LoneRanger

House hunting, and seeing some subdivisions around here that've been built in AE flood zones, i.e. 100 yr flood plains. FEMA map online, and local GIS interactive map for our county. Several of these were developed within the past 10 yrs. Some of the lots are showing to be only less than a foot above the flood elevation. Example: attended an Open House at a for sale place that upon checking the entire sub is within the AE flood plain and the lot for that particular home is only 0.9 ft (9/10) above the flood elevation.

Seems unwise to develop real estate in areas marked on the FEMA map as 100 yr flood plains.

And yet - it's been done. Extensively in some areas. Developers make money. Municipalities gain property tax revenue.

Recent policy changes for flood insurance, improvements in mapping, and changes in understanding of the risks have started to reverse that trend.



**From:** Paula Sparti spartimd@gmail.com  
**Subject:** General Provisions  
**Date:** February 2, 2024 at 1:26 PM  
**To:** Victoria Federici federici7@gmail.com



## Section 1. General Provisions

### 1.1. Purpose and Intent

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare and to minimize public and private losses due to flood conditions in flood hazard areas, as well as to protect the beneficial uses of floodplain areas for water quality protection, streambank and stream corridor protection, wetlands preservation, and ecological and environmental protection by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3

District Model Floodplain Management / Flood Damage Prevention Ordinance

***Adopted 8/28/13***

- (2) Restrict or prohibit uses which are dangerous to health, safety and property due to flooding or erosion hazards, or which increase flood heights, velocities, or erosion;
- ✓ (3) Control filling, grading, dredging, and other development which may increase flood damage or erosion;
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
- (5) Limit the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters; and
- (6) Protect the stormwater management, water quality, streambank protection, stream corridor protection, wetland preservation, and ecological functions of natural floodplain areas.

### Recap of the January 28, 2024 Community Meeting

Following are the concessions that Smith Douglas agreed to make with the objections/comments that came up during the meeting, comments on Facebook or from a survey. The remaining question, is how do we ensure these will be upheld.

1. *No shared entrance. The JF fence and landscaping will remain intact. Silo Point will enter from Mission Road*

Concerns: We believe due to a change in International Fire Code (IFC) requirements in 2023 a second entrance is required. Jackson Farms and The Reserve were already approved before this code change. The current plans for Silo Point shows an entrance off of Silo Rd (entrance to Jackson Farms). It was suggested that this second entrance be changed to run along the proposed pool/clubhouse to Mission Rd.

2. *Rental Restrictions, no more than 10%*

Concerns: How/who will monitor this? It will need to be written into the original Declaration of Covenants that are filed. But, since Smith Douglas will in all likelihood retain control of the HOA for Silo Point until all units are sold, this is like asking them to police themselves. It was suggested in the meeting to ask for "rezoning stipulation." Rezoning stipulations are a binding contract with the property. Falls back to a lack of integrity and trust of Smith Douglas.

3. *HOA will maintain all lawns/exterior*

Concerns: Again, Smith Douglas will be the HOA for Silo Point and can they be trusted to keep lawns and exteriors maintained until all units are sold and the HOA is turned over to homeowners.

4. *Estimated low to mid \$300K starting price*

Concerns: The smallest home offered in Jackson Farms is comparable in square footage to the townhome. The townhomes would be competing with the final sales and build out of Jackson Farm which would delay their HOA being turned over to the homeowners.

5. *Reduced the number of units to 103 and may possibly cut 1-3 more.*

Concerns: Will SD construct what they say and not build an inferior product? The City already admitted that Smith Douglas made changes after the approval to the townhomes built at Felton Rd. Who will monitor and hold SD accountable if they don't do what they've said they will? The look of the mockups isn't great. At the entrance of The Reserve, those homes are large, very stately looking with larger lots. Jackson Farm is pushed back so it's not as visible but the homes and lots are smaller. Now they'll be an apartment looking row of scaled down housing. More integrity and trust issues with Smith Douglas as they are known to say one thing and do another.

6. *There will be a green space behind Lot 1 of JF that will tie into a berm SD will build and landscape behind lots 1-4. This should help drainage, noise and offer separation of communities.*

Concerns: The berm and landscaping concerns directly affect lots 1-4 Jackson Farm. There are already drainage and erosion issues along there. There is a storm and sewer easement between the proposed Silo Point property and Jackson Farm. The area of the berms would be on City easement land and it needs to be detailed clearly IF that an agreement can happen will

the City approve and maintain the berms (pine straw or mulch, replacement of dead shrubs/trees, weed control) Who will maintain the erosion and drainage issues? This could perhaps be written as a rezoning stipulation. For lots 1-4 in Jackson Farm, they could face a substantial property value decrease depending on how the screening is handled. Smith Douglas has already indicated that the existing silo on the proposed site would need to be removed since it's not structurally stable. Will the community still be named Silo Point if there is no silo?

7. *There is a traffic study being done by the County for the red light at Mission/Burnt Hickory.*

Concerns: Ensuring a proper traffic study will be done. The City needs to use numbers of vehicles considering full build out of Jackson Farms and Silo Point are complete. Also accounting for how many times per day and how long of time the train to the west (closer to Burnt Hickory) stops on the tracks blocking traffic to even get to Burnt Hickory. That traffic would reroute up Mission Rd to Cherokee St. Is there a traffic study planned for the Cherokee St/Fite St/293 intersection or the Cherokee St/Bartow St intersection. Cherokee St is primarily Historical District homes so widening to accommodate turn lanes or roundabouts if unlikely. The time of day of any traffic study is important for the most accurate results.

8. *All trees that can be saved will*

Concerns: Everyone is fully aware that Smith Douglas has never saved a tree anywhere they have built. However this might be a stipulation that could be written into the rezoning.

Overall, most current residents have trust issues with Smith Douglas. Who will really hold them accountable for things they agree to do that cannot be included in rezoning stipulations or when they are still in charge of the HOA? If the residents of Jackson Farm were in charge of the HOA, then a contract could be made. We will have to rely on clearly expressing concerns during the commission and council meetings. We need to ensure the City of Cartersville also sticks with what they instruct Smith Douglas to do.

While many voiced that a residential product is not favorable but somewhat better than a commercial development, where there would be no control of what type of tenant/businesses would go in there. Most still feel that townhomes are not the right product. It's too many people, too much congestion, and changes the entire feel of the area. Most agreed that a 55+ Senior living community with single story homes would be acceptable for the area. That is something the city and county needs.

A resident spoke with Gary Fox, our Ward 5 representative, and he is going to send us the seven factors the City Council will take into consideration before voting. Hopefully, we will receive it this week and it will serve as an outline to address items during the Rezoning and/or City Council meetings.

As of now, we have three speakers lined up for February 6th at 5:30 pm for the Rezoning Hearing. **We NEED AS MANY PEOPLE AS POSSIBLE TO SHOW UP.** When it's asked "all in oppose" or it's said "I'm speaking for concerned residents.. **raise your hand. Or stand while the speaker is speaking.** We need the commission and council to see a number of people there to take us seriously. Anyone that would like to speak, please feel free to do so. We'll need to let the commission know how many speakers we'll have. The Commission and Council ask that we not have 10 people saying the same thing.

It is clear the Jackson Family wants to sell the land. If it doesn't go to Smith Douglas for rezoning and townhomes, it will sit until another buyer comes along. The land between Silo

Drive and Stately Oaks (entrance to The Reserve) will be the next spot they'll want to rezone. As of now, due to its size, Smith Douglas has said they'd consider a senior living community. Why not convince the Rezoning and City Council that the entire Jackson Family property would better serve the existing area residents and the City of Cartersville.

This is a learning curve for all of us. Smith Douglas has the power of finance, legal council and this is their business. Everyone was asked to submit any additional ideas, thoughts, concerns or information that could help.

Survey Results To Date:

Heavily opposed to the project and would like it shut down	40.91%
Moderately opposed and would like to see substantial change	20.45%
Somewhat opposed and wants all concession preserved	31.82%
Indifferent on the project	4.55%

### Questions to ask the Planning Commission

The Jackson Farm (JF) residents have questions regarding proposed rezoning application number Z24-02. Our questions center on accountability.

Smith Douglas (SD) verbalized numerous concessions to two Jackson Farm residents and emailed drawings of the proposed changes from their previous application. Has the City of Cartersville received these proposed changes and had the opportunity to review these drawings?

If the SD application is approved by the City of Cartersville:

- who will monitor SD and hold them accountable to the proposed concessions they presented to the JF residents? These concessions include, among others, a greenspace behind lot #1 of JF, no entrance between JF and Silo Point (SP), the existing JF fence and landscaping will remain intact, rental restrictions of no more than 10% in SP, and a reduction in the number of townhomes built.
- will the City of Cartersville inform the residents of JF details of the approved rezoning? If not, why not?
- who will hold SD accountable to ensure water drainage, holding pond area, soil erosion, and floodplain issues do not develop for lots 1 – 4 of JF or elsewhere because of this rezoning?
- who will be liable for any damage to JF property in lots 1 – 4 or elsewhere because of this rezoning? Will it be the City of Cartersville or SD?
- who will hold SD accountable for adhering to their proposed exterior designs for SP? What will be the consequences for any deviations? Will it be a fine, stop work order, or both? As we understand, there were exterior design deviations at Felton Walk that were not approved by the City of Cartersville.
- what is the projected adverse impact to JF home values? Who will compensate the homeowners for any negative impact?
- what is the projected property tax impact on JF homes?
- how will this rezoning, when completed, impact any emergency management services (e.g., fire department or paramedics)? What is the cost for this impact and who will absorb those costs? Will it be SD or the citizens of Cartersville?

There are 160 homes in The Reserve at Pettit Creek, 191 planned single-family homes in JF, and other homes adjacent to the area that will be impacted by the rezoning. What, if any, is the relative gain to the public and specifically those directly impacted by this rezoning application?

I am opposed to this rezoning application and there are others in JF and The Reserve at Pettit Creek that are also opposed. Thank you for your time and consideration in this important matter.

Respectfully,  
Joy R. Peterson  
42 Jackson Farm Road, SE  
Cartersville, GA 30120

# Jackson Traffic Report 2024

I'm concerned because a traffic study needs to be done at the entrance of the community which is the intersection of Silo Rd and Mission Rd. What you will learn is there are over 6,000 vehicles during the day. It takes over 10 minutes to get on Mission Rd toward the City Center safely during peak hours. We have already had one accident in the last 2 months and there will be more.

Rough conservatives estimate 10% growth each year for the same two-lane road. We are about 62% full, expect to reach 192 homes at the end of the year, not counting an additional 103 multi living spaces being added which approximate 295 residential living quarters. This is too much for one entrance when the two communities fully reach maximum compacity. A traffic light is necessary to control the traffic safely on the Mission Rd during peak hours. They say their traffic study been done about ½ mile away in the county area at the intersection of Mission Rd/Burnt Hickory Rd., results are not finish. The Transportation Dept says each home makes seven trips per day which makes the traffic results even higher with an additional 295 times Seven, plus 6,000 X 10% growth. We are getting to 8,665 vehicles per day when both communities reach compacities

The other problem is the railroad track blockage occurs several times during the week near the second Silo Pointe entrance which is a few hundred feet from the track. When the traffic is blocked for 15 minutes or an hour, traffic backs-up 1/2 mile in both directions. We really need a two-lane road with a reverse lane to relieve the traffic congestion safely for turn around vehicles.

We need a thorough comprehensive traffic study at the entrance since one end of the road is already being done by the country over ½ mile away. The developer should pay for traffic study and additional traffic light. The City needs to make sure it benefits both communities safely.

**Ordinance**

**of the**

**City of Cartersville, Georgia**

**Ordinance No. \_\_\_\_\_**

**Petition No. Z24-02**

**NOW BE IT AND IT IS HEREBY ORDAINED** by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Clyde Wilson Jackson Trust. Property is located 496 Mission Road (C024-0001-001). Said property contains 12.58 acres located in the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Land Lots 448-449. Property is hereby rezoned from P-D (Planned Development) with conditions to P-D with the new following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

**New Conditions:**

- 1. For the northern most units abutting the stormwater easement, limit the front yard property line to the southern boundary of the stormwater easement to avoid conflicts with easement encroachments.*
- 2. In addition to required setbacks, install a fifteen-foot wide buffer along all property lines which abut a single-family district or use to provide a visual screen in accordance with section 4.17 of the zoning ordinance.*

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

**First Reading this 21<sup>st</sup> day of March, 2024.**

**ADOPTED this the 4<sup>th</sup> day of April, 2024. Second Reading.**

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

**ATTEST:**

*/s/* \_\_\_\_\_  
**Ashley Peters**  
**Deputy City Clerk**



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	1 <sup>st</sup> Reading of Zoning/Annexation Requests
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	T24-02: Text Amendment to Billboard Ordinance - Sec 20.29
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Text Amendment to Chapter 20, Signs and Outdoor advertising, Article II, Sign Ordinance, Sec. 20-29 (a), Billboards, to add:</p> <p><i>“(6). S. Tennessee Street (State Route 293) (beginning at the centerline of Justice Robert Benham Drive intersection with S. Tennessee Street centerline) and continuing south a distance of 1,000 feet.”</i></p> <p>Staff is not opposed to the amendment. Planning Commission recommended approval.</p>
<b>LEGAL:</b>	N/A



# MEMO

To: Planning Commission, Mayor Santini & City Council

From: Randy Mannino and David Hardegree

Date: February 16, 2024

Re: *Text Amendment T24-02. Amendment to Chapter 20, Signs and Outdoor advertising, Article II, Sign Ordinance, Sec. 20-29, Billboards*

Text Amendment to Chapter 20, Signs and Outdoor advertising, Article II, Sign Ordinance, Sec. 20-29 (a), Billboards, to add:

“(6). S. Tennessee Street (State Route 293) beginning at the centerline of Justice Robert Benham Drive intersection with S. Tennessee Street centerline and continuing south a distance of 1,000 feet.”

This amendment would permit the applicant to install static billboard at 520 S. Tennessee St.

The closest billboards to this proposed area is 120 S. Gilmer St to the north and near the Old Alabama Rd bridge in Emerson to the south.

Staff is not opposed to the amendment.

**Application for Text Amendment(s)  
To Zoning Ordinance  
City of Cartersville**

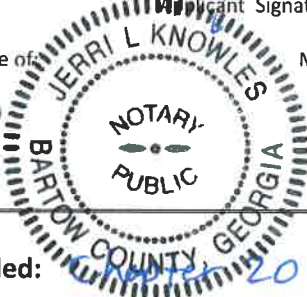
Case Number: 7 Meeting: March 21, 2024 Item 5.  
Date Received: 1/18/24

**Public Hearing Dates:**

Planning Commission 3/12 5:30pm      1<sup>st</sup> City Council 3/21 7:00pm      2<sup>nd</sup> City Council 4/4/24 7:00pm

**APPLICANT INFORMATION**

Applicant <u>Tilley Outdoor, LLC</u> <small>(printed name)</small>	Office Phone <u>(770) 386-0040</u>
Address <u>1 N. Tennessee St.</u>	Mobile/ Other Phone _____
City <u>Cartersville</u> State <u>GA</u> Zip <u>30120</u> Email <u>bethtilley@bellsouth.net</u>	
<u>Robert L. Walker</u> Representative's printed name (if other than applicant)	Phone (Rep) <u>(770) 387-1373</u>
<u>Robert L. Walker</u> Representative Signature	Applicant Signature <u>Beth Tilley</u> Email (Rep) <u>rwalker@jbwpc.com</u>
Signed, sealed and delivered in presence of <u>Jerry L Knowles</u> Notary Public	My commission expires: <u>2/22/26</u>



**1. Existing Text to be Amended:**

Article II, Section 20-29, Subsection (a)

Existing Text Reads as Follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Proposed Text:**

Proposed Text Reads as Follows: add paragraph (6) to subsection (a) of Sec. 20-29, which shall read as follows: "(6) S. Tennessee Street (beginning at the centerline of Justice Robert Benham Dr. intersection with the S. Tennessee St. centerline) and continuing south a distance of 1,000 feet.

3. Reason(s) for the Amendment Request: To provide for the installation of a billboard sign.

(Continue on additional sheets as needed)

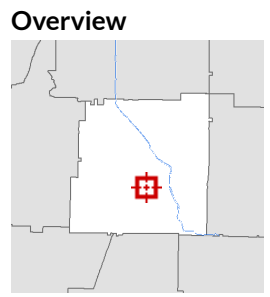
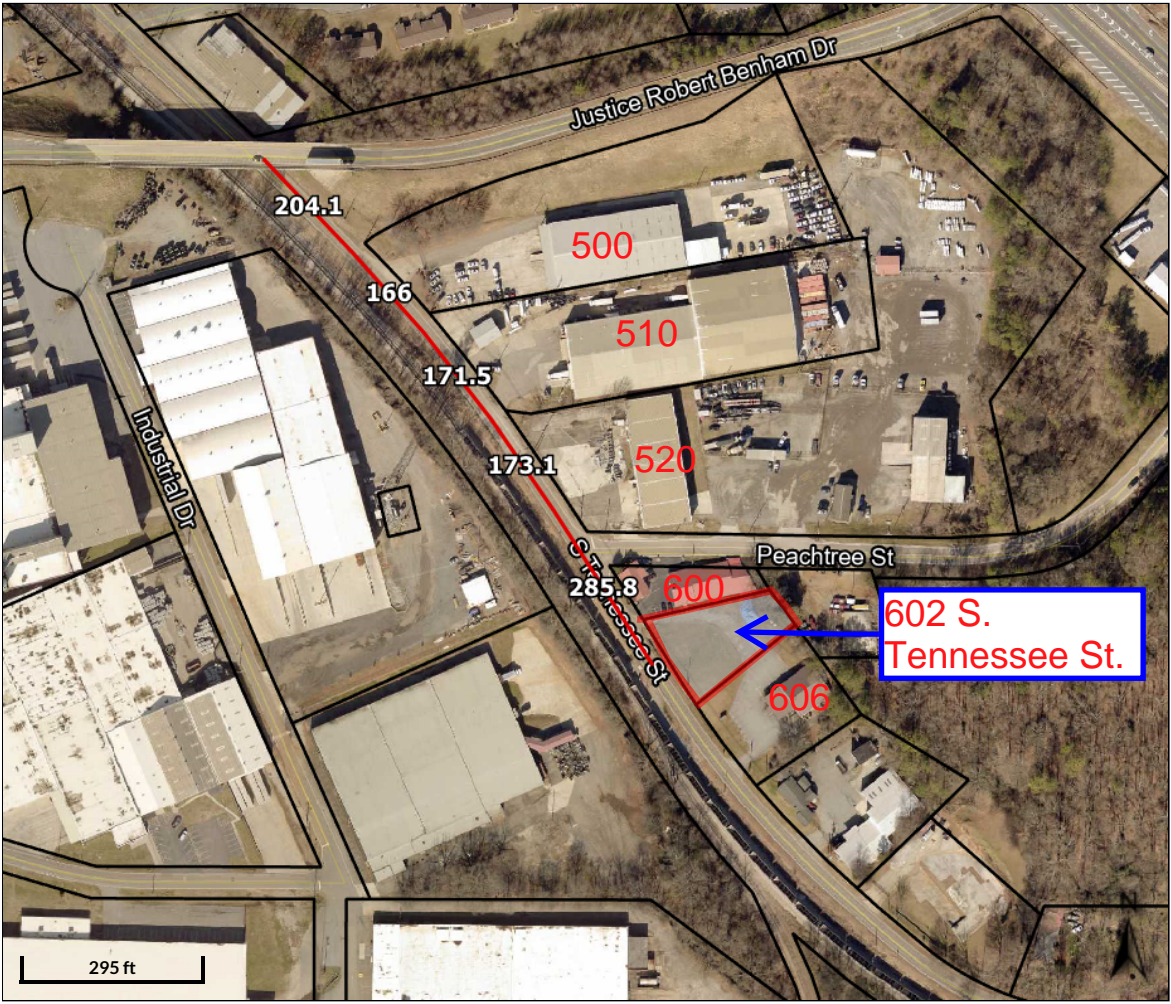
REQUIREMENTS FOR FILING  
AN APPLICATION FOR TEXT AMENDMENT(S)  
CITY OF CARTERSVILLE, GA

Completed applications must be submitted to the City of Cartersville Planning & Development Department, located at 10 N. Public Square, 2<sup>nd</sup> Floor. Cartersville, GA 30120.

**Requirements**

1. **Completed Application:** Include all signatures. Complete items 1, 2 and 3.
2. **Filing Fee:** A non-refundable filing fee of **\$400.00** must accompany the completed application.
3. **Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of **\$50.00** which covers the cost of the newspaper ad and Publication affidavit.
4. **Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 4** above:
  - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).





**Legend**  
 □ Parcels  
 — Roads

<b>Parcel ID</b>	C002-0001-005	<b>Alternate ID</b>	32058	<b>Owner Address</b>	SMITH RUSSELL BROOKSHIRE
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Residential		SMITH REBECCA MARIE
<b>Property Address</b>	120 LEAKE ST	<b>Acreage</b>	0.2		120 LEAKE ST
					CARTERSVILLE, GA 30120
<b>District</b>	Cartersville				
<b>Brief Tax Description</b>	LL 482 D 4				
	<i>(Note: Not to be used on legal documents)</i>				

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Developed by Schneider  
 GEOSPATIAL

## Proposed Amendment

### Sec. 20-29. Billboards.

- (a) Billboards shall be allowed, in addition to freestanding signs, on nonresidential use properties adjacent to only the following roads:
- (1) State Route 20.
  - (2) U.S. 41 and corresponding frontage roads.
  - (3) U.S. 411 and corresponding frontage roads.
  - (4) West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).
  - (5) State Route 113 (beginning at the centerline of the I-75 right-of-way intersection with the GA Hwy. 113 centerline and continuing west a distance of two thousand seven hundred (2,700) feet radially; provided however, that this section shall supersede any conditions placed on billboards in this geographic location).
  - (6) S. Tennessee Street (State Route 293) (beginning at the centerline of Justice Robert Benham Drive intersection with S. Tennessee Street centerline) and continuing south a distance of 1,000 feet.**
- (b) Billboards require a permit to be erected, and shall comply with the following regulations:
- (1) *General standards.*
    - a. Shall be allowed a maximum sign area of three hundred (300) square feet.
    - b. Shall not exceed a height of thirty (30) feet. Height shall be measured from the nearest road grade elevation.
    - c. Shall be set back at least fifty (50) feet from the right-of-way of a public street or highway and twenty-five (25) feet from all property lines and buildings on the site.
    - d. Shall be a minimum of five hundred (500) feet from a residential zoning district.
    - e. Shall be a minimum of one thousand five hundred (1,500) feet from all other billboards. Distance shall be measured from one (1) billboard to another on the same road.
    - f. Shall not be visible from or located along Interstate Highway 75.
    - g. Shall not be attached to or painted directly on any building or any other natural or manmade structure or object other than the supporting structure specifically built for said sign.
  - (2) *Electronic billboards.*
    - a. Billboards which are directly illuminated, exhibit animation, blink, change copy, display moving pictures or images, flash, contain light emitting diode (LED), and/or contain liquid crystal display (LCD) shall be prohibited except when located adjacent to one (1) of the following roads:
      1. State Route 20.
      2. U.S. 41 and corresponding frontage roads.
      3. U.S. 411 and corresponding frontage roads.
      4. West Avenue (beginning at, and including, the intersection with Henderson Drive and running southwest).
      5. State Route 113 (beginning at the centerline of the I-75 right-of-way intersection with the Georgia Highway 113 centerline and continuing west a distance of two thousand seven

hundred (2,700) feet radially; provided however, that this section shall supersede any conditions placed on billboards in this geographic location).

6. Old Mill Road (beginning at the centerline of the Old Mill Road right-of-way intersection with the Erwin Street center line and continuing west a distance of one thousand (1,000) feet. Applicable to billboard signs existing as of July 26, 2022).
  - b. Shall be a minimum of five thousand (5,000) feet from all other electronic billboards and a minimum of one thousand five hundred (1,500) feet from nonelectronic billboards.
  - c. Any permit for an electronic billboard shall include a maximum number of displays per cycle for the structure. No more than six (6) displays per minute shall be allowed, and each display shall not change more frequently than once every ten (10) seconds.
  - d. Such displays shall contain static messages only, changed instantaneously, through dissolve or fade transitions, or other subtle transitions that do not have the appearance of moving text or images. In any event, such billboards may not have movement, or the appearance of or illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign, including the movement of any illumination or the flashing, scintillating, or varying of light intensity.
  - e. All such billboards shall be programmed to automatically freeze in a single display in the event of a malfunction or computer/system error.
  - f. The planning and development department shall be provided with an on-call contact person and phone number for each permitted electronic billboard. The contact person must have the ability and authority to make immediate modifications to the displays and lighting levels should the need arise. In the event the contact person is unobtainable or unresponsive, the permit holder grants to the planning and development department the authority to access and disable the sign in cases of emergency or when the sign poses a threat to public safety.
- (3) *Nonconforming billboards.* Billboard signs legally existing on the date of adoption of this article may be continued even though such signs do not conform to this provision. Such nonconforming signs shall not be expanded, relocated or replaced by another nonconforming sign, except that the substitution of interchangeable poster panels, painted boards or demountable material on nonconforming signs shall be allowed. No such nonconforming sign shall continue after the discontinuance of the nonconforming use for a period of six (6) months.

(Ord. No. 26-12, 5-3-12; Ord. No. 29-18, § 1, 11-1-18; Ord. No. 20-22, § 1, 10-6-22)

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

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 20 – SIGNS AND OUTDOOR ADVERTISING ARTICLE II. – SIGN ORDINANCE, SEC. 20-29, BILLBOARD is hereby amended as follows:

1.

To add:

*“(6). S. Tennessee Street (State Route 293) (beginning at the centerline of Justice Robert Benham Drive intersection with S. Tennessee Street centerline) and continuing south a distance of 1,000 feet.”*

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: March 21, 2024

SECOND READING: April 4, 2024

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

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





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Public Hearing
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	SU24-02. 123 Leake St. Applicant: Josh McWhorter
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Applicant requests a Special Use permit to allow an apartment behind commercial and office uses in the same building, at property identified as 123 Leake St, in Land Lot 483 of the 4th District, 3<sup>rd</sup> Section. Tax ID No. C002-0002-061. The approximate land area is 0.31 acres.</p> <p><u>Staff is not opposed to the request with the following condition:</u></p> <p>1) The Special Use is nullified if the building use changes, and the apartment is removed.</p> <p>Planning Commission recommended approval.</p>
<b>LEGAL:</b>	N/A

## **SPECIAL USE APPLICATION SYNOPSIS**

### **REQUEST SUMMARY:**

Applicant requests a special use permit to construct an apartment behind an office in the same building.

Petition Number(s):           **SU24-02**

### **APPLICANT INFORMATION AND PROPERTY DESCRIPTION**

Applicant:                       **Josh McWhorter**

Representative:               **Shane Kemp, Graphite Construction Company**

Property Owner:               **Same**

Property Location:           **123 Leake St.    Parcel ID C002-0002-061**

Access to the Property:      **Leake St.**

#### **Site Characteristics:**

Tract Size: **0.31 +/- ac.** District: **4<sup>th</sup>** Section: **3rd** LL(S): **483**

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

### **LAND USE INFORMATION**

Current Zoning:               **DBD (Downtown Business District)**

Proposed Zoning:             **No change**

Proposed Use:                 **Apartment behind commercial/ office in same building**

Current Zoning of Adjacent Property:

North:                         **DBD**

South:                         **R-7 (Single Family Residential)**

East:                         **DBD**

West:                         **DBD**

The Future Development Map designates the subject property as: **DBD**

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

## **2. City Department Comments (as of Mon. 1/30/24):**

**Electric:** Takes no exception.

**Fibercom:** Takes no exception.

**Fire:** No comment received

**Gas:** No comment received

**Public Works:** No comment received.

**Water and Sewer:** Cartersville Water Department has the following comment:

1. Each individual unit must be served from a separate service. Please contact Terry Jordan at (770)-607-6294 for water and sewer fees.

## **3. Public Comments:**

1/24/24: Darla McAfee. Email Inquiry. Application emailed.

## **4. Special Use Review**

Josh McWhorter, applicant, requests the special use permit to construct an apartment behind an office in the same building. In the DBD, a Special Use permit is required for apartments and condominiums, above, below, or behind commercial and office uses in the same building.

Per Sec. 16.4.2, the following are specific Special Use Standards for apartments and condominiums, above, below, or behind commercial and office uses in the same building:

- **Minimum square footage of a (1) bedroom apartment- 600sf. 659sf provided.**
- **Minimum parking spaces for the apartment- Two (2) Required. Two (2) provided.**
- **Minimum parking spaces for the Office space,1441sf- Five (5) spaces required (3 spaces/ 1000sf). Min. six (6) spaces provided between 123 Leake St and 162 W. Main St. See parking agreement for 162 W. Main St.**

All requirements can be met.

## **5. Zoning Ordinance Findings**

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

### **Sec. 9.4. downtown Business District**

See attached.

## **B) Article XVI. Special Uses**

### **Sec. 16.1. Scope and intent.**

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

### **Sec. 16.2. Application of regulations and approval.**

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

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

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

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

**Sec. 16.3. Additional restrictions.**

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
1. The effect of the proposed activity on traffic flow along adjoining streets;
  2. The availability, number and location of off-street parking;
  3. Protective screening;
  4. Hours and manner of operation of the proposed use;
  5. Outdoor lighting;
  6. Ingress and egress to the property; and
  7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

**6. How General Standards Are Met (Staff response):**

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

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

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

**How Standard #2 has / will be met:** 3-4 spaces are available on site. A parking agreement for (5) spaces has been executed for spaces at 162 W, Main St. See agreement.

**Standard #3: Protective screening.**

**How Standard #3 has / will be met:** Not required. Site is developed.

**Standard #4: Hours and manner of operation:**

**How Standard #4 has / will be met:** Apartment use is as required. Office use is expected to be normal business hours.

**Standard #5: Outdoor lighting**

**How Standard #5 has / will be met:** None required or proposed.

**Standard #6:** Ingress and egress to the property.

**How Standard #6 has / will be met:** Leake St.

**Standard #7:** Compatibility with surrounding land use.

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

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

**16.4.2. Apartment, above, below, or behind commercial and office uses in the same building.**

A. Allowable districts: DBD, M-U, P-D, O-C, and G-C.

B. Standards:

1. The dwelling unit shall comply with all applicable City of Cartersville building and fire codes.
2. Minimum floor area requirements for a dwelling unit shall be the following:
  - *3-bedroom:* Nine hundred (900) square feet.
  - *2-bedroom:* Seven hundred fifty (750) square feet.
  - *1-bedroom:* Six hundred (600) square feet.
  - *Studio/loft (in existing buildings):* Four hundred fifty (450) square feet.
3. Minimum number of parking spaces: Two (2) spaces for each dwelling unit plus three (3) spaces for each one thousand (1,000) square feet of commercial use.
4. Parking lot outdoor lighting shall be directed away and shielded from residential above or behind commercial use and from abutting residential districts or use. Freestanding street lighting fixtures shall have a maximum height of thirty-five (35) feet.
5. Reserved.
6. Sound-deadening construction materials and techniques should be used and bedrooms should be oriented away from noise sources.

**8. Staff Recommendation:** Staff does not oppose the application with the following condition:

- 1) The Special Use Permit is nullified if the building use changes and the apartment is removed.

# 123 Leake St

Parking spaces for 123 Leake St as of 2012.

Meeting: March 21, 2024 Item 6.

123 Leake St

M Faye McCord

123 Leake St  
M Faye McCord

# 123 Leake St

Parking spaces for 123 Leake St as of 2021.

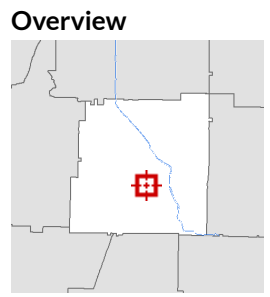
Meeting: March 21, 2024 Item 6.

123 Leake St

M Faye McCord

123 Leake St  
M Faye McCord





**Legend**  
 □ Parcels  
 — Roads

<b>Parcel ID</b>	C002-0002-016	<b>Alternate ID</b>	32099	<b>Owner Address</b>	MCCORD M FAYE
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Commercial		509 BOATNER AV
<b>Property Address</b>	123 LEAKE ST	<b>Acreage</b>	0.31		CARTERSVILLE, GA 30120
<b>District</b>	Downtown Development Authority				
<b>Brief Tax Description</b>	LL483 LD4				
	<i>(Note: Not to be used on legal documents)</i>				

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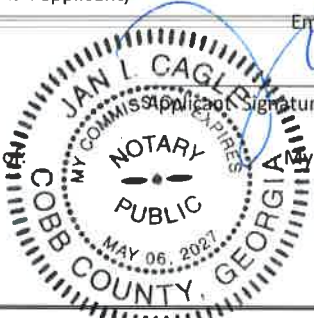
Developed by Schneider  
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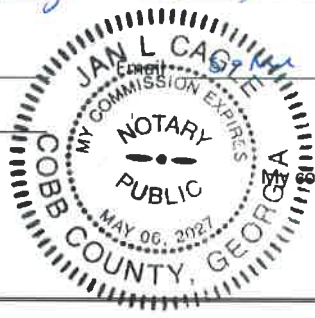
**Application for Special Use**  
City of Cartersville

Case Number: SV24-02  
Date Received: 12-21-23

**Public Hearing Dates:**

Planning Commission 2/6/24 5:30pm    1<sup>st</sup> City Council 2/15 7:00pm    2<sup>nd</sup> City Council 3/7 7:00pm

Applicant Josh McWhorter (printed name)    Office Phone (770) 386-0022  
 Address 162 W. Main St Ste 303    Mobile/ Other Phone \_\_\_\_\_  
 City Cartersville State GA Zip 30120 Email josh@mcwhortercp.com  
Shane Kemp    Phone (Rep) (404) 468-7663  
 Representative's printed name (if other than applicant)    Email (Rep) shane@graphiteconstructioncompany.com  
 Representative Signature \_\_\_\_\_  
 Signed, sealed and delivered in presence of \_\_\_\_\_ My commission expires: 5/6/27  
  
 Notary Public Jane Cagle

\* Titleholder Josh McWhorter, Manager (titleholder's printed name)    Phone (770) 386-0022  
 Address Same  
 Signature \_\_\_\_\_  
 Signed, sealed, delivered in presence of: \_\_\_\_\_ My commission expires: 5/6/27  
  
 Notary Public Jane Cagle

Present Zoning District DBD ~~1-111~~    Parcel ID No. C002-002-061  
 Acreage .31 Land Lot(s) ≡ 483 District(s) 4 Section(s) 3  
 Location of Property: 123 Leake Street  
 (street address, nearest intersections, etc.)  
 Reason for Special Use Request: Partner in Real Estate Firm wishes to use portion of residence for business use.  
 (attach additional statement as necessary)

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

**CAMPAIGN DISCLOSURE REPORT  
FOR ZONING ACTIONS**

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

Date of Application: 12/15/23

Date Two Years Prior to Application: 12/15/21


Date Five Years Prior to Application: 12/15/18

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

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

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

\_\_\_\_\_

  
 Signature \_\_\_\_\_ Date 12/15/23  
 \_\_\_\_\_  
 Print Name JOSEPH McWHORTER

# SPECIAL USE JUSTIFICATION ✓

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

Zoning Ordinance section 16.3.A

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

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

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

**Use applied for:**

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

**How Standard #1 has / will be met:**

No effect on traffic is anticipated.

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

**How Standard #2 has / will be met:**

Property has (5) five parking spots located behind structure.

**Standard #3:** Protective screening.

**How Standard #3 has / will be met:**

No land disturbance will occur during construction or occupation.

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

How Standard #4 has / will be met:

Typical 9-5 office setting. Business operational for ~ 8hrs. Mon-Fri.

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:

No New exterior lighting proposed. Any existing ext. lights will be maintained

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:

Wrap around drive way is existing and will be utilized.

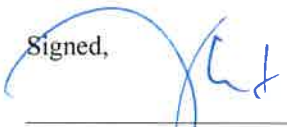
Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:

Business & Residency at 123 Leake St. will work in conjunction with surrounding businesses.

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

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

Signed,   
\_\_\_\_\_  
Applicant or Representative  
Date 12/15/23

# PARKING SPACE RENTAL AGREEMENT

**I. The Parties.** This agreement dated January 2, 2024 is by and between 162 West Main Street Village, LLC with a mailing address of 162 W. Main Street, Suite 303, Cartersville, Georgia, 30120 (Hereinafter known as the 'Lessor') and The McWhorter Group, LLC with a street address of 162 W. Main Street, Suite 303, Cartersville, Georgia, 30120 (Hereinafter known as the 'Lessee') for five (5) parking spaces located at 162 W. Main Street, Suite 303, Cartersville, Georgia, 30120. Other Details: Parking will be in the rear of the building adjacent to and reserved for 123 Leake Street.

**II. Term.** The tenancy shall be on a fixed term.

This agreement begins on January 2, 2024 and ends on November 30, 2025.

**III. Rent.** The payment of rent by the Lessee to the Lessor shall be due on the first (1st) of every year in the amount of \$250.00 (US Dollars). Payment shall be delivered to the Lessor by the Lessee in the following manner: Rent shall be sent via check to the Lessor's mailing address provided.

**IV. Subletting.** The Lessee is not allowed to sublease (sublet) the space without the direct written consent from the Lessor.

**V. Current Registration & Insurance.** Lessee may only use the space for vehicles that are up-to-date with all State and local registration. In addition, all vehicles must maintain current with insurance that is legal under the State of registration.

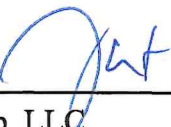
**VI. Maintenance.** Lessee is required to keep the vehicle in good repair and free of hazardous leaks of oils or liquids. No repairs of any type are allowed on the parking space and, if needed, must be towed to a location that allows such activities.

**VII. Use of Space & Damage.** The use of the space may only be for the parking of a vehicle that is owned/leased by the owner. No storage of personal property may be allowed in the space. Lessor is not liable for any damage done to the vehicle or personal property taken from it. All liability to the vehicle and personal property will be responsibility of the Lessee.

**VIII. Governing Law.** This agreement shall be governed under the laws in the State of Georgia.

This agreement was signed on January 2, 2024.

**Lessor's Signature**  \_\_\_\_\_  
162 West Main Street Village, LLC

**Lessee's Signature**  \_\_\_\_\_  
The McWhorter Group, LLC



# 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

## Residential Permit Application

**NOTICE: THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED BEFORE A PERMIT MAY BE ISSUED. NO WORK MAY COMMENCE BEFORE THE ISSUANCE OF THE PERMIT**  
**\* ATTACH SITE PLAN THAT INDICATES LOCATION OF THE STRUCTURE AND SETBACKS\***  
**\* ORIGINAL SIGNATURE OF GC REQUIRED ON EACH APPLICATION\***

SUBDIVISION: \_\_\_\_\_ LOT # \_\_\_\_\_

PROJECT ADDRESS: 123 Leake Street Cartersville 30120  
CITY ZIP

OWNERS NAME: Josh McWhorter ADDRESS: 123 Leake St. Cartersville PHONE#: 770-386-0022

CONSTRUCTION TYPE: VB VALUATION/CONSTRUCTION COST \$30,000.00 SQ. FT: 603 BATHROOMS 1 BEDROOMS: 1

NEW HOME \_\_\_\_\_ ADDITION \_\_\_\_\_ REMODEL EXTERIOR X REMODEL INTERIOR X DETACHED ACCESSORY BUILDING \_\_\_\_\_

# OF STORIES: 1 SPLIT LEVEL: \_\_\_\_\_ GARAGE: \_\_\_\_\_ BASEMENT: YES \_\_\_ or NO X HISTORIC DISTRICT: YES X or NO \_\_\_ FLOODPLAIN: YES \_\_\_ or NO \_\_\_

DESCRIBE WORK Demolition, Carpet, Paint, Mill-work (Cabinetry) Exterior Paint and Siding, Patch & Repair

Contractors Name: Graphite Construction Company

EMAIL: dillonr@graphiteconstructioncompany.com CELL # 678-800-6408

ADDRESS: 102 North Bartow Street Cartersville

CITY ZIP

STATE LICENSE #: GCQA006720 BUSINESS LICENSE #: LCC201900345  
(CONTRACTOR) EFFECTIVE 7/1/07

SIGNATURE: Dillon Richoz NAME OF CI

\*\*\*THIS MUST BE SIGNED IN FRONT OF PERMIT CLERK\*\*\*

\*\*\*\*\*OFFICIAL USE ONLY\*\*\*\*\*

SETBACKS \_\_\_\_\_

NOTES \_\_\_\_\_

APPROVAL: ZONING ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

APPROVAL: BUILDING INSPECTIONS \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT CONTACT:



Graphite Construction Company  
162 W. Main Street, Suite 307  
Cartersville, Georgia 30120  
Phone 770 334 2774

DRAWN BY:

CHC

# Leake Street Law Office/Residence

## 123 Leake Street Cartersville, Georgia 30120

### Christian H. Crookless, RA, NCARB

3613 Hampstead Lane, Northeast

Roswell, Georgia 30075

678.662.3904 | www.crookless@gmail.com

GENERAL NOTES:

THE INFORMATION SHOWN IN THESE DRAWINGS IS BASED ON ACTUAL FIELD MEASUREMENTS AND OTHER INFORMATION OF RECORD. ALL WORK DESCRIBED IN THESE PLANS SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE FOLLOWING CONSTRUCTION CODES.

THE GEORGIA STATE MINIMUM CODES:

- INTERNATIONAL BUILDING CODE - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS
- INTERNATIONAL RESIDENTIAL CODE - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS
- INTERNATIONAL FIRE CODE - 2018 EDITION (CONTACT STATE FIRE MARSHALL BELOW)
- INTERNATIONAL PLUMBING CODE - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS
- INTERNATIONAL MECHANICAL CODE - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS
- INTERNATIONAL FUEL GAS CODE - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS
- NFPA NATIONAL ELECTRICAL CODE - 2020 EDITION
- INTERNATIONAL ENERGY CONSERVATION CODE - 2015 EDITION WITH 2020 GEORGIA STATE SUPPLEMENTS AND AMENDMENTS
- INTERNATIONAL SWIMMING POOL & SPA CODE - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS

FOR INFORMATION AND QUESTION REGARDING THE LIFE SAFETY CODE (FPA 101), IFC GEORGIA OR THE GEORGIA ACCESSIBILITY CODE, PLEASE CONTACT THE STATE FIRE MARSHALLS OFFICE

2020 GEORGIA STATE AMENDMENTS HAVE NFPA 101, 2018 EDITION AS GOVERNING LIFE SAFETY COMPONENTS AND ISSUES FOR STRUCTURES AND TENNANTS.

- PRECAST CONC. & LAMINATED WD BEAMS AND COLUMNS TO BE BUILT AND INSTALLED IN ACCORDANCE W/ ALL MANUFACTURER'S SPECIFICATIONS AND AS REQUIRED BY LOCAL CODES, RESTRICTIONS, AND REGULATIONS.
- PROVIDE APPROVED JOIST HANGERS AT ALL FLUSH JOIST-TO-JOIST AND JOIST-TO-BEAM CONNECTIONS
- HEADERS IN ALL BEARING PARTITIONS AND BEARING WALLS TO BE SOLID DIMENSIONAL LUMBER SIZED AS INDICATED ON FRAMING PLANS W/ 1/2" SOLID PLYWOOD BETWEEN UNLESS OTHERWISE NOTED. LAMINATED HEADERS AND BEAMS SHALL BE NAILED AS PER MANUFACTURER'S SPECIFICATIONS.
- ALL HEADERS IN EXCESS OF 4'-0" SHALL HAVE MIN. (2) TRIMMER JACKS ON EACH SIDE
- PROVIDE ADDITIONAL JOIST OR TRUSS UNDER INTERIOR PARTITIONS RUNNING PARALLEL TO FLOOR JOIST AND HAVING A LENGTH GREATER THAN 6'-0". DOUBLE JOIST UNDER BATHTUBS OR SPACE JOIST AT 12" O.C.
- ALL BEARING PARTITIONS SHALL HAVE 2 TOP PLATES - STAGGER SPLICES 4'-0" MIN. SPLICES SHALL BE CENTERED OVER TOP OF STUDS. STUDS SHALL ALIGN WITH JOISTS AND RAFTERS ABOVE AND BELOW
- PROVIDE 2X FIRESTOP BLOCKING AS REQUIRED BY CODE THROUGHOUT.
- HOLES BORED OR CUT INTO JOISTS SHALL NOT OCCUR WITHIN 2" OF TOP OR BOTTOM OF JOISTS OR IN CENTER ONE THIRD OF JOIST SPAN AND THE DIAMETER OF HOLES SHALL NOT EXCEED ONE THIRD OF THE DEPTH OF THE JOIST. NOTCHES SHALL NOT OCCUR IN TENSION SIDE OF JOIST. NOTCHES IN COMPRESSION SIDE OF JOISTS SHALL NOT OCCUR IN THE CENTER ONE THIRD OF THE SPAN AND SHALL NOT EXCEED ONE SIXTH OF THE DEPTH OF THE JOIST.
- WHERE THE INSTALLATION OF PLUMBING, HEATING, OR OTHER PIPES NECESSITATES THE CUTTING OF TOP PLATES MORE THAN ONE HALF THEIR WIDTH A METAL TIE NOT LESS THAN 18 GAUGE AND 1 1/2" IN WIDTH SHALL BE FASTENED TO THE PLATE ACROSS AND TO EACH SIDE OF THE OPENING WITH NOT LESS THAN (4) 16 PENNY NAILS
- THE DIAMETER OF HOLES BORED IN BEARING WALL STUDS SHALL NOT EXCEED ONE THIRD THE WIDTH OF THE STUD. WHERE STUDS ARE CUT OR BORED IN EXCESS OF ONE THIRD THE WIDTH OF THE STUD IT SHALL BE REINFORCED TO BE EQUAL IN LOAD CARRYING CAPACITY TO A STUD NOTCHED NOT MORE THAN ONE THIRD ITS DEPTH.
- OPENING WIDTH WOOD SIZE BEARING
 

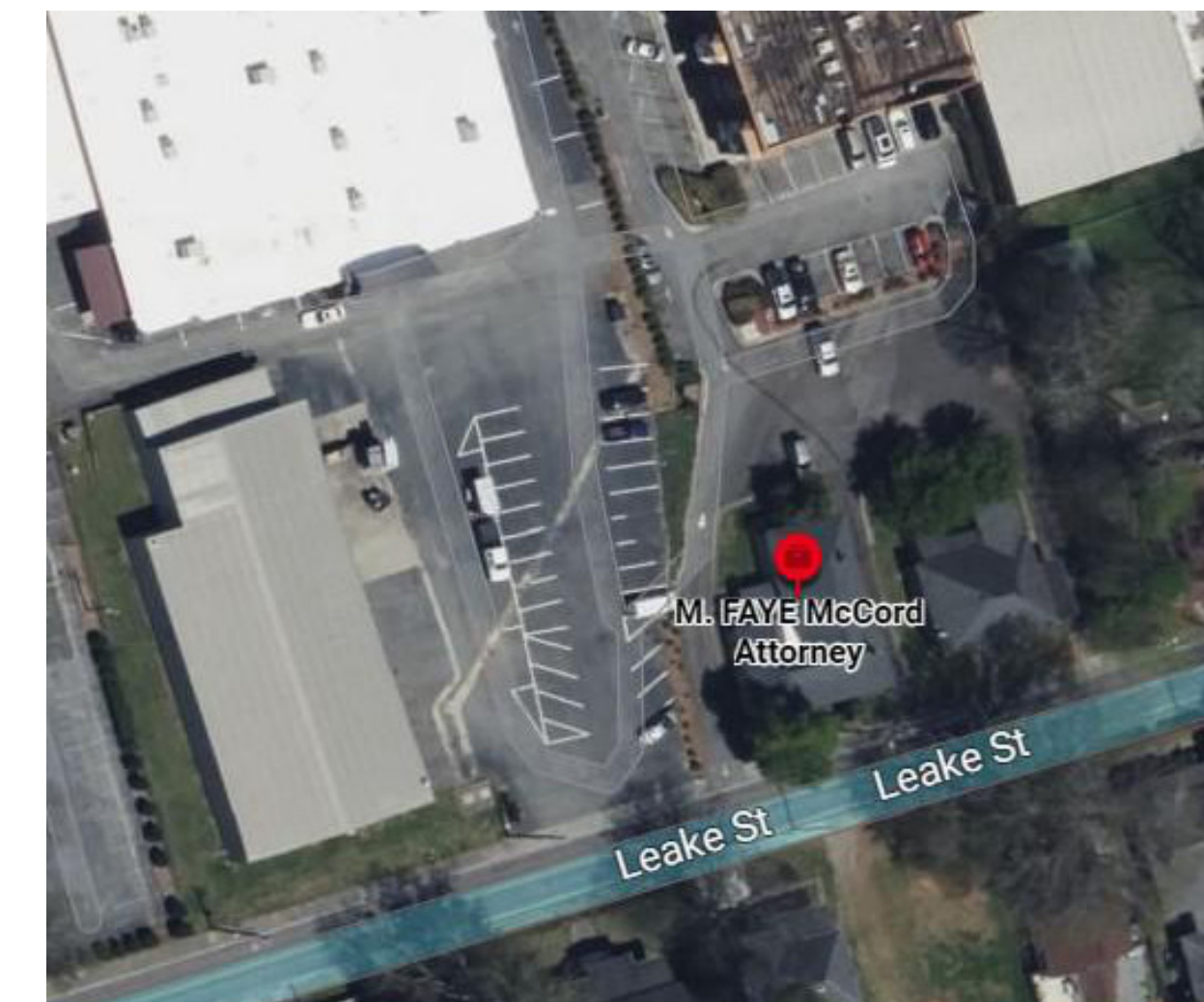
0 TO 3'-0"	2-2X8	6"
5'-1" TO 6'-0"	2-2X10	10"
3'-1" TO 5'-0"	2-2X8	8"
6'-1" TO 7'-0"	2-2X12	12"

THESE DRAWINGS ARE COPYRIGHTED AND SUBJECT TO COPYRIGHT AS IN "ARCHITECTURAL WORK" UNDER SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED DECEMBER 1990 AND KNOWN AS ARCHITECTURAL WORKS COPYRIGHT OF 1990. THE PROTECTION INCLUDES BUT IS NOT LIMITED TO THE OVERALL FORM AS WELL AS THE ARRANGEMENT AND COMPOSITION OF SPACES AND ELEMENTS OF THE DESIGN. UNDER SUCH PROTECTION, UNAUTHORIZED USE OF THESE PLANS, WORK OR HOME REPRESENTATION OF CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY COMPENSATION TO CHRISTIAN CROOKLESS, RA, NCARB

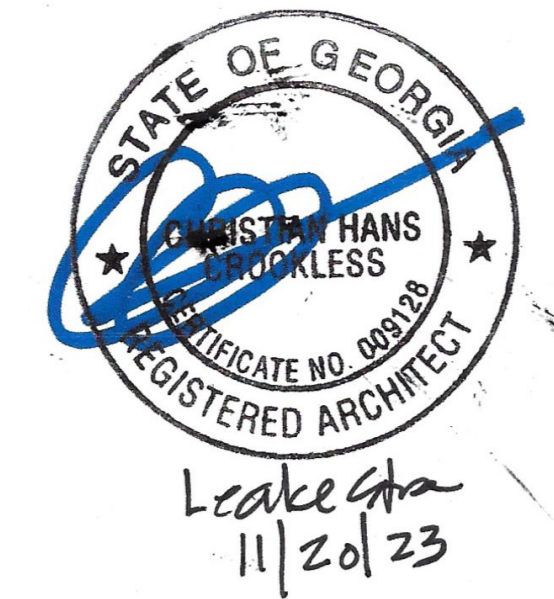
GENERAL NOTES:  
 OCCUPANCY TYPE: Business /Single Family Residential  
 NO. OF STORIES: One  
 CONSTRUCTION TYPE: VB Non Sprinklered

SCOPE OF WORK:  
 Conversion of an Existing Law Office into New Office Space / Residential Unit

SO. FT. DATA  
 1441 sf Office  
 659 sf Residential Unit  
 2100 sf Total



SITE PLAN M. Faye McCord is Previous Owner



- ALL MEANS AND METHODS OF CONSTRUCTION SHALL CONFORM TO CODES, LAWS, AND REGULATIONS OF THE AUTHORITY HAVING JURISDICTION, INCLUDING BUT NOT LIMITED TO FLUES, CHIMNEY, FIREPLACE, SMOKE DETECTOR, MASONRY, WOOD CONSTRUCTION, ROOFING, PLUMBING, ELECTRICAL WIRING, EXHAUST FANS, VENTING, MECHANICAL EQUIPMENT, AND DUCTWORK, ETC., AND SUCH CODES, LAWS, AND REGULATIONS SHALL GOVERN OVER ANY CONFLICTING INFORMATION INDICATED ON THE CONSTRUCTION DOCUMENTS.
- THE DESIGNER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR SAFETY PRECAUTIONS IN CONNECTION WITH THE WORK, FOR ACTS OR OMISSIONS OF THE CONTRACTORS, SUBCONTRACTORS, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK OR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND / OR IN ACCORDANCE WITH LOCAL CODES, RESTRICTIONS, AND REQUIREMENTS.
- EACH NOTE ON ANY PAGE SHALL BE CONSIDERED AS ONE AND CONSISTENT FOR ALL PAGES.
- ALL PLAN DIMENSIONS ARE TO FACE OF FINISH PARTITIONS UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS GOVERN OVER SCALE.
- CONTRACTOR TO CHECK AND VERIFY ALL CONDITIONS AND DIMENSIONS IN FIELD PRIOR TO CONSTRUCTION - NOTIFY DESIGNER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION

- THE CONTRACTOR SHALL VERIFY ALL OPENINGS BELOW LINTELS INDICATED ARE ADEQUATE TO ACCEPT DOOR FRAMES, LOUVERS ETC. ARE SHOWN ON THE ARCHITECTURAL AND MECHANICAL DRAWINGS. NOTIFY THE ARCHITECT AND STRUCTURAL ENGINEER OF ANY DISCREPANCIES PRIOR TO LINTEL INSTALLATION.
- NO OPENINGS SHALL BE PLACED ABOVE ANY LINTEL WITHIN A HEIGHT LESS THAN OR EQUAL TO THE WIDTH OF THE CLEAR OPENING BELOW THE LINTEL, UNLESS SPECIFICALLY SHOWN OR APPROVED BY THE STRUCTURAL ENGINEER.

FINISHES:

- ALL INTERIOR WALLS AND CEILINGS TO BE 5/8" THICK GYPSUM WALLBOARD EXCEPT AS OTHERWISE NOTED.
- SHOWER AND TUB WALLS ARE TO BE CERAMIC TILE ON CEMENTINOUS TILE BACKER BOARD.
- INTERIOR TRIM AND MOLDINGS INCLUDING BASE, CASINGS, CROWN, CHAIRRAIL, ETC. SHALL BE AS DETAILED AND/OR AS SELECTED BY OWNER

INSULATION:

- INSULATION IN EXTERIOR WALLS, FLOORS, OR CEILINGS SHALL BE PAPER BACKED BLANKET OR ROLL TYPE FIBERGLASS WITH VAPOR BARRIER.
- INSULATION IN EXT. WOOD FRAME WALLS TO BE R-13 NOM. 3 5/8" AT 2X4 WALLS AND R-19 5 1/2" AT 2X6 WALLS
- INSULATION IN FLAT CEILINGS ADJACENT TO ATTIC SPACES TO BE NOM. 10" (R-30)
- PROVIDE R-13 INSULATION W/ FOIL VAPOR BARRIER AT CONC. FOUNDATION WALLS
- NEW DOORS AND WINDOWS ARE REED TO HAVE AN R-2.8 RATING MIN.

DRAINAGE OF FOOTINGS:

- SLOPE DRAIN TILE AS REQUIRED TO DRAIN TO STORM SEWER OR OUTFALL.

REINFORCING:

- REINFORCING STEEL SHALL BE HIGH STRENGTH NEW BILLET STEEL CONFORMING TO ASTM A615 -95C, GRADE 60 (60,000 PSI).
- WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A - 185.
- ALL REINFORCING SHALL BE DETAILED FABRICATED AND PLACED IN ACCORDANCE WITH THE ACI'S "MANUAL OF STANDARD PRACTICE FOR DETAILING CONCRETE STRUCTURES" (ACI - 315).
- DETAILS OF REINFORCEMENT SHALL CONFORM TO ACI 318 - 95, ACI 315 - 74 AND CRSI STANDARDS.
- ALL REINFORCING STEEL MARKED "CONTINUOUS" SHALL BE LAPPED 36 BAR DIAMETERS ST SPLICED AND AROUND CORNER OR INTERSECTION WITH A STANDARD 90 DEGREE BEND ON CORNER BARS.
- LAP WELDED WIRE MESH ONE FULL MESH AT SIDE AND END LAPS.
- SLABS ON GRADE SHALL BE 4" THK. CONCRETE AND REINFORCED WITH 6"X6" W1.4XW1.4 WWF LAP MESH 8" IN EACH DIRECTION. PLACE CONCRETE OVER 4 MIL. POLYETHYLENE VAPOR BARRIER AND 4" MINIMUM OF COARSE AGGREGATE OR AS RECOMMENDED BY SOILS ENGINEER. THE AGGREGATE LAYER SHALL BE PLACED OVER FIRM NATURAL SUB GRADE OR ON COMPACTED OR AND CONTROLLED FILL. FILL UNDER SLABS SHALL BE COMPACTED IN 8" LAYERS TO 95% MAXIMUM DENSITY. USE AIR ENTRAINED CONCRETE AT ALL EXTERIOR SLABS. FOUR SLABS IN ALTERNATE PANELS WITH MAXIMUM OF 600 SQUARE FEET AND PROVIDE CONTROL & CONSTRUCTION JOINTS AT 30'-0" MAXIMUM OR AS REQUIRED TO PREVENT UNCONTROLLED CRACKING.

MATERIAL SCHEDULE:

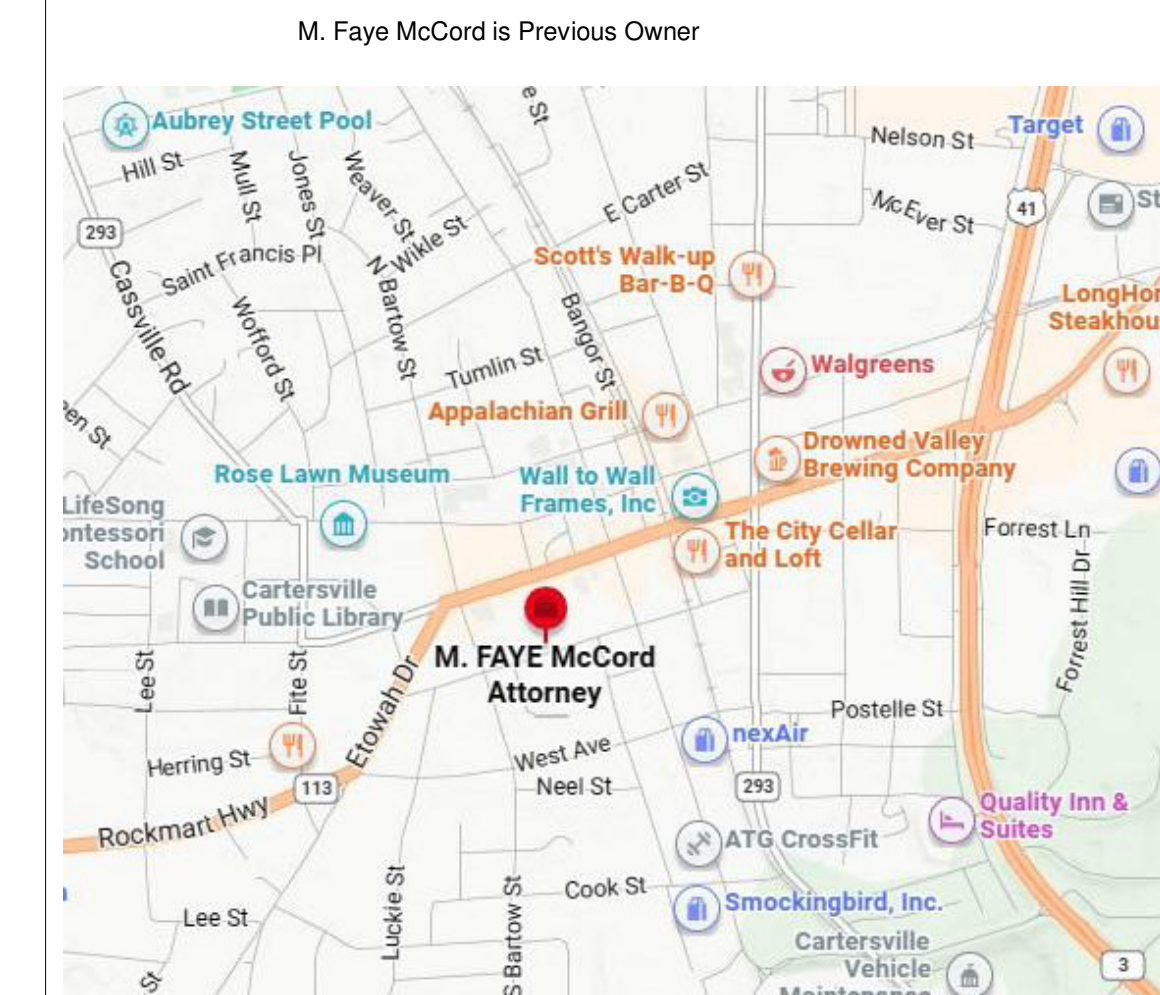
	BRICK		FINISHED WOOD
	CONCRETE BLOCK		PLYWOOD or PARTICLE BOARD
	SOLID CONCRETE BLOCK OR FILLED BLOCK		GLASS
	CONCRETE		EXPANSION JOINT MATERIAL
	GRAVEL or CRUSHED STONE		BATT INSULATION
	STEEL		RIGID INSULATION or ROOF PLANK
	COMPOSITION TILE		GYPSUM BOARD or GYPSUM DECK
	ROUGH WOOD CONTINUOUS		EARTH

SYMBOLS:

	NORTH ARROW		KEYED NOTE
	WALL SECTION		PARTITION TYPE
	ELEVATION		EXISTING CONSTRUCTION
	DETAIL		NEW CONSTRUCTION
	ENLARGED DETAIL		DEMOLITION
	WINDOW SYMBOL		COLUMN CENTERLINE
	DOOR SYMBOL		ELEVATION
	100 BEDROOM		ROOM NUMBER & TITLE
	9'-6" AFF		CEILING HEIGHT

ABBREVIATIONS:

A.C. ADD. A.F.F. ALT. ALUM. & ANG. APPROX. ARCH. @ A.T. BD. BLDG. BLK. BLKG. BOT. BRG. BSMT. B.U. CB. CEM.	AIR CONDITIONING ADDITION ABOVE FINISHED FLOOR ALTERNATE ALUMINUM & ANGLE APPROXIMATELY ARCHITECTURAL/ARCHITECT AT ACOUSTICAL TILE BOARD BUILDING BLOCK BLOCKING BOTTOM BEARING BASEMENT BUILT UP CHALKBOARD CEMENT	C.I. C.J. & CLG. CLOS. or CL. CMU. C.O. COL. CONC. CONSTR. COORD. CORR. CONT. C.T. CTSK. C.W.G. DBL. DET. D.F. DIA. OR O DIM. DN. DWS(S) EA E.F.	CAST IRON CONTROL JOINT CENTERLINE CEILING CLOSET CONCRETE MASONRY UNIT CLEAN OUT COLUMN CONCRETE CONSTRUCTION COORDINATE or COORDINATION CORRIGATED or CORRIDOR CONTINUOUS CERAMIC TILE COUNTERSINK CLEAR WIRE GLASS DOUBLE DETAIL DRINKING FOUNTAIN DIAMETER DOWN DRAWING(S) EACH EXHAUST FAN	E.I.F.S. Eq. E.J. ELEC. ELEV. EQ. EQUIP. EXH. EXIST. EXP. F.D. FDN. F.H. FIN. FIXT. FL. FLUOR. FTG. GA. GALV. GL. GR. G.W.B.	EXTERIOR INSULATION & FINISH SYSTEM FOR EXAMPLE EXPANSION JOINT ELECTRICAL ELEVATION or ELEVATOR EQUAL EQUIPMENT EXHAUST EXIST. EXPANSION or EXPOSED FLOOR DRAIN FOUNDATION FIRE HYDRANT FINISH FITURE FLOR. FLUORESCENT FEET or FOOT FOOTING GAUGE GALVANIZED GLASS GRADE MEZZ MFG(R) MH.	GYP. H.B. HD. HT. HM. HR. H.P. I.D. IN. INSUL. INSULATION JAN. or J.C. JT. LAM. L.P. MAX. MATL. M.C. MECH. MEMB. MET. or MTL. MIN. MEZZ MFG(R) MH.	GYPSUM HOSE BIBB HEAD HEIGHT HOLLOW METAL HORIZONTAL HOUR HIGH POINT INSIDE DIAMETER INCH INSULATION JANITOR CLOSET JOINT LAMINATE LOW POINT MAXIMUM MATERIAL MEDICINE CABINET MECHANICAL MEMBRANE METAL MINIMUM MEZZANINE MANUFACTURE(R) MANHOLE	MIN. MISC. M.O. M.T. M.C. NO. N.T.S. O.C. O.D. OFF. OVHD. OPNG. PART. PLYWD. RISER or RADIUS R.D. REINF. RECD	MINIMUM MISCELLANEOUS MASONRY OPENING METAL THRESHOLD NUMBER NOT TO SCALE ON CENTER OUTSIDE DIAMETER OFF OVERHEAD OPENING PARTITION PLYWOOD RISER or RADIUS PREFAB. PREFIN. P.T.D. PTD. Q.T. R. R.D. REINF. REINFORCEMENT) or REINFORCING REQUIRED	RAIL. RM. RND. R.O. S.C. SCH. SEAL SECT. SIM. SOH. SPEC. SQ. or I. SS. STD. STL. STOR. STRUCT. TEL. T.P.H. T&G THK. TYP. U.N.O.	RAILING ROOM ROUND ROUGH OPENING SOLID CORE SCHEDULE SEALANT SECTION SIMILAR SIMILAR OPPOSITE HAND SIDE SPECIFICATIONS SQUARE STAINLESS STEEL STANDARD STEEL STORAGE STRUCTURE or STRUCTURAL TELEPHONE TOILET PAPER HOLDER TONGUE & GROOVE TYPICAL UNLESS NOTED OTHERWISE	VERT. V.C.T. V.I.F. W. W/O WD. WIND. W.M.A.S. W.P. W.W.M. YD. Y.C.	VERTICAL VINYL COMPOSITION TILE VERIFY IN FIELD WIDTH WITHOUT WOOD WINDOW WALL MOUNTED ADJUSTABLE SHELVES WEATHERPROOF or WATERPROOF WELDED WIRE MESH YARD WATER CLOSET or WALL COVERING
--	---	--	--	--	--	--	---	--	--	---	--	---	--



LOCATION MAP 123 Leake Street NTS

NO.	REVISIONS DESCRIPTION	DATE	PROJECT #	23059
1			DATE:	11/17/2023
2			PERMIT ISSUE:	
3			DRAWN BY:	C.C.
4			SHEET #	CS



Christian H. Crookless, RA, NCARB

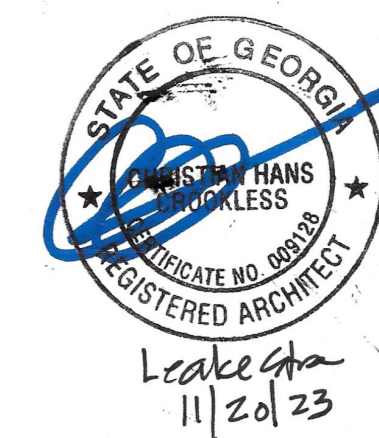
3613 Hampstead Lane, Northeast

Roswell, Georgia 30075

678.662.3904 | www.crookless@gmail.com



Graphite Construction Company  
162 W. Main Street, Suite 307  
Cartersville, Georgia 30120  
Phone 770.334.2774



Issue record

Date	Issuance

Leake Street Law  
Office / Residence  
123 Leake Street  
Cartersville, Georgia 30120

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Job Number: 23059 Date: 11/17/2023

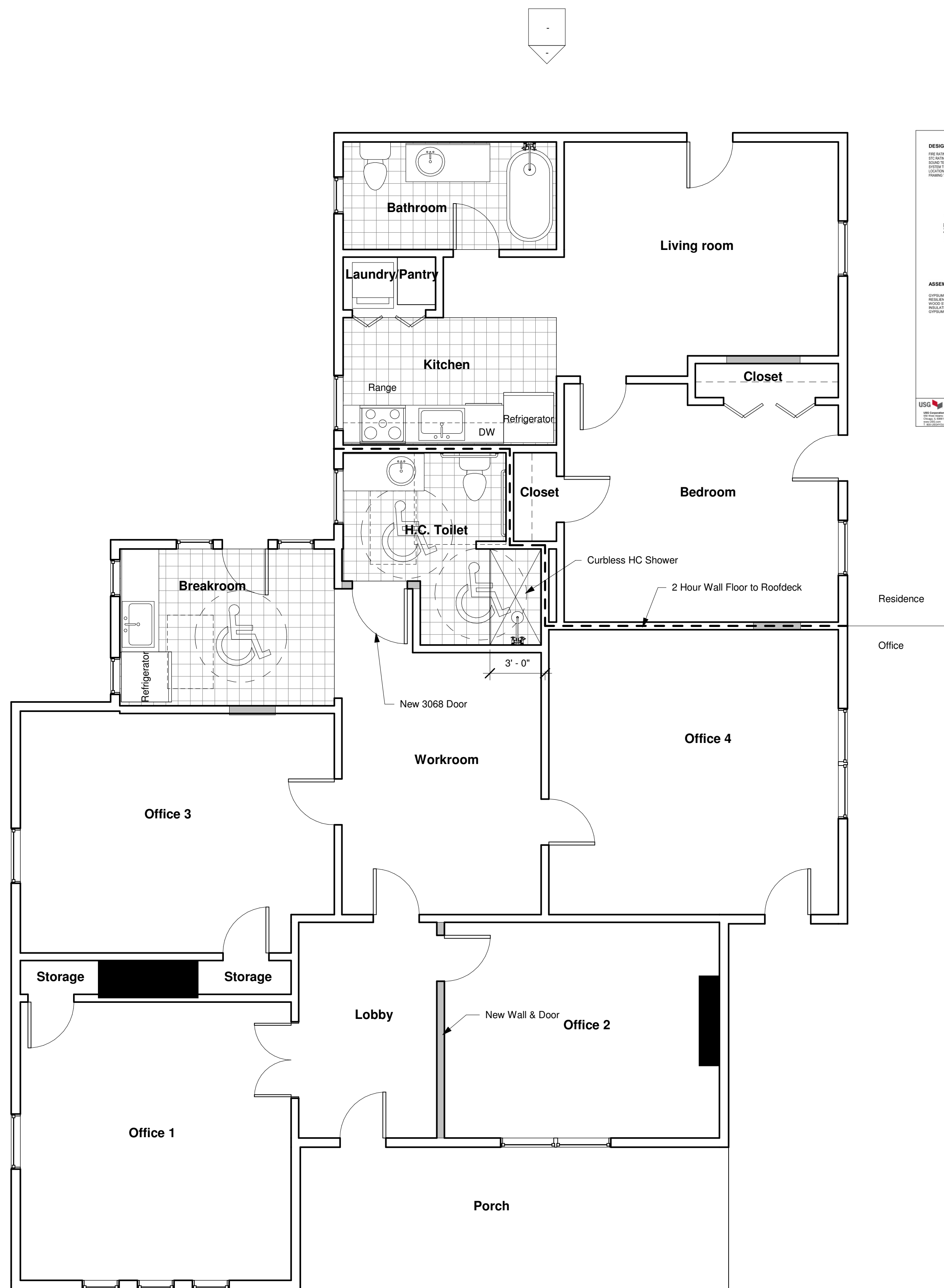
Drawn by: CHC Checked by: CHC

Sheet description

Proposed New Ground Floor Plan

Sheet Number

A102



DESIGN NO. UL U301

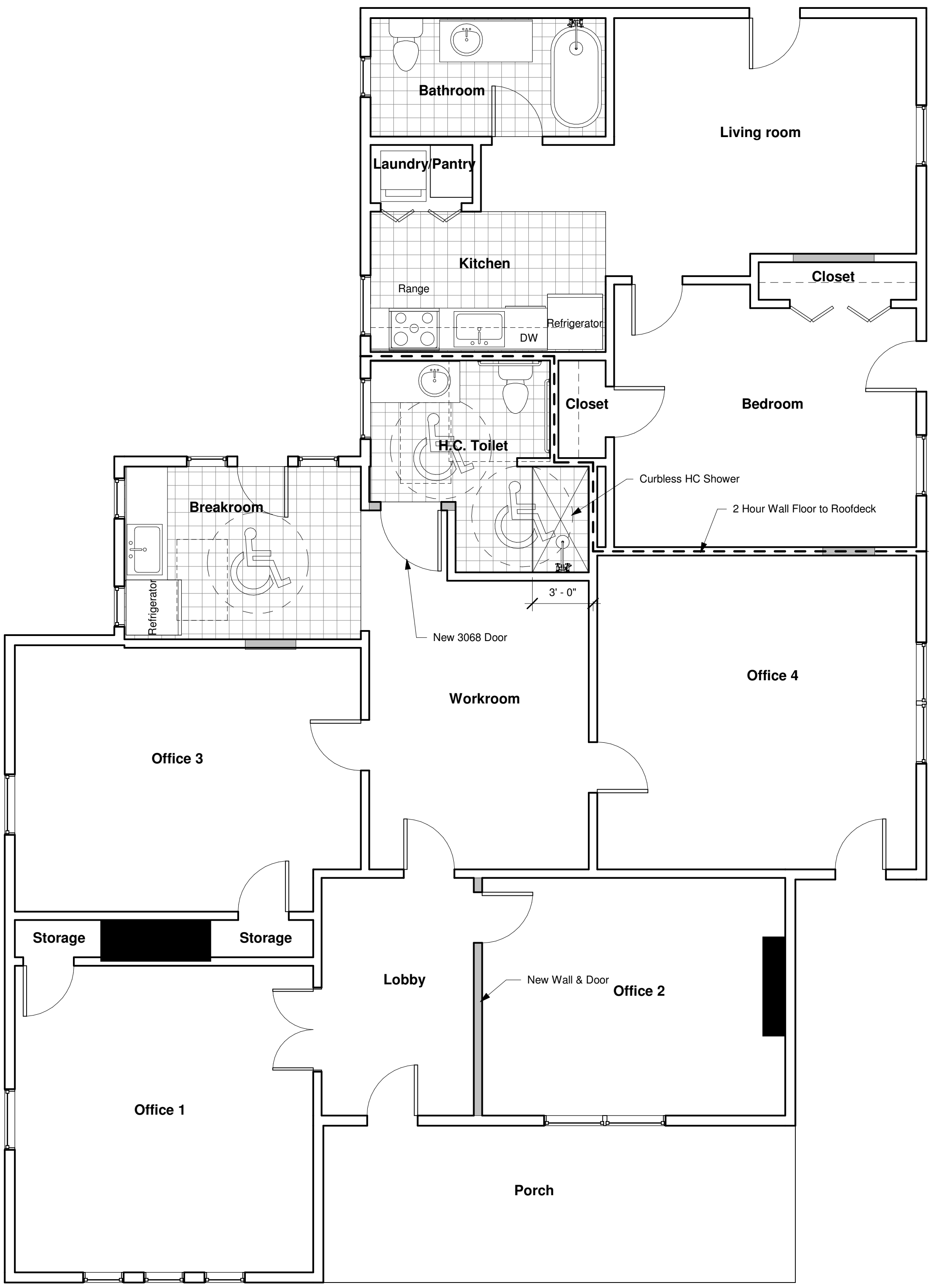
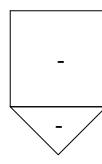
DESIGNER: CHC  
DATE: 11/17/23  
PROJECT: LEAKE STREET LAW OFFICE / RESIDENCE  
LOCATION: 123 LEAKE STREET, CARTERSVILLE, GA 30120

ASSEMBLY REQUIREMENTS:  
 1. DOOR: 1 1/2\"/>

UL U301

W-P-2-07

1 Proposed New Ground Floor Plan  
1/4" = 1'-0"



**DESIGN NO.** UL U301

**FIRE RATING:** 2 1/2

**STS RATING:** 90

**SOUND TEST:** US

**SYSTEM THICKNESS:** 8 1/2

**LOCATION:** INT

**FRAMING TYPE:** WT

**ASSEMBLY REQUIREMENTS:**

GYPSUM PANELS:	TY
RESILIENT CHANNEL:	TY
WOOD STUDS:	2"
INSULATION:	5"
GYPSUM PANELS:	TY

**USG CGC**

USG Corporation  
500 West Adams Street  
Chicago, IL 60601  
www.usg.com  
800-452-4525

Residence

Office



Dec 21, 2023 at 11:56:51  
123 Leake St  
Cartersville GA 30120  
United States



Dec 21, 2023 at 11:57:51  
123 Leake St  
Cartersville GA 30120  
United States







Cartersville, Georgia

123 Leake St. Rear Parking Area

//



Google Street View  
Oct 2023 See more dates

Image capture: Oct 2023 © 2024 Google





Cartersville, Georgia

123 Leake St. Rear Parking Area



Google Street View

Oct 2023

See more dates

Image capture: Oct 2023 © 2024 Google



Updated 2/21/24







## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Text Amendment
<b>DEPARTMENT NAME:</b>	Planning and Development
<b>AGENDA ITEM TITLE:</b>	ZMA24-01. Annual Zoning Map Amendment
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>This is the annual adoption of the official zoning map of the City of Cartersville. It includes the annexation and zoning actions approved by City Council in the last 12 months. The last zoning map adoption was July 6, 2023.</p> <p>See memo for list of amendments.</p> <p>Staff recommends approval.</p> <p>Planning Commission recommended approval.</p>
<b>LEGAL:</b>	N/A

# MEMO

To: Planning Commission, Mayor & Council, City attorney  
 From: Randy Mannino and David Hardegree  
 Date: January 25, 2024  
 Re: Zoning Map Amendment ZMA24-01 Revised 3-1-24

This is the annual adoption of the official zoning map of the City of Cartersville. It includes the annexation and zoning actions approved by City Council in the last 12 months. Map corrections are also included and explained below. The last zoning map adoption was July 6, 2023.

**Zoning Update Summary**

AZ23-01	226 E. Felton Rd	Annex/ R-20	Acreage: 0.46
AZ23-02	Allatoona Dam Rd	Annex./ P-I	Acreage: 158+/-
Z23-01	405B Old Mill Rd	G-C to L-I	Acreage: 0.86
Z23-02	8 Mimosa Terrace	R-15 to G-C*	Acreage: 0.63
Z23-03	Bates Rd/ Old Alabama (Switch)	P-D to T*	Acreage: 1947 +/-
Z23-04	1001 N. Tennessee St. & 8 and 10 Mimosa Lane	M-U to RSL	Acreage: 3.5 +/-

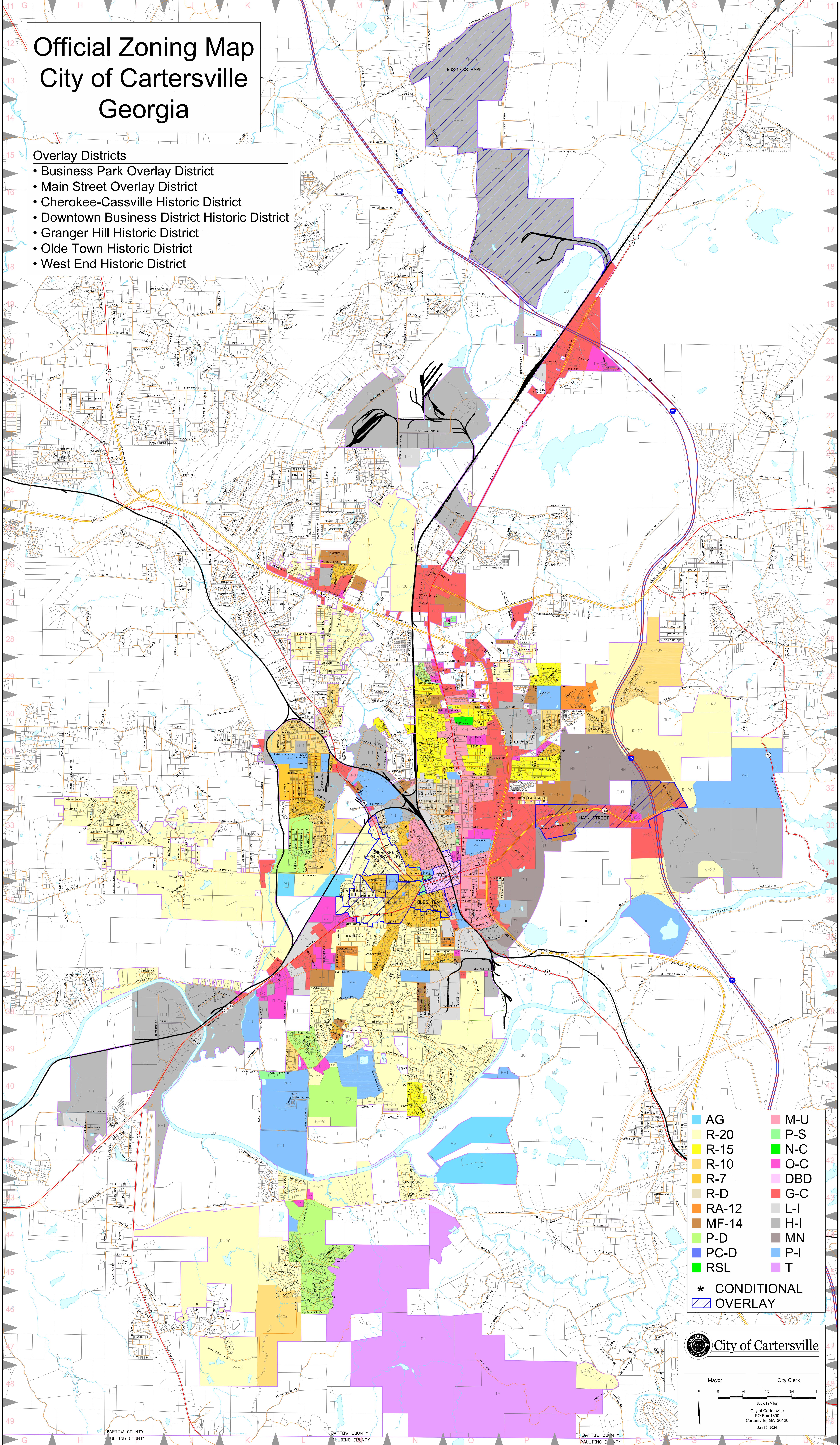
**Zoning District Parcel Corrections or City Initiated Amendments:**

Street number	Street name	current zoning	Proposed zoning	Notes
51	Carter Grove Blvd	P-D*	P-I	Change zoning for Fire Station #5. Acreage: 8.38
468 & 500	Bates Rd	P-D*	R-20	Change P-D zoning to R-20 to remove Carter Grove P-D requirements.
332	N Erwin St. (C013-0001-009)	L-I	H-I	This is to correct 2003 error identified 7-28-23.
640	N. Tennessee St.	M-U*	P-I	Change zoning for Parks and Rec development. Acreage 5.874.

# Official Zoning Map City of Cartersville Georgia

## Overlay Districts

- Business Park Overlay District
- Main Street Overlay District
- Cherokee-Cassville Historic District
- Downtown Business District Historic District
- Granger Hill Historic District
- Olde Town Historic District
- West End Historic District



AG	M-U
R-20	P-S
R-15	N-C
R-10	O-C
R-7	DBD
R-D	G-C
RA-12	L-I
MF-14	H-I
P-D	MN
PC-D	P-I
RSL	T
* CONDITIONAL OVERLAY	

**City of Cartersville**

Mayor \_\_\_\_\_ City Clerk \_\_\_\_\_

Scale in Miles  
0 1/4 1/2 3/4 1

City of Cartersville  
PO Box 1300  
Cartersville, GA 30120  
Jan 30, 2024

Meeting: March 21, 2024 Item 7.

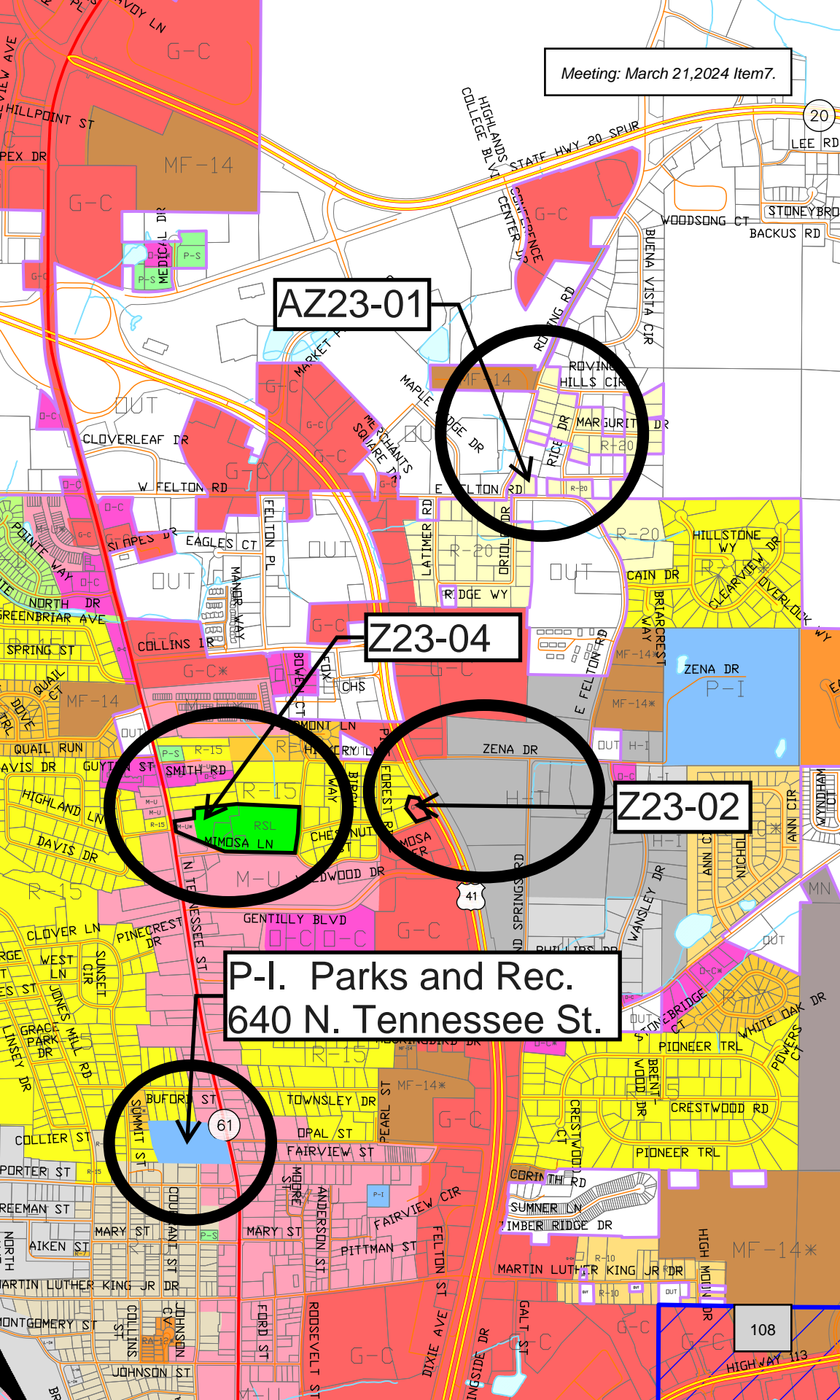
AZ23-01

Z23-04

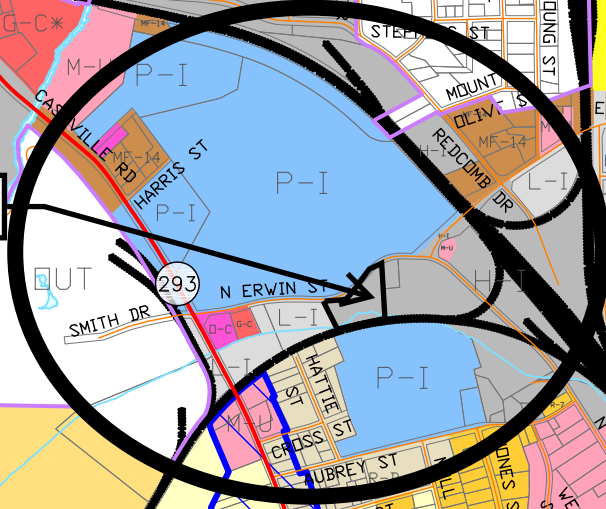
Z23-02

P-I. Parks and Rec.  
640 N. Tennessee St.

108



332 N. Erwin St.



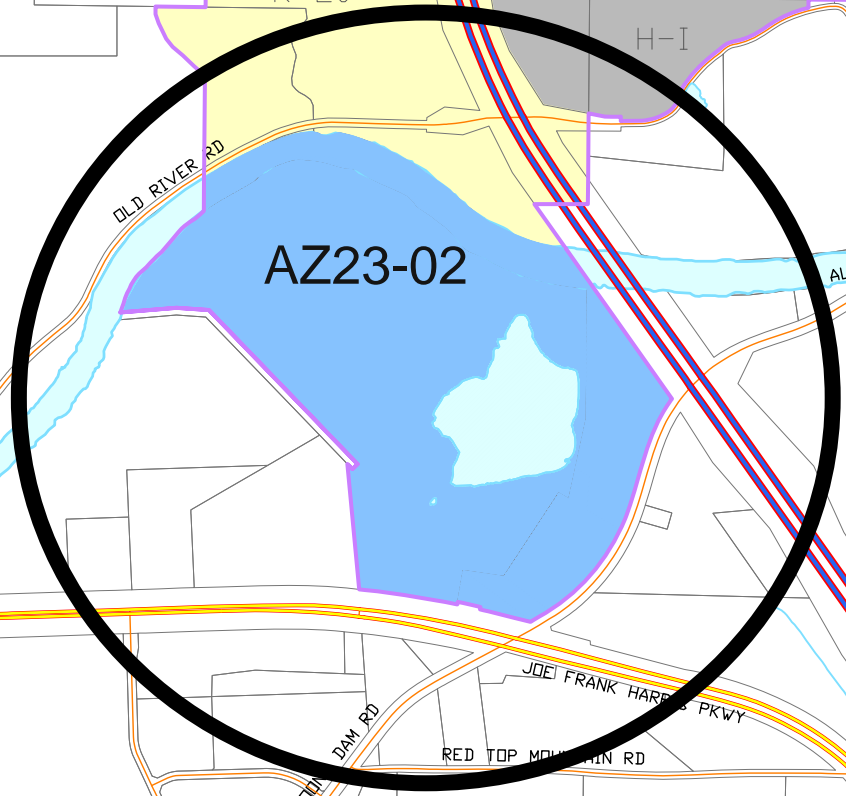
CHEROKEE  
CASSVILLE

GRANGER  
HILL

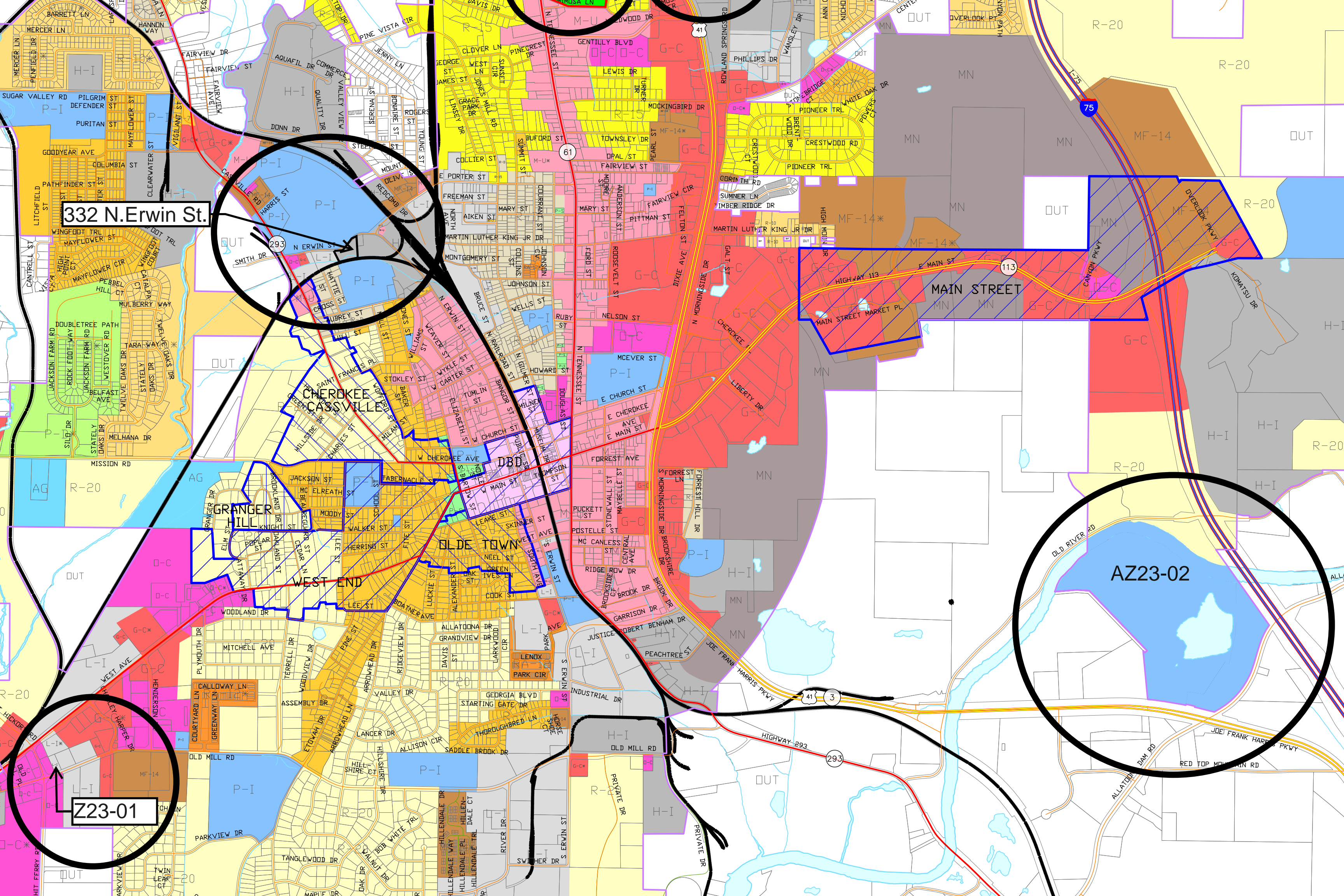
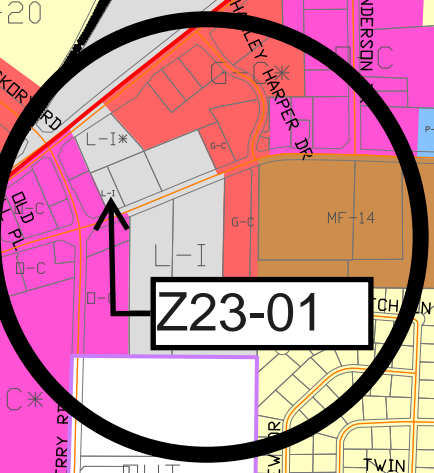
OLDE TOWN

WEST END

AZ23-02



Z23-01

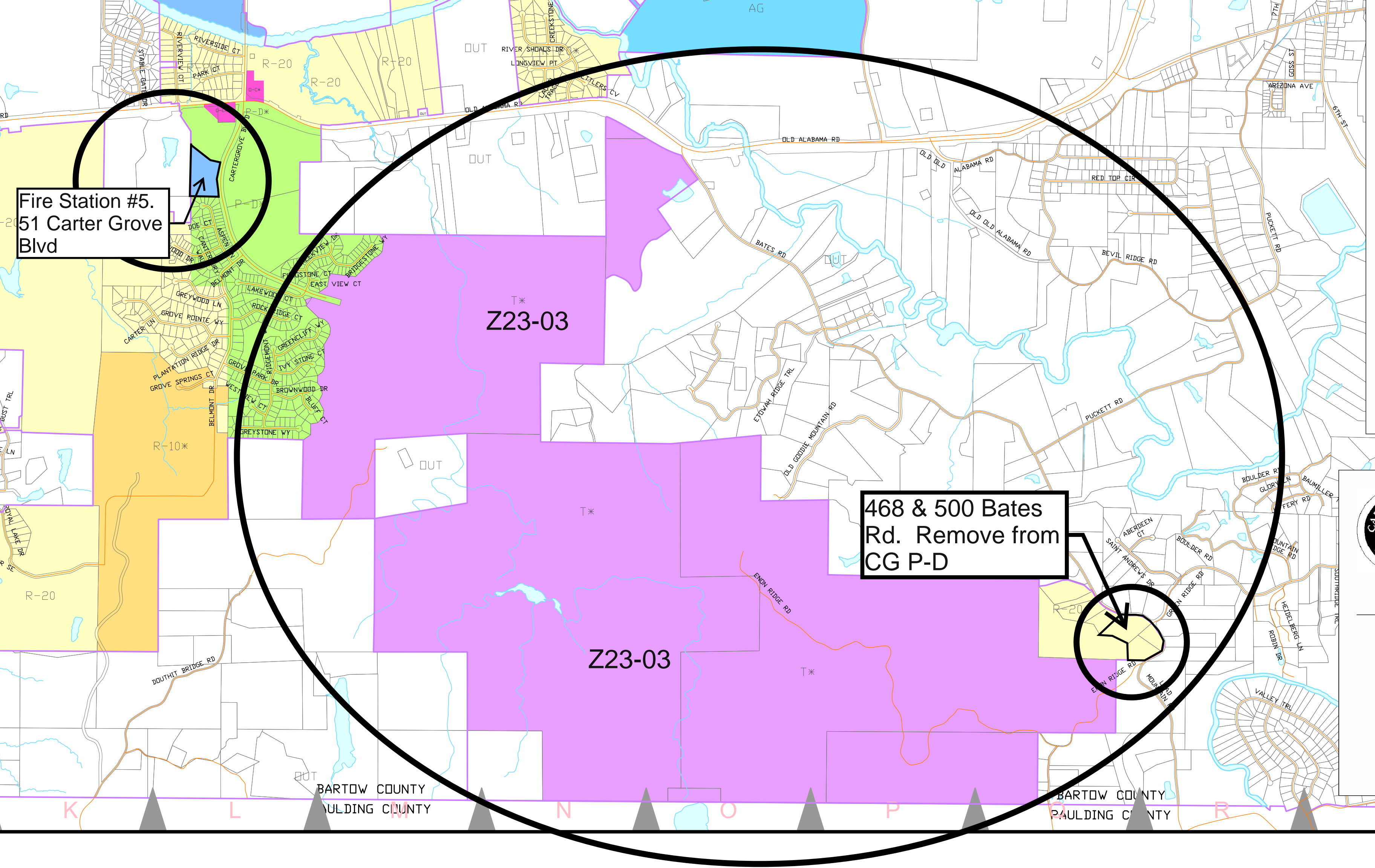


Fire Station #5.  
51 Carter Grove  
Blvd

468 & 500 Bates  
Rd. Remove from  
CG P-D

T\*  
Z23-03

Z23-03



BARTOW COUNTY  
BUILDING COUNTY

BARTOW COUNTY  
PAULDING COUNTY

K L M N O P R



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Administrative
<b>AGENDA ITEM TITLE:</b>	Sec. 2-1 Corporate Seal
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This Ordinance Revision modifies the language describing the appearance of the city's corporate seal to match the design of the seal in our new city branding system.
<b>LEGAL:</b>	N/A

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

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 2 – ADMINISTRATION. ARTICLE I – IN GENERAL. SEC. 2.1. – CORPORATE SEAL, is hereby deleted in its entirety and replaced as follows as follows:

1.

Sec. 2-1. Corporate seal.

- (a) The Corporate seal shall be a circular device with the inscription “Cartersville” spanning through the center. Positioned above “Cartersville” within the circle shall be the city's “C” branding icon, and below it, the inscription “Est. 1850.” Along the perimeter of the device, the words “City of” shall be inscribed at the top, and “Georgia” at the bottom, completing the perimeter of the seal.
- (b) The city clerk shall be the official custodian of the corporate seal, and shall keep it in a safe place, free from molestation.
- (c) The city clerk shall attest and affix the corporate seal to all orders of the council, all deeds, contracts, bonds, leases, notes, certificates of record, and such other instruments as the council may direct.

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

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Administrative Department
<b>AGENDA ITEM TITLE:</b>	Speeding Violations
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This Ordinance Revision imposes an additional fine to individuals exceeding the speed limit by twenty miles or greater per hour, by the Court for multiple violations within a five-year period.
<b>LEGAL:</b>	N/A

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

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the **CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 13 – MUNICIPAL COURT. SEC. 13.20. – SPEEDING VIOLATIONS,** is hereby deleted in its entirety and replaced as follows as follows:

1.

**Sec. 13-20. Speeding violations.**

- (a) In addition to the fines imposed by the city for speeding violations under Georgia law and city ordinances, an additional amount is to be imposed for individuals exceeding the speed limit by twenty (20) miles per hour or greater, by the court for multiple violations within a five (5) year period as follows:

1st offense:	None
2nd offense:	\$100.00
3rd offense:	\$250.00
4th offense or greater:	\$500.00

- (b) In the event that this additional amount causes the total fine to exceed the limits imposed by the State of Georgia, then the amount over said limit shall not be assessed.

2.

This ordinance shall be effective as of March 22, 2024.

3.

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

**BE IT AND IT IS HEREBY ORDAINED**

FIRST READING: March 7, 2024  
 SECOND READING: March 21, 2024

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Gas Rate Ordinance Amendment-Sec. 24-231
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	In reviewing our interruptible gas rates, we noticed that the PGC III rate rider adjustment of 4% was not consistent with the PGC I and PGC II rate rider adjustments of 7%. Therefore, I am recommending to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGCs, to increase capital improvement charges which helps to fund our gas infrastructure from \$0.228 to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in these ordinances.
<b>LEGAL:</b>	Approved by the City Attorney

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

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

1.

**Sec. 24-231. Generally.**

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

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

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

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

- (e) *Service establishment charges.*
- (1) The charge for establishing an account for gas service to a customer at a particular location shall be based upon cost of equipment and installation expenses, unless otherwise provided in a written contract between the customer and the city.
  - (2) The above charges do not apply to restorations of service subject to reconnection charges if there is an existing meter set at the premises, nor to temporary service to a builder, contractor or developer prior to occupancy of the premises, nor to a rental unit subject to a contract with the landlord providing that gas service shall continue during periods when the unit is not occupied by a tenant and that the landlord shall be responsible for the payment of bills for gas service until an account is established in the name of a new tenant.
- (f) *Payment.* Bills are due when rendered at the net rate shown herein and shall be paid in full at the address designated in the bill or invoice to the customer. A penalty of ten (10) percent shall be added to all bills that are not paid on the date due as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills. In addition, service may be discontinued at the city's discretion on any bill that is fifteen (15) days or more overdue.
- (g) City may supply gas from any standby or synthetic source, provided that the gas so supplied shall be reasonably equivalent on a BTU basis to the natural gas normally supplied hereunder.
- (h) A capital improvement charge shall be applied to all purchased gas costs. Rate Codes 40, 40A, 47, 47A, 41, 41A, 48, 48A, 42, 43, 50 and 51 shall be \$.0228/therm. Rate Codes 44, 45, 45A, 46, 49 and 52 shall be \$0.26/decatherm.
- (i) *Determination of therms or decatherms.*
- (1) For accounts billed in therms, the gas for any billing period, expressed in hundreds of cubic feet, shall be multiplied by the average BTU of the gas send-out as determined below and divided by one hundred thousand (100,000) in order to determine the number of therms consumed.
  - (2) For accounts billed in decatherms, the gas for any billing period, expressed in thousands of cubic feet, shall be multiplied by the average BTU of the gas sendout as determined below and divided by one million (1,000,000) in order to determine the number of decatherms consumed.
  - (3) The average BTU of the gas send-out for billing purposes shall be calculated for each calendar month from the weighted average BTU of natural gas delivered to city by the city's suppliers.
- (j) *Miscellaneous service fees.*
- (1) *Reconnect fees.* Gas service that has been cut off for non-payment will be reinstated upon payment of the delinquent bill, late charge and reconnection fees. Once service has been cut off, payment will have to be in cash, by cashier's check, or money order. After hours reconnection will be in cases of emergency only.  
Normal working hours \$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 \$50.00 from 8 am-5 pm and \$100.00 after 5 pm

Transfer fee \$50.00

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

Service charge \$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

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

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

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

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

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

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

*Council* means the City Council of Cartersville, Georgia.

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

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

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

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

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

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

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

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

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

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

*FERC* means the Federal Energy Regulatory Commission.

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

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

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



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

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

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

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

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

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

*PGC* means the purchased gas cost.

*PGCI* means an average cost calculated using the first of the month index from the publication *Inside FERC's Gas Market Report* for "Prices of Spot Gas Delivered to Pipelines," "Southern Natural Gas Co.," "Louisiana," "Index." and *Natural Gas Intelligence Gas Price Index* for "Spot Gas Prices," "Delivered to Pipelines," "30 Day Supply Transaction," "South Louisiana," "Southern Natural," "Contact Index"; or the actual gas cost whichever is greater, plus seven (7) percent, and plus a \$5.825/decatherm demand charge or the projected yearly demand charges based upon Southern and Transco's current monthly demand charges as billed during the calendar month of consumption divided by the prior calendar year's firm consumption, or whichever is greater, plus any applicable surcharges, a two (2) percent add-on for lost and unaccounted for gas and a capital improvements charge. In the event the city's actual annual demand charges paid Southern is more or less than collected from the city's firm customers no adjustments will be made.

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

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

*PGCIV* means a cost calculated using the first of the month index from the publication "Inside FERC" for SNG or Transco, as applicable, or the actual gas cost whichever is greater, plus any applicable third-party transportation or capacity charges, plus seven (7) percent, plus any

surcharges, plus a two (2) percent add-on for lost and unaccounted for gas and any contractual costs to provide natural gas volumes whether the volumes are delivered or not.

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

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

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

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

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

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

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

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

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

2.

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

BE IT AND IT IS HEREBY ORDAINED

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

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Gas Rate Ordinance Amendment-Sec. 24-233
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	For interruptible gas customers, I am recommending to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.
<b>LEGAL:</b>	Approved by the City Attorney

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

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-233. INDUSTRIAL INTERRUPTIBLE SERVICE. is hereby amended by deleting said section in its entirety and replacing it as follows:

## 1.

Sec. 24-233. Industrial interruptible service.

(a) *Availability of service under this rider.* To any regular natural gas customer on an interruptible basis for industrial purposes, but not residential or commercial purposes. A customer will qualify for this service if each of the following conditions is also met. However, the city reserves the right to refuse (a) to contract for firm use gas or (b) to make gas available where relationship between the average daily consumption and the maximum daily consumption indicates a forced or unusual usage on the maximum day in an attempt to qualify for the minimum daily consumption stated below.

- (1) The customer's daily delivery service requirements are one hundred (100) decatherms or more; provided, however, that city may, at its option, continue to provide industrial interruptible service to any customer receiving industrial interruptible service at the time of adoption of this rider.
- (2) The city has determined that the city has gas delivery capacity in excess of the then existing requirements of other customers and the city also has available to it from its suppliers at the delivery point nearest to the customer an adequate supply of natural gas to meet the customer's requirements.
- (3) The customer has contracted in writing the city for service under this rider on city's standard sales and transportation service agreement for a minimum period of twelve (12) months, which agreement shall, among other things, specify the daily delivery service requirements of the customer.
- (4) The customer has proven to the city's satisfaction the ability to interrupt gas consumption, when required by the city.

(b) *Presumed order of service.* Deliveries of gas to customers who purchase gas or delivery service from city on an interruptible basis in whole or in part under more than one (1) rate schedule shall be deemed to have been made in the following order:

- (1) For customers who receive service under any special discount program of the city, the first volume of gas delivered to the customer during the billing period up to the amount the customer has contracted to purchase under such rider shall be deemed to be delivered under such special discount program.
- (2) The remaining volumes of gas delivered to the customer shall be deemed to be interruptible deliveries under the interruptible rate schedule applicable to customer.

(c) *Rates.*

- (1) *Base rate.* The customer's base monthly bill, including any sales gas purchases not covered below, shall be determined by the applicable rate schedule.
- (2) *Authorized overrun gas.*
  - a. A customer whose service is curtailed under an interruptible schedule may request service from city under this rider.
  - b. Customer must request service from city under this rider on a day-by-day basis; however, city reserves the right to discontinue the furnishing of service under this rider by giving one (1) hour's notice.
  - c. When customer requests and is authorized service under this rider, by telephone or otherwise to city, such request will be recorded on city's records, and the volume of such service provided will be the amount shown by city's measuring equipment between the effective beginning of the curtailment period and the time of release of curtailment to customer under the interruptible schedule applicable to customer, less the volume of non-curtailed gas supplied during such period, if any. If not authorized hereunder, overrun gas shall be charged under the applicable provisions of the interruptible schedule under which the customer is receiving service.
  - d. Gas sold under this rider will be shown separately on city's invoice.
1. *Surcharge.* The charge for all decatherms purchased under this rider, in addition to the rates and charges otherwise payable under the interruptible schedule applicable to the customer is as follows:

Per decatherm \$3.00

2. *Billing for surcharge.* The surcharge applicable to gas purchased under this rider shall be payable at the same time and under the same conditions as the rates and charges for volumes provided in the interruptible schedule applicable to the customer.
- (3) *Unauthorized consumption of gas.* In the event the customer fails to comply with any curtailment order of city reducing either the customer's hourly or daily use of gas or takes gas in excess of the maximum amount specified in customer's contract with city without prior permission of city, city may elect in its sole discretion any or all of the following options:
  - a. To discontinue completely all deliveries to the customer during the day customer fails to comply with such curtailment order; or
  - b. To require customer to pay city a charge of two (2) times Southern and or Transco's natural gas penalty charge per decatherm for all unauthorized gas taken, in addition to the regular charge for such gas.
- (4) *Capital improvements.* A charge of \$0.26/decatherm shall be applied to all volumes for capital improvements.
- (d) *Character of service.*

- (1) All gas delivered under this rate schedule shall be subject to curtailment in whole or in part only after city has used reasonable efforts to give at least two (2) hours notice to customer by telephone or otherwise, except in force majeure or emergency conditions. City may curtail customers served under this rate schedule in such order and each customer to such extent as city deems necessary for the proper operation of its distribution system. Subject to the foregoing, curtailment by city hereunder shall be made pursuant to the load control provisions in effect from time to time. Upon notice of curtailment by city, the customer must promptly discontinue use of gas as provided in the curtailment notice.
- (2) It is contemplated that all gas received into city's system will be gas delivered out of a commingled stream from the pipeline system of Southern Natural Gas and Williams Transco. The service contemplated hereunder is of an industrial character and city does not guarantee the chemical composition or specific gravity of the gas delivered, nor does city guarantee such gas to be free from interruptions or fluctuations in delivery pressure or that the chemical composition or specific gravity of the gas delivered may not vary from time to time. There is no warranty, express or implied, as to the fitness of gas delivered pursuant to this schedule for use in the customer's operations.

(e) *Terms and provisions of service under this rider.*

- (1) Except as expressly modified by the provisions of this rider, all of the terms, provisions, and conditions of the interruptible schedule (as made effective by the council from time to time) applicable to customer shall also apply to service by city to customer under this rider.
- (2) Notwithstanding other curtailment provision applicable to gas furnished by city, all deliveries under this rider shall be subject to curtailment by city only in order to protect or maintain city's natural gas system, or by reason of event of force majeure as defined in the applicable rate schedule or contract. City will endeavor to give two (2) hours prior notice of curtailment and will endeavor to advise customers of impending curtailment with as much advance notice as possible.
- (3) Contracts for service shall be in writing and specify in writing the monthly and hourly rates of consumption and shall be for a minimum period of one (1) year.
- (4) The amount of:
  - a. any sales, gross receipts, franchise, excise, privilege, occupation or other tax or charge whether imposed by statute or otherwise that city pays to any governmental body, based on, or determined by, the sale of gas hereunder, and
  - b. any charge paid by city to any gas supplier as a result of any sales, excise, gross receipts, or other taxes, license fee, or governmental charges imposed upon such supplier, based on, or determined by, the production, severance, manufacture, transportation or sale of gas hereunder, shall be added to and become a part of the charges to the customer under this rate schedule; provided, however, if any additional payments are imposed upon the customer by reason of this clause, the customer may by thirty (30) days' notice in writing to city, cancel his contract for service under this rate schedule and discontinue the use of natural gas service under this rate schedule.

(5) When gas is delivered at a pressure in excess of 14.73 pounds per square inch absolute, then for the purpose of measurement hereunder, such volumes of gas shall be corrected to a pressure of 14.73 pounds per square inch absolute. It is assumed that the atmospheric pressure is 14.4 pounds per square inch. The measurement of gas volumes shall be adjusted for deviation from Boyle's Law in accordance with generally accepted engineering practices through positive displacement meters at a pressure not in excess of twenty (20) pounds per square inch gauge, at which the gas shall be assumed to obey Boyle's Law.

Where rotary or turbine type meters are used on installations where customer's annual usage is more than thirty thousand (30,000) decatherms, all volumes measured by such meters shall be corrected to a base temperature of sixty (60) degrees Fahrenheit.

(6) Gas purchased under this rate shall not be resold by the purchaser thereof in any manner, and city will discontinue service upon notice to the customer when it is determined that gas is being resold in violation of this provision of the rate schedule in the event the customer does not immediately discontinue such resale after such notice.

(7) In the event either the city or its suppliers is unable, wholly or in part, by reason of force majeure or as a result of a curtailment plan permitted to become effective by the regulatory body having jurisdiction, to carry out its obligations, it is agreed that on giving notice of such force majeure as soon as possible after the occurrence of the cause relied on, the obligations of city so far as they are affected by such force majeure or curtailment plan shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

(f) *Additional terms and provisions.* Service under this schedule is subject to applicable ordinances, terms and conditions of service and rules and regulations of city, as enacted or approved by the city council of the city from time to time, as well as all current and future riders and tariff provisions made applicable to service under this schedule.

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

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Gas Rate Ordinance Amendment-Sec. 24-224
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	For interruptible gas customers, I am recommending to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.
<b>LEGAL:</b>	Approved by the City Attorney



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

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-224. GAS SYSTEM MANUFACTURING RATE SCHEDULE – INTERRUPTIBLE MANUFACTURING. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

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

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

(b) *Code 44 - interruptible - small - manufacturing.*

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

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70
Next 15,000 decatherms @	0.60
Next 82,000 decatherms @	0.48
All additional decatherms @	0.36
Capital improvements	0.26/decatherm
Capacity fee	0.30/decatherm
Plus PGCIII	/decatherm

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

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

Monthly service charge	\$200.00
1st 20,000 decatherms @	0.55
Next 80,000 decatherms @	0.488
Next 200,000 decatherms @	0.345
All over 300,000 decatherms @	0.14
Capital improvements	0.26/decatherm
Capacity fee	0.40/decatherm
Plus PGCI	/decatherm

(d) Code 49 - interruptible manufacturing incentive.

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

Monthly service charge	\$200.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.26/decatherm
Capacity fee	0.50/decatherm
Plus PGC III	/decatherm

2.

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

BE IT AND IT IS HEREBY ORDAINED

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

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Gas Rate Ordinance Amendment-Sec. 24-225
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	For interruptible gas customers, I am recommending to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.
<b>LEGAL:</b>	Approved by the City Attorney

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

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-225. GAS SYSTEM INTERRUPTIBLE RATE SCHEDULE – INTERRUPTIBLE INDUSTRIAL. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

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

- (a) *Availability.* Available in all areas served by the city's natural gas system where sufficient capacity is available, subject to the city's service rules and regulations.
- (b) *Code 45 - interruptible - industrial.*

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

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

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

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

Monthly service charge	\$200.00
1st 1,500 decatherms @	0.80
Next 1,500 decatherms @	0.70

Next 15,000 decatherms @	0.60
Next 20,000 decatherms @	0.48
Capital improvements	0.26/decatherm
Capacity fee	0.30/decatherm
Plus PGCI	/decatherm

2.

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

BE IT AND IT IS HEREBY ORDAINED

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

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Second Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Gas Rate Ordinance Amendment-Sec. 24-226
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	For interruptible gas customers, I am recommending to adjust the PGC III (Purchased Gas Cost III) rate rider to 7% to be consistent with the other PGC rate riders, to increase capital improvement charges which helps to fund our gas infrastructure to \$0.26/decatherm, and to update some definitions and miscellaneous service charges in this ordinance amendment.
<b>LEGAL:</b>	Approved by the City Attorney

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

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-226. GAS SYSTEM INDUSTRIAL PROCESS FIRM RATE SCHEDULE. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

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

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

(b) *Code 50 - firm - small - industrial process.*

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

Monthly service charge	\$500.00
1st 1,500 decatherms @	0.83
Next 1,500 decatherms @	0.73
Next 15,000 decatherms @	0.63
Next 82,000 decatherms @	0.51
All additional decatherms @	0.39
Plus PGCI	/decatherm

(c) *Code 51 - firm - large - industrial process.*

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

Monthly service charge	\$500.00
1st 25,000 decatherms @	0.49
Next 75,000 decatherms @	0.41
Next 200,000 decatherms @	0.156
All over 300,000 decatherms @	0.15
Plus PGCI	/decatherm



(d) Code 52 - firm - industrial process - contract demand.

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

Monthly service charge	\$500.00
1st 25,000 decatherms @	0.46
Next 75,000 decatherms @	0.38
Next 200,000 decatherms @	0.126
All over 300,000 decatherms @	0.12
Capital improvements	0.26/decatherm
Plus PGC IV	/decatherm

2.

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

BE IT AND IT IS HEREBY ORDAINED

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

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Gas Meter Purchase
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Gas System is requesting the purchase of four hundred thirty-two (432) Sonix IQ 425 Meters. Our sole source provider, Equipment Controls Company provided a quote of \$215,084.16. This is a budgeted item and Council's approval is recommended.
<b>LEGAL:</b>	N/A

**EQUIPMENT CONTROLS COMPANY, INC.**  
**4555 S. BERKELEY LAKE ROAD**  
**NORCROSS GA 30071**  
**770-441-6400 Fax 770-448-7312**

Meeting: March 21, 2024 Item 15.

QUOTE DATE	QUOTE NUMBER
03/12/24	S2413196
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN 4555 S. BERKELEY LAKE ROAD NORCROSS GA 30071 770-441-6400 Fax 770-448-7312	PAGE NO.          <b>1</b>

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

SHIP TO:  
 CARTERSVILLE, CITY OF  
 155 OLD MILL ROAD  
 CARTERSVILLE, GA 30120

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
25667	IQ 425 METERS				
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED	
Jon Beam	FREIGHT ALLOWED	Net 15 Days	03/12/24	Yes	
ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price	
432ea	38345	QFS4XV03X1XM SONIX IQ 425 NTC 45LT RADIO VALVE PRESSURE 1 PSI LOGO 00FN1A1NNE37H3XXXX1FX CUSTOMER PROFILE ID: 11186  TAXES NOT INCLUDED	497.880	215084.16	
			<b>Subtotal</b>	<b>215084.16</b>	
			<b>S&amp;H CHGS</b>	<b>0.00</b>	
			<b>Amount Due</b>	<b>215084.16</b>	

**This is a Quotation.**

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

## QUOTATION TERMS AND CONDITIONS

Meeting: March 21, 2024 Item 15.

The following terms and conditions are included in each and every sales quotation ("Quotation") issued by Equipment Controls Company, a Georgia corporation ("ECCO") to a prospective purchaser ("Customer").

- 1. ACCEPTANCE OF PURCHASE ORDERS.** Sales of any goods or any related services (collectively, "Products") referenced in Customer's written purchase order to ECCO ("Purchase Order") is expressly conditioned upon the terms and conditions set forth herein. Other than as specifically provided in a separate written agreement between ECCO and Customer, any additional or different terms specified or referenced in Customer's Purchase Order are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of ECCO. ECCO's Quotation and these terms and conditions represent the entire agreement between the Customer and ECCO pertaining to the subject matter of the purchase and sale of Products and shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Order issued by Customer shall be deemed accepted unless or until ECCO issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of ECCO.
- 2. PRICES, TAXES.** The price set for in ECCO's Quotation ("Price") are in United States Dollars. Nothing set forth in Customer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by ECCO prior to issuance of Customer's Purchase Order. For Products ordered which are not to be shipped within 30 days of the Quotation, the Price is subject to increase to the extent the manufacturer of such Products imposes a price increase on ECCO. In such event, ECCO shall notify Customer of the Price increase and Customer shall have the right to withdraw its order. Freight and any special shipping and handling charges are not included in the Price and shall be an additional Customer expense unless otherwise specifically provided for in the Quotation. The Price is exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by Customer in addition to the Price. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Taxes and shall be responsible for payment for any applicable Taxes unless exemption certificates are provided prior to shipment.
- 3. PACKAGING, SHIPPING.** ECCO shall pack all Products in accordance with its standard commercial practices. If Customer has any special shipping or handling requirements, Customer shall notify ECCO in a timely manner regarding any such special requirements, and Customer shall be responsible for any associated increases in cost to pack and ship the Products.
- 4. DELIVERY, TITLE, AND RISK OF LOSS.** ECCO's quoted delivery schedule represents its best estimate and is based on current schedules, inventory and workload. ECCO shall have no liability for delay or any damages or losses sustained by Customer as a result of such estimate not being met. Partial deliveries shall be permitted. Unless otherwise provided in the Quotation or agreed to by ECCO in writing, delivery shall be deemed to have occurred FOB Destination at the ship to address set forth in Quotation with freight charges separately charged to Customer and not included in the Price. Title and liability for loss or damage to the Products shall transfer from ECCO to Customer upon delivery of the Products to the ship to destination. Customer shall immediately inspect each shipment and notify ECCO of any nonconformity of such shipment.
- 5. PAYMENT.** Customer shall pay for all Products delivered or date services performed within 15 days from the date of ECCO's invoice unless other payment terms have been specifically agreed to by ECCO. ECCO reserves the right to assess interest on any payments not received within 30 days of the date due until receipt of payment in full at the lesser of (a) one and one-half percent per month, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney's fees incurred by ECCO in the collection of late payment. In addition to any remedies under law, ECCO may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. ECCO may require an advance payment or milestone payments prior to shipment. All payments hereunder shall be paid without any deductions, set-off, or counter-claims including for any Taxes or freight.
- 6. FORCE MAJEURE AND EXCUSABLE DELAY.** ECCO shall not be liable for any damages of any kind for delayed or non-performance if such delayed or non-performance is due directly or indirectly to: (a) Customer, including omissions or failure to act on the part of Customer or its agents or employees; (b) An Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, floods or unusually severe weather conditions, strikes, lockouts, disputes with workmen or other hostilities, embargoes, wars, riots or civil disturbances, epidemics or quarantine restrictions, delays or shortages of transportation, governmental action including the government's denial or failure to grant an export license or other needed government authorization; (c) Causes beyond ECCO's reasonable control, including severe accidents at ECCO's warehouse, unforeseen production or engineering delays or inability of ECCO or its vendor to secure adequate materials, manufacturing facilities or labor, or any other acts and causes not within the control of ECCO, which by the exercise of due diligence and reasonable effort, ECCO would not have been able to foresee, avoid or overcome. ECCO shall notify Customer of any delayed or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If either such event should occur, ECCO's period of performance shall be extended for a period of time equal to the duration of either such event. If the excusable delay or Event of Force Majeure extends more than six months, ECCO and Customer may mutually agree to terminate Customer's Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Customer shall promptly pay ECCO for any delivered Products or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated order or portion thereof that ECCO and Customer agreed to terminate.
- 7. NO WARRANTY OTHER THAN MANUFACTURERS WARRANTY.** CUSTOMER ACKNOWLEDGES THAT ECCO IS A DISTRIBUTOR ONLY AND THAT THE PRODUCTS ARE MANUFACTURED BY OTHERS AND THAT ECCO PROVIDES NO WARRANTY WHATSOEVER FOR THE PRODUCTS OTHER THAN A WARRANTY OF TITLE. EACH MANUFACTURER OF THE PRODUCTS PROVIDES ITS OWN LIMITED WARRANTY FOR THE PRODUCTS IT PRODUCES AND CUSTOMER SHALL BE ENTITLED TO THE BENEFITS AFFORDED BY SUCH MANUFACTURER WARRANTIES. ECCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND/OR PURPOSE) WITH RESPECT TO THE PRODUCTS.
- 8. PROPRIETARY INFORMATION.** For the term of Customer's Purchase Order, ECCO and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public (Proprietary Information), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked Confidential or Proprietary and all copies made of any such document shall be returned by the receiving party ("Recipient") of Proprietary Information to the disclosing party (Owner) upon completion of the purpose for which they were provided, or destroyed by Recipient at Owner's direction. Neither ECCO nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner's Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the disclosure of Proprietary Information to such party. No use of any ECCO trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of ECCO. Any ECCO mark or logo existing on the Product must not be altered or modified in any manner, combined with other elements, or rearranged without the prior written consent of ECCO. None of the Proprietary Information which may be disclosed or exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and, in particular, regarding the non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights expressly granted herein. Customer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product, subassemble

software that is sold by ECCO. The ownership in all Proprietary Information disclosed by an Owner to the Recipient pursuant to Customer s Purchase Order shall remain with Owner unless otherwise agreed in writing by ECCO and Customer. The confidentiality obligations herein shall survive the expiration of Customer s Purchase Order.

Meeting: March 21, 2024 Item 15.

9. **INTELLECTUAL PROPERTY RIGHTS.** ECCO grants to Customer a nonexclusive, nontransferable, revocable license to use a copy of any software program embedded in any Product, in object code only, for use as part of the Product ( License ). Notwithstanding the foregoing, this License is subject to the following prohibitions: (a) Customer shall not attempt to decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into a human-readable form; (b) Customer shall not manufacture, sell, deliver or in any way provide any products containing the object code; (c) Customer shall not use the object code to create derivative or competing products of any kind; or (d) Customer shall not transfer the object code to a third party for any reason without prior written consent of ECCO, which may be withhold at ECCO s sole discretion, and only then subject to Customer executing a sub-license agreement with the same terms and conditions herein and providing ECCO the sub-license agreement executed by the transferee. Any transfer must be in full compliance with U.S. Export Laws and may require additional export licenses or other authorizations to be obtained by Customer and/or ECCO. Other than the License, ECCO is not granting any other rights to its or any Product manufacturer s intellectual property, patents, trademarks, software, or proprietary data, other than the right of Customer to use the Product for its intended purposes. ECCO s vendors and the Product manufacturers are direct and intended beneficiaries of this License and may enforce it directly against Customer.
10. **ORDER CANCELLATION.** Customer shall be responsible for and shall promptly pay ECCO for any re-stocking fees or other charges imposed upon ECCO for any cancelled order.
11. **GOVERNING LAW; ATTORNEYS FEES.** The Quotation, which includes these terms and conditions, the contract resulting from Customers Purchase Order, and (a) any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Georgia, USA, without regard to its conflict of laws provisions; and (b) personal jurisdiction and venue for any dispute thereunder shall be in the state and federal courts serving Gwinnett County, Georgia. In any litigation in connection with Customer s Purchase Order, the prevailing party shall be entitled to recover its expenses of litigation and reasonable attorneys fees from the non-prevailing party.
12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE (ACTIVE OR PASSIVE) OR OTHERWISE, ECCO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND SHALL NOT BE LIABLE TO CUSTOMER FOR LOSSES OF USE, DATA, PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. EXCLUDING GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, ECCO S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A CUSTOMER S PURCHASE ORDER SHALL IN NO EVENT EXCEED ACTUAL, DIRECT, AND PROVEN DAMAGES OF THE PRICE OF THE PRODUCT DIRECTLY PURCHASED BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. TO THE EXTENT THESE TERMS AND CONDITIONS CONTAIN ANY SPECIFIC REMEDIES PROVIDED BY ECCO TO CUSTOMER, REGARDLESS OF FORM, SUCH REMEDIES SHALL BE PROVIDED BY ECCO ON A SOLE AND EXCLUSIVE BASIS AND IN LIEU OF ANY OTHER REMEDIES, DAMAGES, OR LOSSES.
13. **MODIFICATION.** Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both ECCO and Customer.
14. **ASSIGNMENT.** Customer may not assign or delegate a Customer Purchase Order or any of its rights, duties or obligations thereunder to any other party without the prior written consent of the other party. Any attempt by either party to assign or delegate any of its rights, duties or obligations regarding a Customer Purchase Order without such consent shall be void and of no effect.
15. **NO THIRD PARTY BENEFICIARIES.** Except as expressly provided herein, the rights hereunder are for the sole and exclusive benefit of ECCO and Customer and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.
16. **WAIVER.** If either ECCO or Customer, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.
17. **SEVERABILITY.** If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Steel Pipe Purchase
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The Gas System is requesting the purchase of 3,511 feet of 6-inch steel pipe and 1,400 feet of 8-inch steel pipe for the SK America and Highland 75 Projects. Three bids were requested but only two complete bids were submitted. Irby Utilities of Kennesaw, GA submitted the low bid of \$91,748.01. This is a budgeted item and Council's approval to accept this bid is recommended.
<b>LEGAL:</b>	N/A



STOCK

**MATERIAL BID PROPOSAL**

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

**SEE ATTACHED SHEET**

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	8 5/8"	O.D. .219" W.T., F.B.E. COATED, ERW X 52 STEEL LINE PIPE Cartersville # 315014	1,400	LF	\$ <u>31.70</u> Numerals	\$ <u>44,380.00</u> Numerals	<u>2-3 weeks</u> Calendar Days
					<u>Forty One Dollars + Seventy Cents FT</u> Words (Unit Price Only)		
TOTAL BID \$					<u>44,380.00</u> Numerals		

**BID PROPOSAL SUBMITTED BY:**

CS  
Name of Supplier

Paul Rot  
Name of Preparer

3-14-24  
Date

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.



STOCK

**MATERIAL BID PROPOSAL**

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

**SEE ATTACHED SHEET**

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	6 5/8"	O.D. .280" W.T., F.B.E. DUAL COATED, ERW X 52 STEEL BORE LINE PIPE Cartersville # 315011	325	LF	\$ <u>32.50</u> Numerals <i>Thirty Two Dollars + Fifty Cents FT</i> Words (Unit Price Only)	\$ <u>10,562.50</u> Numerals	<u>2-3 weeks</u> Calendar Days
TOTAL BID \$					<u>10,562.50</u> Numerals		

**BID PROPOSAL SUBMITTED BY:**

CAS  
Name of Supplier

Paul Root  
Name of Preparer

3-14-24  
Date

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.

**MATERIAL BID PROPOSAL**

All materials to be considered by this proposal shall be new, unused and manufactured in the United States unless otherwise specified and shall meet the applicable requirements of the Pipeline Safety Regulations, Code of Federal Regulations, Title 49, Latest Edition and any other applicable requirements and specifications listed in this proposal.

Each bid proposal must be submitted on this form. All blank spaces for bid prices must be filled in, by hand or typewritten, in both words and numerals for unit prices and numerals only for total amounts. In case of discrepancies, words will take precedence over numerals and unit prices will take precedence over totals.

Item Specification:

**SEE ATTACHED SHEET**

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	6 5/8"	O.D. .219" W.T., F.B.E. COATED, ERW X 52 STEEL LINE PIPE Cartersville # 315010	3,175	LF	\$ <u>24.15</u> Numerals <i>Twenty Four Dollars + Fifteen Cents FT</i> Words (Unit Price Only)	\$ <u>76,676.25</u> Numerals	<u>2-3 weeks</u> Calendar Days
TOTAL BID \$					<u>76,676.25</u> Numerals		

**BID PROPOSAL SUBMITTED BY:**

AS  
Name of Supplier

Paul Root  
Name of Preparer

3-13-24  
Date

All price quotes received by the City shall be for the item as called for in the specification for the item above. Any deviation in material, style, model, options, manufacturer, size, etc. of the item must have prior written approval of the City for the bid proposal to be considered. A request for such an approval request must be by submitting any and all applicable specifications of the item to be considered by mail, facsimile or email attachment to the City. All submittals shall include the manufacturer's specifications and clear indication of the item to be quoted. If the specification above does not state "or equal", a quote for only the item in the specification will be accepted. Any and all items delivered in response to this proposal that do not meet the specification as called for or was not approved as an "equal" will be returned to the Supplier at their expense.

All price quotes shall include any and all costs associated with providing the material to the City of Cartersville's storage facilities including but not limited to procurement, delivery, shipping and invoicing.

The Supplier agrees that this bid proposal may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bid proposals.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Gas
<b>AGENDA ITEM TITLE:</b>	Compact Excavator Purchase
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The Gas System is requesting the purchase of an additional compact excavator to support a newly approved fourth construction crew. Rhinehart Equipment Company of Rome, Georgia submitted a quote using Sourcewell Pricing in the amount of \$90,520.32. We opened sealed bids for an identical compact excavator on December 12, 2023, and Rhinehart Equipment Company submitted the low bid at the same price and Council approved that purchase on January 4, 2024. We do not believe that there would be a significant price difference if bids were requested again, therefore, we recommend that Council accepts this quote. This is not a budgeted item, but it will be paid for using Gas System revenues.</p>
<b>LEGAL:</b>	N/A



Product Quotation  
 Quotation Number: **CE404386**  
 Quote Sent Date: **Mar 15, 2024**  
 Expiration Date: **Apr 14, 2024**

Prepared By  
**Callie Everett**  
 Phone:  
 Email: callie.everett@rhinehartequipment.com

Customer  
**CITY OF CARTERSVILLE GAS DEPT**  
 155 OLD MILL RD  
 CARTERSVILLE, GA, 30120  
 Phone: 770-387-5642

Contact

Dealer  
**Rhinehart Equipment Company, Rome, GA**

Item Name	Item Number	Quantity	Price Each	Total
<b>E60 R2-Series Bobcat Compact Excavator</b>	M3321	1	63,081.90	63,081.90
<b>Standard Equipment:</b>				
Auto-Idle			Horn	
Auto-Shift, 2-Speed Travel			Hydraulic Joystick Controls	
Auxiliary Hydraulics with Selectable Flow			Keyless Start	
W/ Arm Mounted Flush Face Quick Couplers			LED Work Lights	
Canopy			Lift Eye	
Includes: Cup Holder, Retractable Seat Belt,			Long Arm	
Vinyl Suspension Seat			Rubber Tracks	
Roll Over Protective Structure (ROPS) - Meets			Spark Arrestor	
Requirements of ISO 12117-2: 2008			Long Arm	
Tip Over Protective Structure (TOPS) - Meets			Deluxe Display	
Requirements of ISO 12117: 2000			Turbocharged, Tier 4, Non DPF	
Falling Object Protective Structure (FOPS) - Meets			Vandalism Protection	
Requirements of ISO 10262			X-Change Attachment Mounting System	
Control Console Locks			Telematics - Machine IQ	
Control Pattern Selector Valve (ISO/STD)			Warranty: 2 years, or 2000 hours whichever occurs first	
Dozer Blade with Float				
Engine/Hydraulic Monitor with Shutdown				
Fingertip Auxiliary Hydraulic Control				
Fingertip Boom Swing Control				
<b>Cab Deluxe Package</b>	M3321-P11-C12	1	9,279.20	9,279.20
<i>Included:</i> Cab Deluxe Package:, Long Arm ,				
Enclosed Cab with Auto HVAC, 3yr				
Machine IQ Health and Security				
Subscription, Keyless Start, Bobcat 7"				
Touch Display with Radio and Bluetooth,				
Heated High Back Cloth Suspension Seat,				
Travel Motion Alarm				
<b>Hydraulic X-Change - Long Arm</b>	M3321-R06-C04	1	1,703.10	1,703.10
<b>Hydraulic Clamp - Long Arm - Class IV w/ Diverter Valve</b>	M3321-R08-C15	1	2,762.90	2,762.90
<b>Long Arm + Additional Bolt-on Counterweight</b>	M3321-R03-C09	1	1,235.50	1,235.50
<b>Hydraulic Angle Blade</b>	M3321-R12-C02	1	2,549.40	2,549.40
<b>12" MX4 XCHG TEETH</b>	7321974	1	1,078.44	1,078.44

24" MX4 XCHG TEETH	7311868		1	1,444.76	1,444.76
18" MX4 XCHG TEETH	7322082		1	1,252.48	1,252.48
Rearview Camera Kit	7420941		1	676.36	676.36
Strobe Kit	7332351		1	296.28	296.28
36 Month/3000 Hour Full Extended Warranty	9974375		1	2,300.00	2,300.00
Total for E60 R2-Series Bobcat Compact Excavator					<b>87,660.32</b>
				Quote Total - USD	87,660.32
				Dealer P.D.I.	250.00
				Freight Charges	2,000.00
				Destination Charges	310.00
				Dealer Assembly Charges	300.00
				Sales total before Taxes	90,520.32
				Taxes	0.00
				<b>Quote Total - USD</b>	<b>90,520.32</b>

**Customer Acceptance:**  
 Quotation Number: CE404386                      Purchase Order: \_\_\_\_\_

**Authorized Signature:**  
 Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_ Tax Exempt: Y  / N



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Bid Awards/Purchases
<b>DEPARTMENT NAME:</b>	FiberCom
<b>AGENDA ITEM TITLE:</b>	Fortinet EDR Software
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This item is a budgeted annual renewal for our Fortinet EDR security software. This is a cloud delivered software platform that protects our computers and servers from viruses and malicious actors. The total amount is \$36,490.00 from Blue Ally and it is recommended for your approval.
<b>LEGAL:</b>	N/A



# QUOTE

9979 Muirlands Blvd, Irvine CA 92618  
www.blueally.com | insidesales@blueally.com  
Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: **444963**  
Date: 03/11/2024

**Billing Address**

**City of Cartersville**  
1 North Erwin St.

Cartersville GA 30120  
USA

**Shipping Address**

**City of Cartersville**  
1 North Erwin St.  
Attn: Steven Grier  
Cartersville GA 30120  
USA

Customer ID: **99490**  
Customer Ref. No.:

Salesperson: **Lev Jacobi**  
Shipping Method: **Electronic Fulfillment (Email)**

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	FC0-10-EDBPS-310-0 2-12	FORTICARE BPS SUBSCRIPTION FOR FORTIEDR 1 YEAR	\$ 2,665.00	\$2,665.00
1	FC2-10-FEDR1-348-0 1-36	FortiEDR Discover, Protect & Respond (500 seats MOQ) 3 Year	\$ 33,825.00	\$33,825.00

\*\*Buy 1 year get 3 year Fortinet EDR promotion\*\*

**Quotation Subtotal** \$ 36,490.00

**Total Tax** \$ 0.00

**Quotation Total** **\$ 36,490.00**

**Quotation Valid Until: 06/11/24**

**To securely submit payment for this quote via credit card, please visit:**  
<https://secure.blueally.com/SecurePayment/SecurePayment/444963/99490>

**RETURN POLICY:** All Returns must meet all applicable criteria listed in our Return Policy found at <https://www.BlueAlly.com/returns>.

For approval please contact the sales representative listed on this invoice.

\* All Claims for shortage, damaged or shipping errors must be made within 3 days of receipt.

\* All sales have a 30 day return period unless noted otherwise.

\* No cash refunds.

\* Non-defective items returned subject to 15% restocking fee.

\* Warranties void if labels removed or tampered with.

\* Returns must include all original packaging and include all accessories & documentation.

\* All software and license downloads are not returnable. All sales are final when software has been registered, activated or used.



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Bids Awards/Purchases
<b>DEPARTMENT NAME:</b>	Fire Department
<b>AGENDA ITEM TITLE:</b>	Paratech Heavy Rescue Stabilization Kit Purchase Change
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Respectfully request council to rescind the March 7 <sup>th</sup> approval of the purchase of a Paratech Heavy Rescue Stabilization Kit from Georgia Fire and Rescue at the cost of \$42,697.79. This is due to unforeseen business changes and circumstances with the vendor. We would like to request approval of the purchase of this kit through Team Equipment Inc, the Master Distributor for Paratech products, for \$42,619.13. This stabilization kit allows firefighters to stabilize vehicles, machinery and even buildings so the rescue of occupants can be performed safely. This is within the budgeted amount, as a capital expense for FY 23/24 and will be paid for through the general fund and reimbursed through the 2020 SPLOST as funds become available.
<b>LEGAL:</b>	N/A





# Sales Quotation: 021

Meeting: March 21, 2024 Item 19.

Order Date: 03/08/2024

**TEAM EQUIPMENT, INC.**  
**6620 ORCHID LAKE ROAD**  
**NEW PORT RICHEY FL 34653-1111 USA**  
**Telephone : 727/848-2424**  
**Fax : 727/845-5941**

**BILL TO :**  
 CARTERSVILLE FIRE DEPT.  
 P.O. BOX 1390  
 CARTERSVILLE GA 30120 USA

**SHIP TO :**  
 CARTERSVILLE FIRE DEPT.  
 195 CASSVILLE RD.  
 CARTERSVILLE GA 30120 USA  
 ATTN: SCOTT CARTER

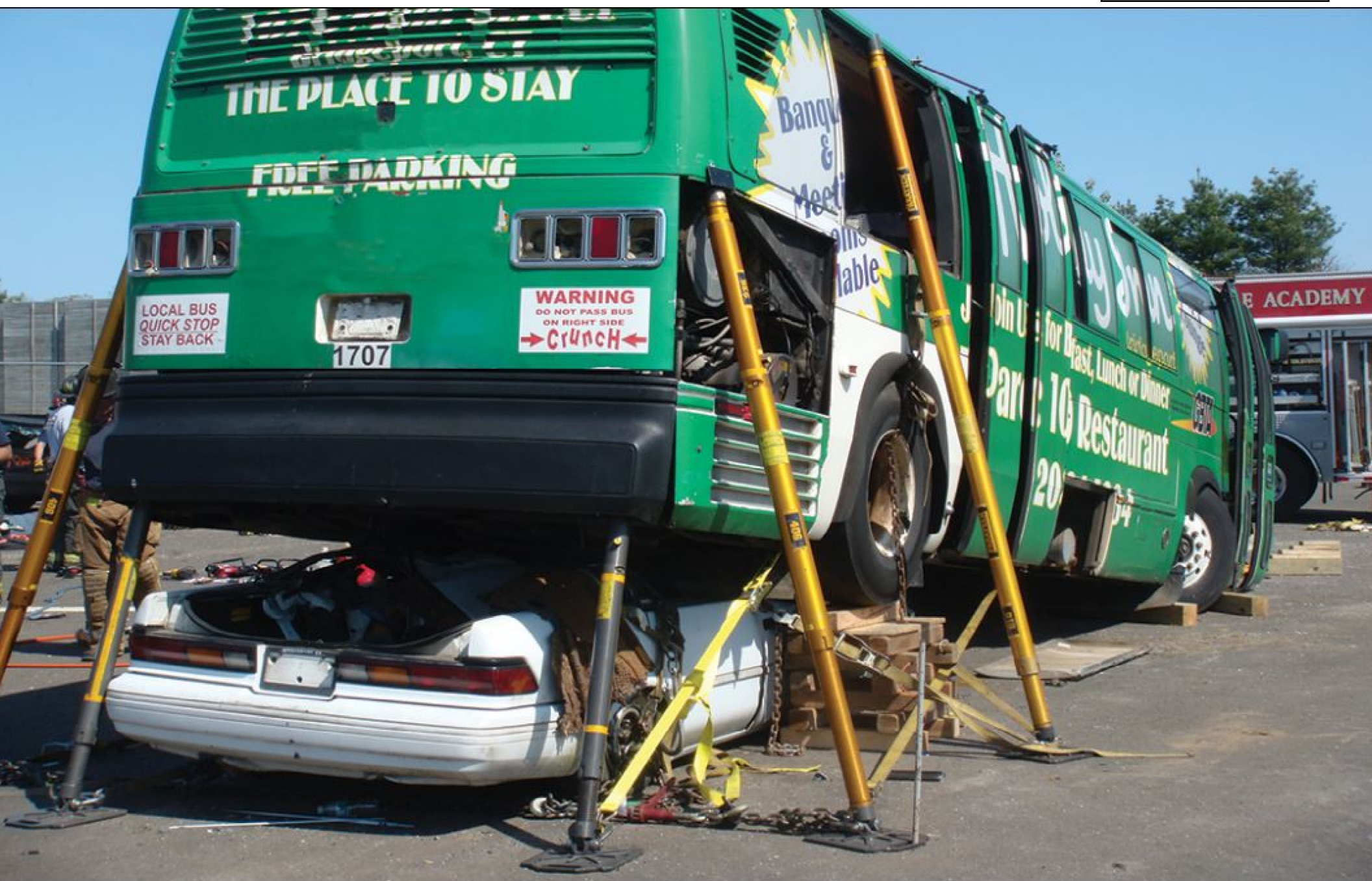
**THIS IS A BID/ESTIMATE**

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Sales Person	Reference No.
PFT001	TRUCK	ORIGIN	NET 30 DAYS	QUOTATION	TEAM	

Quantity			Item Number	Item Description	Unit Price	Disc. %	Total Net Amount
Req.	Ship.	B.O.					
2			22-796720	16GC2 LONGSHORE STRUT 304	1,463.00	2.50	2,852.85
2			22-796730	16GB1 LONGSHORE STRUT 406	1,758.00	2.50	3,428.10
2			22-796360	16FE1 LONGSHORE STRUT 610	2,141.00	2.50	4,174.95
3			22-796342	16GC5 LONGSHORE EXTENSION 2	627.00	2.50	1,833.98
3			22-796356	16FC1 LONGSHORE EXTENTION 4	888.00	2.50	2,597.40
4			22-796090	14DF3 STRUT V-BASE END	233.00	2.50	908.70
4			22-796270	14GB2 CONTOUR BASE	274.00	2.50	1,068.60
4			22-796025	14DF4 MULTI-BASE ASSEMBLY	298.00	2.50	1,162.20
6			22-796180C	16JC2 12" HINGED BASE PLATE W	728.00	2.50	4,258.80
2			22-796C1H	16JD6 20' GRADE 100 CHAIN	521.00	2.50	1,015.95
6			22-890553	16HB1 RACHET BELT 27" WITH FIN	172.00	2.50	1,006.20
4			22-796161	16IC2 TIE DOWN KEYS WITH J HO	59.00	2.50	230.10
2			22-890015	14EB2 NON-SLIP NEOPRENE PAD	261.00	2.50	508.95
2			22-79HA16K	HYDRAFUSION STRUT 16 KIT	5,621.00	2.50	10,960.95
2			22-796035	16GD1 STRUT EXTENSION CONVE	277.00	2.50	540.15
2			22-797E12E-AR	16HE1 SUPPORTER X2 WITH ANCI	2,278.00	2.50	4,442.10
1			22-796V02	14DB3 VSK V2 CONTROLLER	594.00	2.50	579.15

**THIS QUOTATION IS GOOD FOR 30 DAYS.**

<b>Non Taxable</b>	41,569.13
<b>SubTotal Taxable</b>	0.00
<b>SubTotal</b>	0.00
<b>Shipping</b>	1,050.00
<b>Total Order</b>	<b>42,619.13</b>





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	Cartersville’s 175 <sup>th</sup> Anniversary Commemorative Booklet
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This request is to partner with Lara J Designs to create a print piece for the City of Cartersville’s 175 <sup>th</sup> Anniversary. Lara J and her team will not only create the design of the piece itself, but also work with us as a consultant, meeting with myself and project partners to gather and layout the content we wish to include. The cost for the design and consulting is \$9,980.00.
<b>LEGAL:</b>	N/A

**Lara J Designs**

12 South Erwin Street, Suite 2  
Cartersville, GA 30120  
678-873-2126  
info@larajdesigns.com  
www.larajdesigns.com



Meeting: March 21, 2024 Item 20.

LARA J DESIGNS  
CUSTOM GRAPHIC DESIGN

**Quote**

ADDRESS

Logan Bagley  
City of Cartersville - City Manager's Office  
P.O. Box 1390  
Cartersville, GA 30120

QUOTE

4593

DATE

02/16/2024

EXPIRATION DATE

04/30/2024

P.O. NUMBER

175th Year Anniversary Booklet

**DESCRIPTION**

175th Anniversary Booklet Design

---

NOTES:

- Incorporate new City of Cartersville logo & "window" branding with cover and internal page designs
- Incorporate past, present and future information about the city
- Yearbook style, Intended to be printed in Layflat style
- Printing not included in this quote

-----  
Consultation Meetings with Logan & Project Partners to flush out overall content and individual topics for booklet

- 2 Hours

2 Cover Design Options

- 2 rounds of revisions on chosen design
- 3 hours

Table of Contents Design

- 1 round of revisions
- 2 hours

Initial "Article" Template Design

- 1 page, 2 page and 4 page options for all story lengths
- 2 rounds of revisions
- Will include recommend image sizes and word counts
- 9 hours

Interior Pages of Booklet Design

- These pages will come after content has been submitted
- Total on estimate is based on a 64 page booklet (Covers, 2 page Table of Contents, 58 interior pages)
- Includes 1 round of revisions from Logan, final proof + 1 more round of revisions from last group of reviewers.
- Estimated 1-3 hours per page, \$80 per hour

-----  
50% deposit is due at time of quote approval.

Final 50% due at completion of project. Payments may be made by clicking the payment button on this email or by check.

SUBTOTAL

9,980.00

TAX

0.00

\*\*Please Note\*\*

All clients must have a signed policy agreement on file. To view our Policies and Procedures, visit <http://www.larajdesigns.com/policies-procedures/>

TOTAL

**\$9,980.00**

Accepted By

Meeting: March 21,2024 Item20.

Accepted Date



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Grant Application/Acceptance
<b>DEPARTMENT NAME:</b>	Public Works
<b>AGENDA ITEM TITLE:</b>	2024 LMIG Paving Contract – Supplemental Grant/Additional Roads
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>In 2023, Public Works awarded our annual resurfacing contract for FY-24 to the lowest bidder, Bartow Paving, Cartersville, GA for \$1,260,375.92. Bartow Paving began working on the current resurfacing contract last week. The proposed project consists of resurfacing 5.72 miles of city streets which is enough mileage to keep the paving program on a 25-year cycle to pave all roads in the city.</p> <p>Late last week the Georgia Department of Transportation officially notified the City of Cartersville that we are eligible for \$385,998.00 in supplemental LMIG grant money with no local matching funds required. Public Works is requesting the mayor’s signature on the grant application and associated documents. In addition, we recommend approval of budgeting an additional \$100,000.00 beyond the total grant amount to take advantage of the relatively low unit prices currently contracted with Bartow Paving.</p> <p>The list of streets to resurface on this contract are Summit Street, Thornwood Drive, Southview Drive, Jones Street, Ruby Street and Mayflower Circle. The total mileage of the supplemental roads is 1.77 miles bringing the total mileage for our annual resurfacing contract 7.49 miles. Based on the quantities utilized we will make minimum adjustments, as needed, to stay below an amount not to exceed the cost of \$485,998.00.</p>
<b>LEGAL:</b>	N/A



# City of Cartersville

P U B L I C W O R K S

March 21, 2024

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

Re: FY 2024 Supplemental LMIG Application Cover Letter

Dear Mr. Ciavarro:

Please find attached our FY 2024 Supplemental 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 SUPPLEMENTAL  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title), on behalf of \_\_\_\_\_ (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 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq. Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), 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) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent act 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 Certificate 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 project shows evident failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design 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:  
  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Print)  
Mayor / Commission Chairperson  
  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
E-Verify Number  
  
Sworn to and subscribed before me,  
  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
In the presence

**LOCAL GOVERNMENT SEAL:**

NOTARY PUBLIC  
  
\_\_\_\_\_  
My Commission Expires:

**NOTARY PUBLIC SEAL:**



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

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title), on behalf of \_\_\_\_\_ (Local Government), who being duly sworn do swear that 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 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), 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 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) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts 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 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 project 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

<b>MEETING DATE:</b>	March 21 <sup>st</sup> , 2024
<b>SUBCATEGORY:</b>	Grant Application
<b>DEPARTMENT NAME:</b>	Public Works
<b>AGENDA ITEM TITLE:</b>	EEE LMIG Funding for a Roundabout at Collins Drive and SR 61
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>In 2022, the Cartersville-Bartow MPO engaged Stantec to do a Tennessee Street Corridor Study. Out of the extensive study came a recommendation to improve traffic speeds and safety as well as multi-modal opportunities by construction of a roundabout at the intersection of Tennessee Street (SR 61) and Collins Drive.</p> <p>In following up on the recommendation, a safety study was conducted at this intersection and at Gentilly Boulevard by the Safety Committee of the Georgia Department of Transportation. It concluded that, of the two intersections, the better cost/benefit ratio attaches to the Collins Drive location. The implementation of the roundabout will greatly improve left turn movements at this busy intersection and serve to help moderate the speed of the traffic traversing this section of Tennessee Street. The project is listed as CR-432 in the recently adopted CBMPO Transportation Improvement Program. The cost estimate provided by GDOT for the favored intersection approach of a single-lane roundabout is \$2,500,000.00 which includes preliminary engineering, utility relocations, right-of-way acquisition, and construction.</p> <p>We are seeking permission for the Mayor to sign all related EEE LMIG Grant application documents necessary to request funding for the project.</p>
<b>LEGAL:</b>	Reviewed by Archer & Lovell



## SR 61 at Collins Dr

The intersection is a minor stop-controlled three-leg intersection. SR 61, which runs north-south, is an undivided two-lane minor arterial. Collins Drive is a four-lane major collector that runs east-west. Left turn and right turn storage lane along southbound and northbound SR 61, respectively, are present at this intersection. The westbound movement has one left turn and one right turn lane.

The westbound movement has a yield sign along with stop sign and the northbound right movement has a yield sign as well. There are no other existing safety measures present at this intersection.

The Google Earth and desktop screening show the intersection is lighted, and no major utility and grading constraints were noted. However, the northbound SR 61 approach has a small down slope, which may impact the sight distance. A stream was observed approximately 350 feet north of the intersection as shown in Figure 2.

Project Location and Existing Conditions



Figure 1. SR 61 at Collins Dr Intersection Aerial

Project Location and Existing Conditions



Figure 2. SR 61 at Collins Dr Intersection – NEPA

Other Projects in the Area

There are no current projects in the area.

Analysis Origin

This intersection was identified by the City of Cartersville due to a high number of angle crashes. The intersection ranked 26 in Bartow County based on ePDO ranking.

The intersection elevation profile from Google Earth is shown in Figure 3. The northbound SR 61 has a small down slope approaching the intersection, which may impact the intersection sight distance for westbound traffic. Figure 4 shows the available sight distance for the southbound Collins Drive towards east along SR 61. Based on Google Earth, the estimated intersection sight distance for southbound Collins Drive towards east on SR 61 is approximately 850 feet, which is more than the required sight distance of 500 feet for passenger cars and 765 feet for combination trucks.

Sight Distance

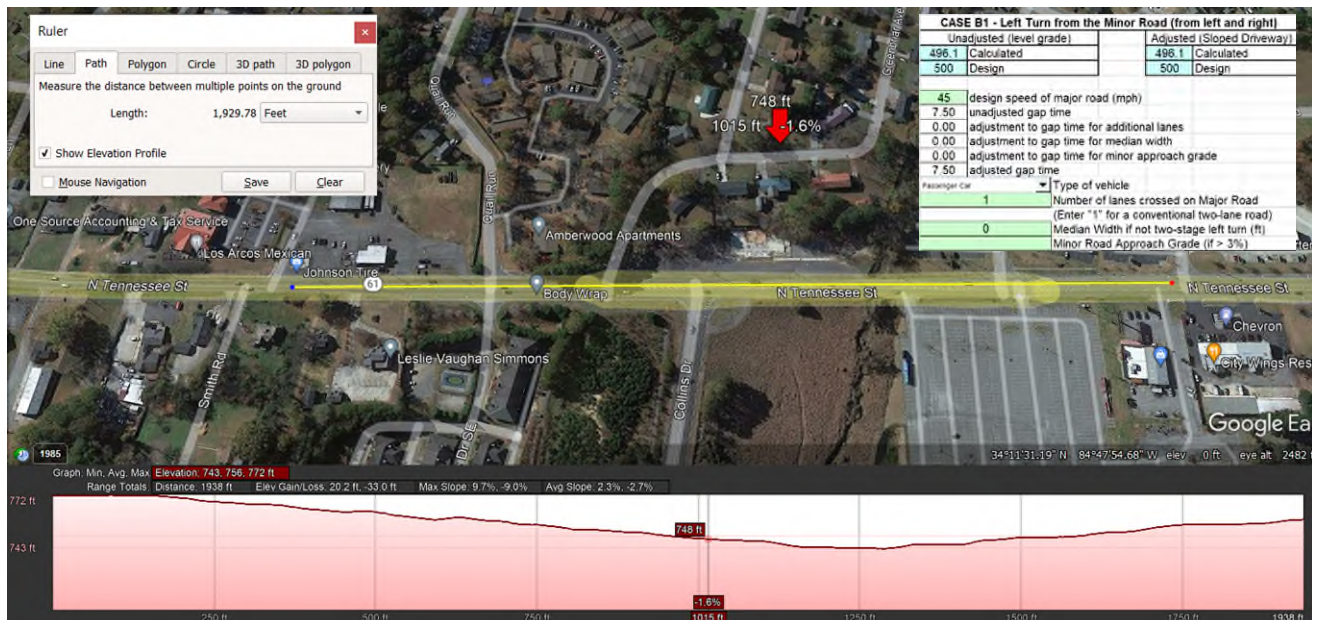


Figure 3. SR 61 at Collins Drive Intersection Elevation Profile



Figure 4. Sight Distance from westbound approach looking South on SR 61

Historical Speed Data

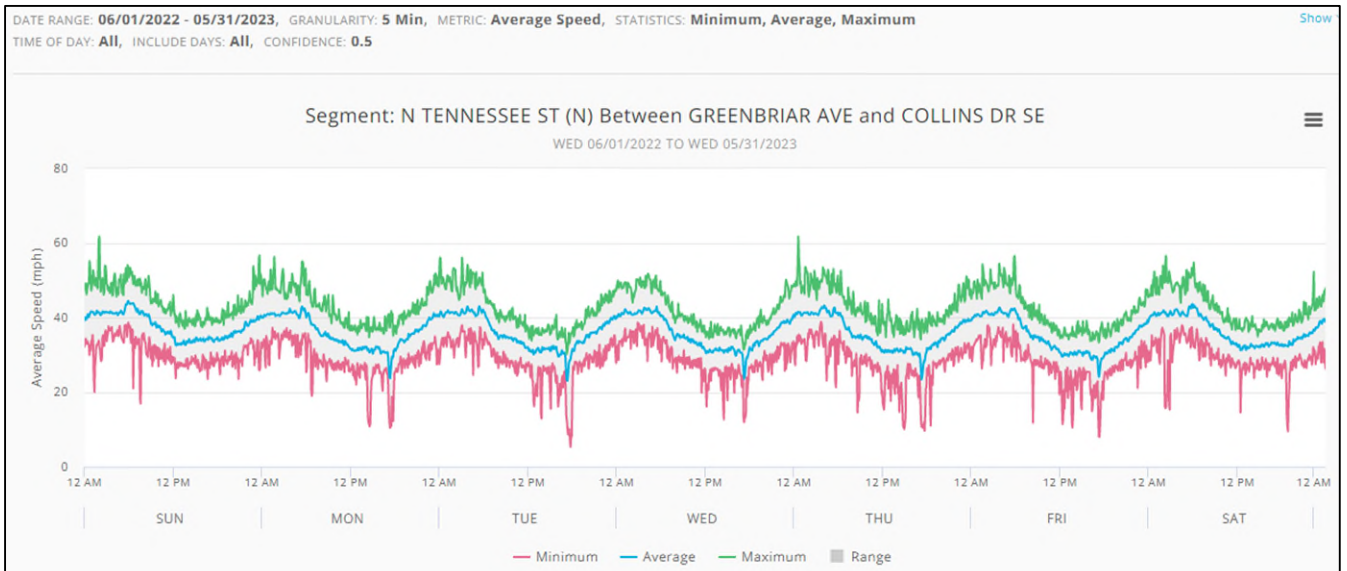


Figure 5. Historical Speed Data – Northbound SR 61

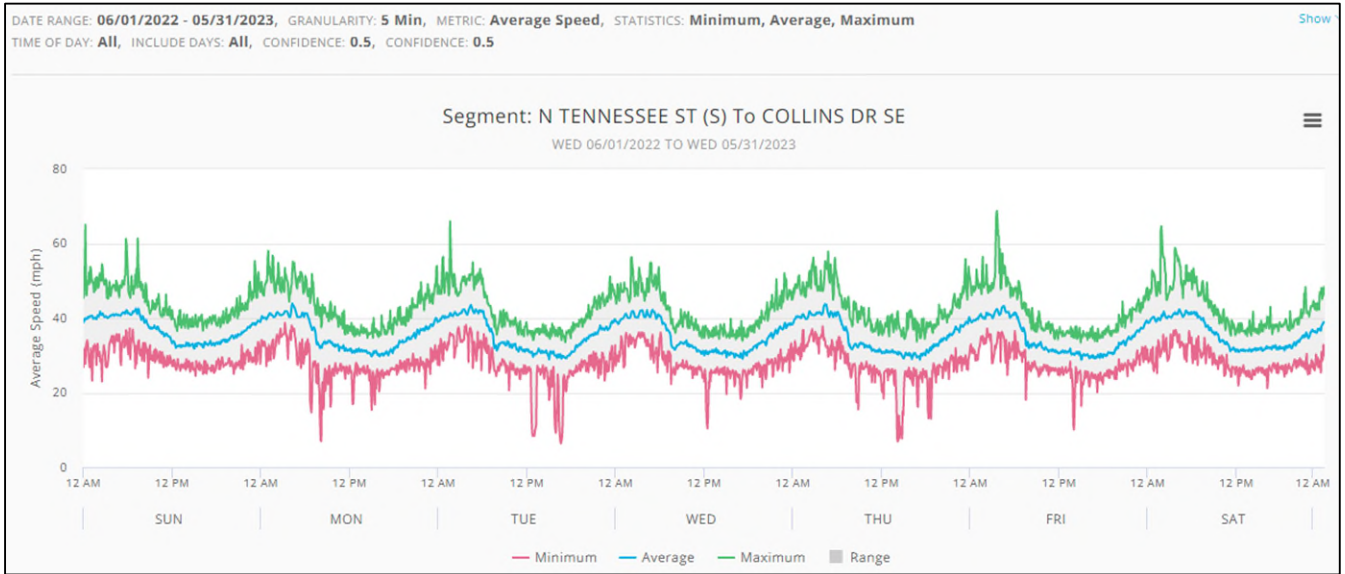


Figure 6. Historical Speed Data – Southbound SR 61

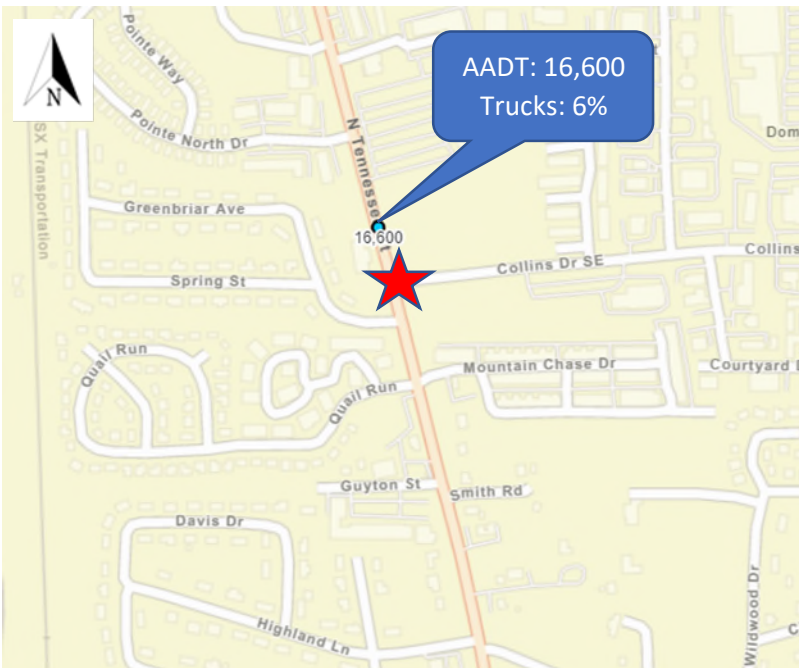
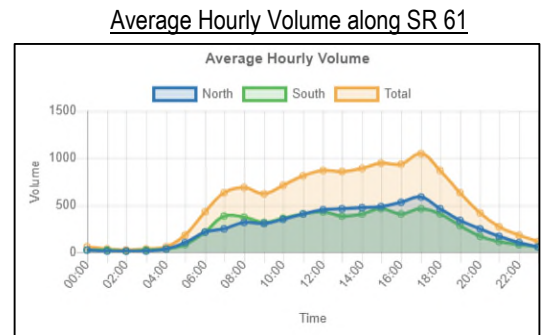


Figure 7. TADA Counts



Volumes

**Intersection Ranking Table**

Geographical Bounds	ePDO Ranking	Crash Rate Ranking
County (Bartow)	26	58
Metropolitan Planning Organization (Cartersville)	26	58
GDOT District 6	202	Not Ranked
State of Georgia	2660	Not Ranked

Intersection Rankings

**Social Vulnerability Index (SVI) Table**

Social Vulnerability Index Group (Overall)		Social Vulnerability Index Group (Economic)		Social Vulnerability Index Group (Household)		Social Vulnerability Index Group (Minority)		Social Vulnerability Index Group (Transportation)	
0.9 to 1.0	100.00%	0.7 to 0.8	100.00%	0.8 to 0.9	100.00%	0.8 to 0.9	100.00%	0.9 to 1.0	100.00%

Crash Analysis

There were 72 crashes reported at the intersection from 2013 to 2022, resulting in 4 visible injury crashes, 21 complaint injury crashes, and 47 property damage-only crashes. The intersection has had a crash frequency of 7.2 crashes per year, with 58% of those crashes reported resulting in angle crashes, and another 32% of those crashes reported resulting in rear end crashes. The angle crashes between westbound left and northbound through (WBL x NBT) movement accounted for 80% (33 crashes) of the total angle crashes. The WBL x NBT angle crash reports do not indicate any factors other than side street (WB) traffic failing to yield to through (NB) traffic. However, based on the Google Map, a limited sight distance for the side street traffic towards northbound movement and a down slope for northbound movement to the intersection may have contributed to the higher WBL x NBT collisions. There were no pedestrian or bicycle crashes reported at the intersection. The crashes during dark lighted condition accounted for 8%, consistent with the District average of 8%.



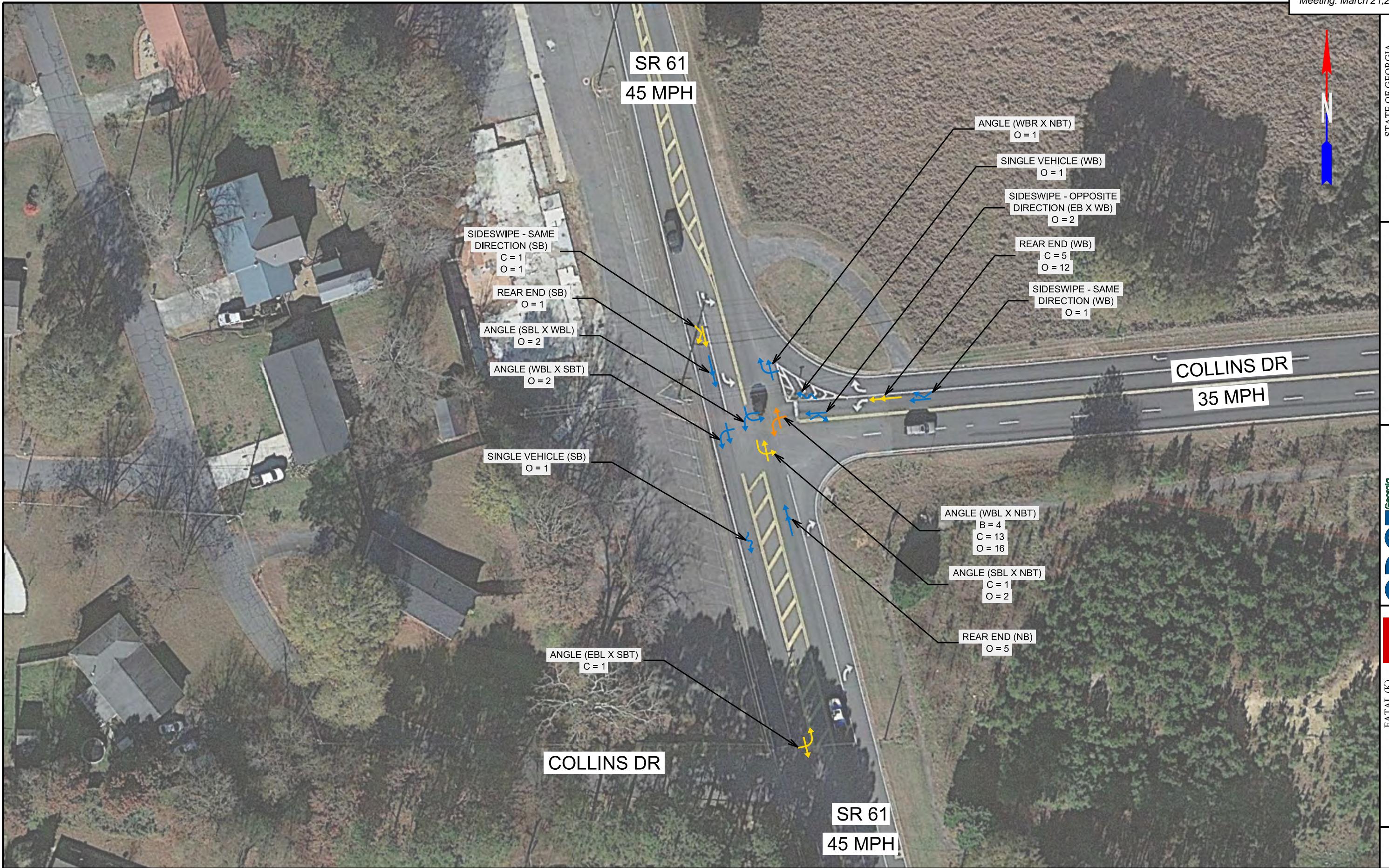
Crash  
Tables

SR 61 at Collins Dr		Year												
Manner of Collision	Crash Severity	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total		
Left Angle	C									1		1	3	4%
	O	1									1	2		
Angle	B	1					1			2	0	4	38	53%
	C			2		2	1			3	6	13		
	O	4	3		2	1	1		4	5	1	21		
Rear End	C	1	1	1	1				1			5	23	32%
	O	1	1		3	2	3	2	2	3	1	18		
Sideswipe – Same direction	C					1						1	3	4%
	O	1						1				2		
Sideswipe – Opposite direction	O				1				1			2	2	3%
Single Vehicle	O		1								1	2	2	3%
Total	B	1					1			2		4	72	100%
	C	1	1	3	1	3	1		1	4	6	21		
	O	7	5		6	3	4	3	7	8	4	47		
	All	9	6	3	7	6	6	3	8	14	10			

Angle Maneuvers		Year												
Manner of Collision	Crash Severity	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total		
SBL x NBT	C									1		1	3	7%
	O	1									1	2		
WBL x NBT	B	1					1			2		4	33	79%
	C			1		2	1			3	6	13		
	O	3	2		1	1	1		4	3	1	16		
WBL x SBT	O									2		2	2	5%
WBR x NBT	O		1									1	1	2%
WBL x SBL	O	1			1							2	2	5%
OTHER	C			1								1	1	2%
Total	B	1					1			2		4	42	100%
	C			2		2	1			4	6	15		
	O	5	3		2	1	1		4	5	2	23		
	All	6	3	2	2	3	3		4	11	8			

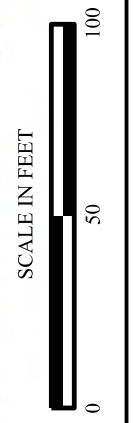
Crash Tables

Lighting Conditions	Crash Severity	Year												
		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total		
Daylight	B	1					1			2		4	66	92%
	C	1	1	3	1	3	1		1	4	6	21		
	O	7	5		5	3	3	3	6	6	3	41		
Dark Lighted	O				1		1		1	2	1	6	6	8%
Total	B	1					1			2		4	72	100%
	C	1	1	3	1	3	1		1	4	6	21		
	O	7	5		6	3	4	3	7	8	4	47		
	All	9	6	3	7	6	6	3	8	14	10			



STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION  
SR 61 AT COLLINS DR  
2013 - 2022 CRASH DATA

P.I. NUMBER:  
N/A



FATAL (K)  
SERIOUS INJURY (A)  
MINOR INJURY (B)  
COMPLAINT INJURY (C)  
PROPERTY DAMAGE ONLY (O)

SHEET  
1/1

**Install Offset Northbound Right Turn Lane (To Increase sight distance)**  
Anticipated delivery mechanism: PDP

Benefits

- Targets documented angle crashes between westbound and northbound movements
- Improves sight distance for side street

Concerns

- Maintains maneuvers with other crash patterns.
- Possible R/W impact

Estimated Cost

PE	\$50,000
UTL	\$50,000
ROW	\$100,000
CST	\$200,000
<b>Total</b>	<b>\$400,000</b>

Estimated Safety Benefit Cost

CRF ID #307 = 48% (Fatal/Inj.)  
CRF ID #308 = 11% (PDO)

\*\* Applied to angle crashes between NB and WB movements

$$\frac{\text{Design Life Benefit}}{\text{Design Life Cost}} = \frac{\$4,030,960}{\$1,096,000}$$

**Safety B/C = 3.7**  
**(Safety B/C = 4.2 with last 5 years crashes)**

**Install Single Lane Roundabout (130'-140' ICD)**  
Anticipated delivery mechanism: GDOT PDP

Alternatives

Benefits

- Mitigates documented angle/rear-end crash patterns
- Increases intersection visibility
- Slows mainline speed at the intersection

Concerns

- Anticipated utility impacts
- Possible R/W impacts
- Drainage and grading concerns

Estimated Cost

PE	\$650,000
UTL	\$100,000
ROW	\$250,000
CST	\$1,500,000
<b>Total</b>	<b>\$2,500,000</b>

Estimated Safety Benefit Cost

CRF ID #210 = 88% (Fatal/Inj.)  
CRF ID #206 = 72% (PDO)

\*\* Applied to all crash types

$$\frac{\text{Design Life Benefit}}{\text{Design Life Cost}} = \frac{\$10,886,880}{\$4,750,000}$$

For B/C of 10, local participation of \$2,100,000 is required.

For Safety B/C of 10:		
Annual Benefit:	\$	544,344
Annual Cost:	\$	54,434
<b>Annual B/C Ratio:</b>		<b>10.00</b>
<b>GDOT Funding</b>	<b>\$</b>	<b>400,000</b>
<b>Local Participation Required</b>	<b>\$</b>	<b>2,100,000</b>

**Safety B/C = 2.3**

### Install Compact Roundabout (90'-100' ICD)

Anticipated delivery mechanism: GDOT PDP

Benefits

- Mitigates documented angle/rear-end crash patterns
- Increases intersection visibility
- Slows mainline speed at the intersection

Concerns

- Anticipated utility impacts
- Possible R/W impacts
- Drainage and grading concerns

Estimated Cost

PE	\$450,000
UTL	\$50,000
ROW	\$150,000
CST	\$1,200,000
<b>Total</b>	<b>\$1,850,000</b>

Estimated Safety Benefit Cost

CRF ID #210 = 88% (Fatal/Inj.)  
 CRF ID #206 = 72% (PDO)

\*\* Applied to all crash types

$$\frac{\text{Design Life Benefit}}{\text{Design Life Cost}} = \frac{\$10,886,880}{\$3,619,000}$$

For B/C of 10, local participation of \$1,450,000 is required.

For Safety B/C of 10:		
Annual Benefit:	\$	544,344
Annual Cost:	\$	54,434
Annual B/C Ratio:		<b>10.00</b>
GDOT Funding	\$	400,000
Local Participation Required	\$	1,450,000

**Safety B/C = 3.0**

### Signing and Marking Improvements

Install Advance Warning Signs (W3-1, W2-2), Increase Southbound SR 61 Left Turn Storage Length

Anticipated delivery mechanism: QR

Benefits

- Targets documented stop sign running
- No R/W impacts
- Low Cost

Concerns

- Maintains maneuvers with documented crash patterns.
- Does not improve sight distance for side street approach

Estimated Cost

PE	\$0
UTL	\$0
ROW	\$0
CST	\$25,000
<b>Total</b>	<b>\$25,000</b>

Estimated Safety Benefit Cost

CRF ID #8867 = 10% (Fatal/Inj.)  
 CRF ID #8866 = 8% (PDO)

\*\* Applied to all crash types

$$\frac{\text{Design Life Benefit}}{\text{Design Life Cost}} = \frac{\$1,232,360}{\$443,500}$$

**Safety B/C = 2.8**

**Install RCUT (Stop Controlled)**  
 Anticipated delivery mechanism: GDOT PDP

Benefits

- Mitigates documented angle crash patterns

Concerns

- Maintains other crashes
- Possible utility & R/W impacts
- Increased delay for left turns from side street

Estimated Cost

PE	\$250,000
UTL	\$100,000
ROW	\$300,000
CST	\$750,000
<b>Total</b>	<b>\$1,400,000</b>

Estimated Safety Benefit Cost

NC/MO Table 4-7 = 53% (Fatal/Inj.)  
 NC/MO Table 4-7 = 31% (PDO)

\*\* Applied to all crash types

$$\frac{\text{Design Life Benefit}}{\text{Design Life Cost}} = \frac{\$6,231,460}{\$2,836,000}$$

**Safety B/C = 2.2**

**Install High-T Intersection**  
 Anticipated delivery mechanism: PDP

Benefits

- Mitigates documented angle crashes
- Improves side street left turn delay

Concerns

- Sideswipe crashes may increase
- Possible utility impacts
- Maintains maneuvers with other crash patterns

Estimated Cost

PE	\$250,000
UTL	\$50,000
ROW	\$200,000
CST	\$600,000
<b>Total</b>	<b>\$1,100,000</b>

Estimated Safety Benefit Cost

CRF ID #2755 = 45% (Fatal/Inj.)  
 CRF ID #2753 = 23% (PDO)

\*\* Applied to all crash types

$$\frac{\text{Design Life Benefit}}{\text{Design Life Cost}} = \frac{\$5,203,460}{\$2,314,000}$$

**Safety B/C = 2.2**

**Install Dynamic Speed Feedback Sign**

Anticipated delivery mechanism: QR

Benefits

- Mitigates documented crash patterns
- Controls speeds along the corridor
- No R/W impacts
- Low Cost

Concerns

- Maintains maneuvers with documented crash patterns.

Estimated Cost

PE	\$0
UTL	\$0
ROW	\$0
CST	\$35,000
<b>Total</b>	<b>\$35,000</b>

Estimated Safety Benefit Cost

CRF ID #6886 = 7% (Fatal/Inj.)  
 CRF ID #6886 = 7% (PDO)

\*\* Applied to all crash types

$$\frac{\text{Design Life Benefit}}{\text{Design Life Cost}} = \frac{\$899,500}{\$460,900}$$

**Safety B/C = 2.0**

### SR 61 at Gentilly Blvd

The intersection is a minor stop-controlled three-leg intersection. SR 61, which runs north-south, is an undivided two-lane minor arterial. Gentilly Boulevard is a two-lane major collector that runs east-west. Left turn and right turn storage lane along southbound and northbound SR 61, respectively, are present at this intersection. The westbound movement has one left turn and one right turn lane.

The westbound movement has a yield sign along with stop sign and the northbound right movement has a yield sign as well. There are no other existing safety measures present at this intersection.

The Google Earth and desktop screening show the intersection is lighted, and no major utility and grading constraints were noted.

Project Location and Existing Conditions



Figure 8. SR 61 at Gentilly Blvd

Crash Analysis

There were 46 crashes reported at the SR 61 at Gentilly Boulevard intersection from 2013 to 2023 July, resulting in 3 visible injury crashes, 7 complaint injury crashes, and 36 property damage-only crashes. The intersection has had a crash frequency of 4.3 crashes per year, with 65% of those crashes reported resulting in rear end collisions, and another 24% of those crashes reported resulting in angle crashes. There were no pedestrian or bicycle crashes reported at the intersection. The crashes during the nighttime accounted for 11%.



SR 61 at Gentilly Blvd		Year											Total		
Manner of Collision	Crash Severity	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023*			
Angle	B					1							1	11	24%
	C		1								2		3		
	O		1			1	2	2		1			7		
Head On	B	2											2	2	4%
Rear End	C	1					1					1	3	30	65%
	O	3	1	1	4	4	4	2	1	1	3	3	27		
Sideswipe – Same direction	C					1							1	2	4%
	O	1											1		
Single Vehicle	O					1							1	1	2%
Total	B	2				1							3	46	100%
	C	1	1			1	1				2	1	7		
	O	4	2	1	4	6	6	4	1	2	3	3	36		
	All	7	3	1	4	8	7	4	1	2	5	4			

\* 2023 Crash Data includes from January to July

Crash Tables

Angle Maneuvers		Year											Total		
Manner of Collision	Crash Severity	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023*			
WBL x SBL	C										1		1	4	36%
	O		1				1	1					3		
WBL x NBT	C										1		1	2	18%
	O					1							1		
SBL x NBT	B					1							1	2	18%
	C		1										1		
WBL x EBT	O						1	1					2	2	18%
SBL x EBL	O									1			1	1	9%
Total	B					1							1	11	100%
	C		1								2		3		
	O		1			1	2	2		1			7		
	All		2			2	2	2		1	2				

\* 2023 Crash Data includes from January to July

Lighting Conditions	Crash Severity	Year											Total		
		2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023*			
Daylight	B	2				1							3	41	89%
	C	1				1	1				2	1	6		
	O	4	1	1	3	5	6	4	1	2	2	3	32		
Dark Lighted	C		1										1	3	7%
	O				1	1							2		
Dark Not Lighted	O		1									1	2	2	4%
Total	B	2				1							3	46	100%
	C	1	1			1	1				2	1	7		
	O	4	2	1	4	6	6	4	1	2	3	3	36		
	All	7	3	1	4	8	7	4	1	2		4			

\* 2023 Crash Data includes from January to July

**Install Single Lane Roundabout**

Anticipated delivery mechanism: GDOT PDP

Benefits

- Mitigates documented angle/rear-end crash patterns
- Increases intersection visibility
- Slows mainline speed at the intersection

Concerns

- Anticipated utility impacts
- Possible R/W impacts
- Drainage and grading concerns

Estimated Cost

PE	\$650,000
UTL	\$100,000
ROW	\$250,000
CST	\$1,500,000
<b>Total</b>	<b>\$2,500,000</b>

Alternative

Estimated Safety Benefit Cost

CRF ID #210 = 88% (Fatal/Inj.)  
 CRF ID #206 = 72% (PDO)

\*\* Applied to all crash types

$$\frac{\text{Design Life Benefit}}{\text{Design Life Cost}} = \frac{\$5,860,800}{\$4,750,000}$$

For B/C of 10, local participation of \$2,390,000 is required.

**Safety B/C = 1.2**

For Safety B/C of 10:	
Annual Benefit:	\$ 293,040
Annual Cost:	\$ 29,304
Annual B/C Ratio:	<b>10.00</b>
<hr/>	
GDOT Funding	\$ 110,000
<hr/>	
Local Participation Required	\$ 2,390,000

Surface Condition*	Total	%	(K) Fatal Injury	(A) Suspected Serious Injury	(B) Suspected Minor/Visible Injury	(C) Possible Injury / Complaint	(O) No Injury	Unknown
Dry	129,464	76.66%	647	2,563	11,906	22,408	91,290	650
Wet	36,353	21.53%	135	499	3,060	6,145	26,342	172
(None)	1,455	0.86%	1	19	54	134	1,183	64
Ice/Frost	826	0.49%	1	7	47	107	655	9
Water (standing or moving)	292	0.17%	1	4	19	37	231	-
Snow	285	0.17%	-	-	17	34	230	4
Slush	75	0.04%	-	-	1	12	62	-
Other	85	0.05%	1	1	10	16	53	4
Mud	32	0.02%	1	1	5	3	22	-
Oil	11	0.01%	-	1	1	4	5	-
Sand	7	0.00%	-	-	1	2	4	-

Light Conditions*	Total	%	(K) Fatal Injury	(A) Suspected Serious Injury	(B) Suspected Minor/Visible Injury	(C) Possible Injury / Complaint	(O) No Injury	Unknown
Daylight	124,011	73.43%	471	1,979	10,603	21,558	88,956	444
Dark-Not Lighted	25,420	15.05%	243	779	3,025	4,013	17,104	256
Dark-Lighted	13,374	7.92%	42	226	992	2,336	9,653	125
Dawn	2,836	1.68%	13	46	238	467	2,061	11
Dusk	2,824	1.67%	18	58	245	477	2,009	17
(None)	420	0.25%	-	7	18	51	294	50

\*District 6 Intersection Related Crashes for 2013-21



# City of Cartersville

O F F I C E O F T H E M A Y O R

Meeting: March 21, 2024 Item 22.

March 11, 2024

VIA EMAIL gwaldrop@dot.ga.gov

Grant Waldrop, P.E.  
District Engineer - GDOT District 6  
P.O. Box 10  
Cartersville, GA 30120

RE: City of Cartersville Request for EEE LMIG Funding  
Roundabout at Collins Drive and SR 61

Dear Grant:

The City of Cartersville is requesting EEE LMIG assistance to implement the construction of a roundabout at Collins Drive and Tennessee Street/SR 61. In 2022, the Cartersville-Bartow MPO engaged Stantec to do a Tennessee Street Corridor Study. Out of the extensive study came a recommendation to improve traffic speeds and multi-modal opportunities by construction a roundabout at the above-named intersection.

In following up on the recommendation, a safety study was conducted at this intersection and at Gentilly Boulevard by the Safety Committee of the Georgia Department of Transportation. This report is attached. It concludes that, of the two intersections, the better cost/benefit ratio attaches to the Collins Drive location. The implementation of the roundabout will greatly improve left turn movements at this busy intersection and serve to help moderate the speed of the traffic traversing this section of Tennessee Street.

The project is listed at CB-432 in the recently adopted CBMPO Transportation Improvement Program. The cost estimate provided by GDOT for the favored intersection approach of a **single-lane roundabout is \$2,500,000**. We thank you and Commissioner McMurry for your consideration of this request.

Sincerely,

Matt Santini, Mayor  
City of Cartersville

CC: Steven Foy, Cartersville Public Works  
Tom Sills, CBMPO

Enclosure: SR 61 at Collins Dr and Gentilly Blvd\_Safety Screening

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



P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120  
Telephone: 770-387-5684 • Fax: 770-386-5841 • [www.cityofcartersville.org](http://www.cityofcartersville.org)





## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	First Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Public Works
<b>AGENDA ITEM TITLE:</b>	Amendment to Solid Waste Rates
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Bartow County Solid Waste recently notified Public Works that our tipping fees at the Bartow County Landfill will increase to cover future expansions, inflation, labor, and ever-changing regulations. This increase to the City will result in an increase in tipping fees of almost 59% from January of 2023 through September of 2028.</p> <p>Public Works recommends adopting new Solid Waste Rates through an ordinance amendment to address the increase.</p> <p>This amendment will decrease the base rate for residential solid waste rates and reflect an added fee based on estimated tipping fees at the Bartow County Landfill, which is currently estimated to be \$3.00 per average garbage cart/per month. All residential and commercial services with curbies will have an additional landfill fee provided on their monthly bill.</p> <p>In addition, we also recommend increasing most commercial solid waste rates, ranging from 2.5% to 15%, depending on the container size and dump frequency. We have adjusted these proposed fees to better align with other commercial rates.</p> <p>If approved, May utility bills will reflect this increase.</p>
<b>LEGAL:</b>	Reviewed by Archer & Lovell



**BARTOW COUNTY**  
**Solid Waste**

Steve Taylor, Sole Commissioner  
Rip Conner, P.G., Director

TO: Wade Wilson, City of Cartersville  
FROM: Rip Conner  
DATE: January 17, 2024  
SUBJECT: Tipping Fee

As you are aware, the Bartow County Landfill has been increasing tipping fees annually by five percent each March 1<sup>st</sup>. Currently, our gate rate is \$46.88 per ton. Cartersville’s discounted rate is \$34.49 per ton. A difference of \$12.39/ton. Subsequent to March 1, 2024, after the planned increase, that discount will be \$13.01/ton. As suggested, the discounted amount has been increasing since we began providing discounts in May 2013. In fact, since then, the Bartow County Landfill has given the City of Cartersville over 1.3 million dollars in discounts.

After discussing this issue with the Commissioner, Bartow County has decided to gradually increase your rates through 2028 to within \$5.00 of our gate rate. This means, assuming no unforeseen economic factors, that in 2028 our gate rate will be \$59.82/ton while the City’s will be \$54.82/ton. We propose meeting this objective by continuing the 5% increase in March 2024 and then adding another 5% increase on September 1, 2024. Ten percent increases will continue annually on September 1 each year (you will be exempt from the annual March 1 increases) through 2028. The increases are summarized on the following Table:

Year	Gate Rate	Percent Increase	Cartersville Discounted Rate	Cartersville Discount
2023	\$46.88	-	\$34.49	12.39
2024	\$49.22	March: 5%	\$36.21	\$13.01
		September: 5%	\$38.02	\$11.20
2025	\$51.68	September: 10%	\$41.82	\$9.86
2026	\$54.26	September: 10%	\$46.00	\$8.26
2027	\$56.97	September: 10%	\$50.60	\$6.37
2028	\$59.82	September: 8.34%	\$54.82	\$5.00

The Bartow County Landfill is currently finishing a \$4.5 million expansion we trust will last 12 to 15 years. This expansion was mostly paid for by our Solid Waste Fund with some SPLOST dollars. The next construction event will likely be ten times that amount. With unknown economic factors such as inflation, labor, and ever-changing regulations, we feel we must pursue this initiative to ensure our economic viability.

Phone (678) 721-1550 • Fax (770) 606-2382 • TTD (770) 387-5034  
40 Allatoona Dam Road • Cartersville, GA 30120-3101  
[www.bartowcountyga.gov](http://www.bartowcountyga.gov)

**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 21. SOLID WASTE, ARTICLE II. MUNICIPAL COLLECTION AND DISPOSAL SERVICE. SEC 21-26. GARBAGE CONTAINERS GENERALLY, SEC. 21-34. BILLING. SUBSECTIONS (a) AND (e) AND SEC. 21-35 COMMERCIAL AND MULTI-DWELLING UNITS (HAVING MORE THAN SIX UNITS) COLLECTION CHARGES are hereby deleted in their entirety and replaced as follows:

## 1.

Sec. 21-26 Garbage containers generally.

- (a) The following practices and procedures shall be followed in order to facilitate the collection of garbage:
- (1) Containers purchased by the resident prior to July 1, 2022, will remain the property of the resident.
  - (2) Every new customer after July 1, 2022, shall be provided one standardized container; unauthorized containers will not be serviced. Additional containers may be obtained from the city for an additional fee. The containers are not to be used for any other purpose.
  - (3) Each city issued container has an imprinted serial number that is assigned to a specific address (not resident). If the resident moves, the container must remain at the assigned address.
  - (4) The customer is responsible for keeping their assigned container secure and in good condition. If the container is stolen or vandalized, the customer must provide a valid police report before the container will be replaced. If a container must be replaced due to negligence, the customer shall be required to pay for a replacement container.
- (b) Special exceptions to the requirements of subsection (a) may be made:
- (1) For the physically handicapped and elderly individuals on a case-by-case basis. They shall use standardized containers, and they will be assessed the normal collection rate for the back door service provided.
  - (2) Those desiring backyard pickup shall use city standardized containers and shall be charged a fee of twenty-four dollars (\$24.00\*) per month for this service if approved by the public works director.
  - (3) If a multifamily dwelling complex has between six (6) to thirty (30) units, the public works director may authorize at his sole discretion, the use of standardized wheel carts in said complex, provided that there is adequate access to and within said complex.

- (c) Every individual who has opted out of using the city's garbage service as of August 27, 1998, may continue to do so. However, in the event said individual desires to use the city's solid waste collection services at a later date, they may do so, but upon exercising that right, said individual forfeits the right to opt out forevermore.

2.

Sec. 21-34. Billing

- (a) (a) Each residential household will be billed a monthly charge of twenty-two dollars **(\$22.00\*)** minimum for garbage collection; said fee includes the cost of collection, curbside recycling, and recycling yard waste. A Landfill Fee will be included in all bills based on the estimated landfill tipping fees per curbie per month. This fee may be adjusted to cover the increase in landfill disposal costs.

The monthly fee shall be twenty dollars **(\$20.00\*)** for a residential household with a homestead exemption for elderly if the proper form has been filed. Furthermore, there shall be an additional fee of eleven dollars and fifty cents **(\$11.50\*)** per month per additional cart per residence. A chart listing out the residential and senior monthly rates is also listed below:

Residential Monthly Rates

1 Curbie	\$22.00*
2 Curbies	\$33.50*
3 Curbies	\$45.00*

Senior Residential Monthly Rates – (Homestead Exemption for Elderly)

1 Curbie	\$20.00*
2 Curbies	\$31.50*
3 Curbies	\$43.00*

\*These fees do not include the Landfill Fee based on the estimated tipping fee that is charged by the landfill that is being utilized at the time of service.

- (b) Said fee may be adjusted automatically by the department to cover the increase in landfill disposal costs.
- (c) All bills for garbage service shall be sent to customers on the billing date for utilities. These bills are due and payable at the city clerk's office on the specified date on the bills. After that date, service may be ceased until all amounts due are paid.
- (d) A penalty of ten (10) percent shall be added to all bills for garbage service where bills are not paid on the due date as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills.
- (e) A fee of fifteen dollars **(\$15.00)** per sticker shall be charged to the customers and stickers may only be purchased in person at city hall or by mail order from the city clerk's office for



the collection of the waste material referred to in section 21-33(f) of this chapter. Two (2) stickers (thirty dollars (\$30.00)) are required for all appliances with refrigerant.

3.

Sec. 21-35. Commercial and multi-dwelling units (having more than six units) collection charges.

(a) Multi-dwelling units having more than six (6) units will be required to have a container and will be charged the following rates:

Container Size	Dumps Per Week	Monthly Rate
2 Yard	1	\$108.00
	2	\$151.00
	3	\$183.00
4 Yard	1	\$134.00
	2	\$210.00
	3	\$265.00
	4	\$336.00
	5	\$407.00
	6	\$531.00
6 Yard	1	\$161.00
	2	\$254.00
	3	\$316.00
	4	\$388.00
	5	\$460.00
	6	\$638.00
8 Yard	1	\$192.00
	2	\$297.00
	3	\$386.00
	4	\$475.00
	5	\$565.00
	6	\$719.00

Extra dumps for dumpsters/containers \$150.00

(b) The collection charges for commercial curbies are as follows:

Commercial Curbies	Once Per Week Pickup	Twice Per Week Pickup
1 Curbie	\$35.00*	\$52.00*
2 Curbies	\$43.00*	\$64.50*
3 Curbies	\$51.00*	\$75.50*
4 Curbies	\$58.00*	\$85.50*
5 Curbies	\$67.00*	\$97.00*

- (c) Said fee may be adjusted automatically by the department to cover the increase in landfill disposal costs.
- (d) All bills for garbage service shall be sent to customers on the billing date for utilities. These bills are due and payable at the city clerk’s office on the specified date on the bills. After that date, service may be ceased until all amounts due are paid.
- (e) A penalty of ten (10) percent shall be added to all bills for garbage service where bills are not paid on the due date as specified on the bill. If a customer is in arrears for a previous month or months, payment shall first be applied to previous bills.

4.

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

5.

This rate increase will be effective as of May 1, 2023.

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

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

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	First Reading of Ordinances
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	AMI Meters Opt-Out Program
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	The City of Cartersville understands that some residential customers do not desire to have AMI smart meters installed at their residences and is providing an opt-out option for those residential customers based on the listed conditions.
<b>LEGAL:</b>	Reviewed 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 II. – RATES, CHARGES, BILLING AND COLLECTION PROCEDURES. SECTIONS 24-27 – 24-40 RESERVED, is hereby deleted in its entirety and replaced as follows:

1.

**Sec. 24-27. – Advanced Metering Infrastructure Meters Opt-Out Program.**

- (a) The City of Cartersville, as of April 2022, has commenced a meter replacement program, whereby it shall install Advanced Metering Infrastructure (hereinafter referred to as “AMI”), which shall include an integrated system of smart meters, various communication networks, and a data management system that enables two-way communication between the City utilities and its customers. The City of Cartersville understands that some residential customers do not desire to have AMI smart meters installed at their residences, so it shall provide an opt-out option for those residential customers on the following conditions:
1. That they currently have a non-AMI smart meter as of April 4, 2024.
  2. For single-family owner-occupied residential dwellings only.
  3. Not for multi-family (does not include townhomes or condominiums in which individual residents own their residences and have individual connections for electric, gas, and water), commercial, governmental, solar or industrial users.
  4. If a residential customer decides to opt-out and not to have their non-AMI smart meter replaced, then the following monthly fee shall be added:
    - a. For one (1) non-AMI smart meter - \$35.00 per month; or
    - b. For two (2) or more non-AMI smart meters - \$70.00 per month.
  5. A residential customer may only opt-out if their account is currently in good standing and they have had no late payments in the past twelve (12) months.
  6. The City reserves the right to, in its sole discretion, deny any and all opt-out requests due to safety of personnel, location of meters, difficulty of access or other concerns which lead to an increase in costs or meter readings. The final decision will be made by the City Manager.
  7. A residential customer only has one opportunity to opt-out and must, within sixty (60) days of the approval of this ordinance, fill out and submit an Opt-Out Service Agreement on the forms provided for by the City.
  8. A residential customer may elect to opt-out of all meters, or just a portion thereof.
  9. Opt-out requests may only be made by the owner of the property who accepts financial responsibility of all monthly fees associated with the opt-out request.
  10. Residential customers that have experienced meter tampering or manipulation, or have been disconnected for non-payment two or more times, will not be eligible to opt-out.
  11. Residential customers that are disconnected in the future more than twice or have late payments more than twice will not be eligible to continue to opt-out.

- 12. Residential customers with meters that have historically been difficult to disconnect or obtain a reading for billing purposes will not be eligible to opt-out of the AMI meter installation. The final decision will be made by the City Manager.
- 13. If/when the existing meter(s) fails, the meter(s) will be replaced with an AMI meter.
- 14. If the name the account is in changes, the opt-out will no longer apply to the residence, and the meter(s) will be replaced with an AMI meter.
- 15. Multi-unit dwellings with homeowner and condominium associations may not collectively opt-out of AMI meter installations on behalf of individual residents who are members of the association. Individual residents who are owners of their residences and have individual connections for electric, gas, and water may submit a request for to opt-out pursuant to the requirements set forth herein.

2.

Sec. 24-28 – 24-40. Reserved.

3.

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

BE IT AND IT IS HEREBY ORDAINED

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

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Bid Award/Purchases
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	New World (Tyler Technologies) calendar year 2024 software maintenance cost invoice
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Bartow County has submitted the calendar year 2024 software maintenance cost invoice for the New World (Tyler Technologies) system that is used by our Fire and Police Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$43,734.43.
<b>LEGAL:</b>	N/A

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

Invoice Date: January 18, 2024

Due Date: February 1, 2024

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

Please mail payment  
Attn: Alecia Hendrix

To bill for **New World (Tyler Technologies)** maintenance cost for calendar year 2024  
City of Cartersville Share \$ 43,734.43  
19.30% of \$226,603.27

**Total Due: \$ 43,734.43**

*C. Freddy*  
MAR - 7 2024

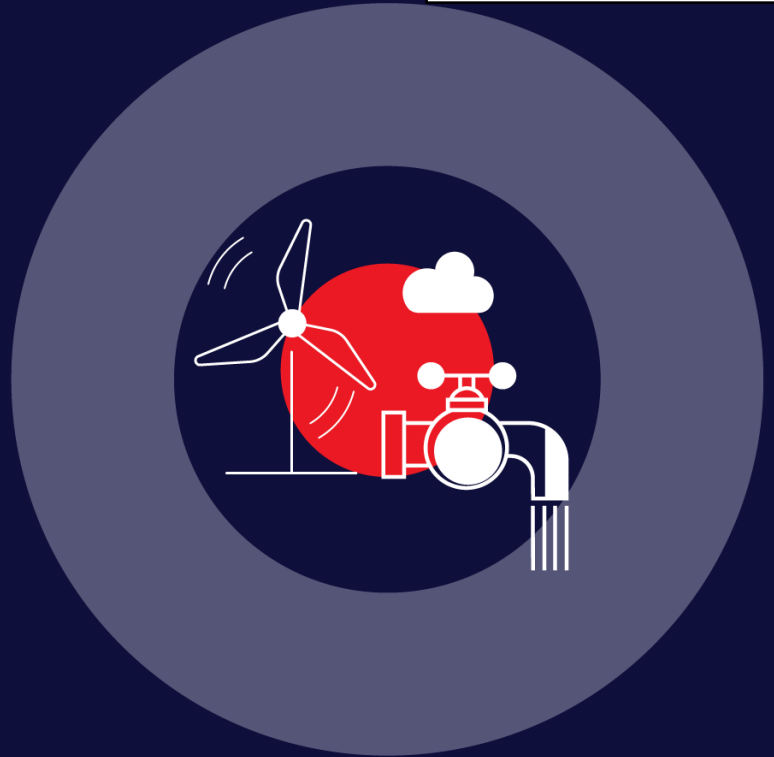
<b>APPROVED</b>	Date: / /
<b>Administrative</b>	Dept Head:
<b>Dept</b>	City Manager:
Charge Account:	Amount:
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## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Administration
<b>AGENDA ITEM TITLE:</b>	SpryPoint Customer Portal: PDF bill statements
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	SpryPoint has provided a no cost change order that addresses pulling and displaying PDF bill statements for the Customer Portal. The no cost change order needs Council approval and an authorized signature from the Mayor.
<b>LEGAL:</b>	N/A





# Change Order

City of Cartersville

SpryEngage Project

Pull and Display PDF Bill Statements

Change Order#: 1876

February 13, 2024

# 1. Change Order Summary

Pull and Display PDF Bill Statements	Pricing
Professional Services	\$12,200.00
Discount	\$(12,200.00)
<b>Total Professional Services</b>	<b>\$0.00</b>
Estimated Travel Costs	\$0.00
<b>Grand Total Price</b>	<b>\$0.00</b>

## 2. Change Order Details

### 2.1. Scope

Per the SOW, in order to provide the City of Cartersville's customers with the capability to view their bill statements directly within SpryEngage, Cartersville must provide the corresponding PDF files, enabling SpryEngage to seamlessly display these statements to users.

The City of Cartersville follows two distinct streams of bill rendering based on customer e-bill preferences. Customers receiving paper bills have their bills rendered and printed by Arista, the bill print vendor. Electronic billing customers have their bill rendered as PDFs through the CSMWS using a Crystal Reports template, facilitated by Invoice Cloud. This enables customers to access the PDF renderings through the Customer Web portal and Invoice Cloud. In each case, there is no mechanism for Cartersville to directly supply the necessary PDFs of the bill statements to SpryEngage.

Following an investigation by the SpryEngage team, it has been determined that retrieving the PDF statements from Cartersville's servers is feasible and can be leveraged to make them available within the SpryEngage customer portal via an enhancement to SpryEngage.

## 2.2. Details of Work

### Get and Display PDF Bill Statements:

The proposed solution revolves around facilitating the acquisition and display of PDF bill statements within SpryEngage. When a customer logs into SpryEngage, they will be able to view all the bill statements that are available in the CSM database. The ability to view these statements as PDFs will depend on whether they are available in CSMWS to be pulled over. If the statement is not available or connection to the CSMWS is not available, SpryEngage will display a message that the PDF is not available.

Efforts will be focused on implementing a process for retrieving any available PDF bill statements from Cartersville's servers, and making them accessible within SpryEngage. The solution will utilize the same CSMWS.

### Assumptions

1. SpryPoint will need internal/external URLs for CSMWS as well as username and password for the test and production instances of the CSMWS. This will allow SpryEngage to query the CSMWS for PDF statements.
2. SpryEngage will make a request to CSMWS to retrieve a PDF statement for a specific statement number. The time it takes to open the bill in SpryEngage will be dependent on CSMWS.
3. Only bill statements made available to SpryEngage by CSMWS will be viewable by Cartersville's customers.
4. SpryEngage will display the PDFs as-is. SpryEngage will not adjust the content of the PDFs.
5. Cartersville is responsible for the availability and maintenance of Cogsdale Web Service and Crystal Reports template.
6. Any changes to the Cogsdale environment or Cogsdale configuration impacting the **Pull and Display of the PDF Bill statements** functionality may result in a Change Order from SpryPoint .
7. Cartersville is responsible for ensuring the test and production CSMWS interfaces are identical as SpryPoint will be developing this solution using the test CSMWS. The production SpryEngage will utilize the production CSMWS on/after go-live.

## 2.3. Assumptions

This Change Order is subject to the original terms and conditions of the SpryPoint Master Subscription Agreement signed September 7, 2023. If there are any conflicts in this agreement versus the Master Subscription Agreement, this agreement shall prevail.

1. Currency is in USD.
2. Quote is valid until March 22, 2024.
3. Services to be performed remotely.
4. Outstanding SaaS fees previously invoiced (INV-1592) shall be immediately paid in full.
5. The delivery of the enhancement is estimated to be at the end of June 2024.
6. There are some configuration items that the project teams can work through in the interim, assuming the third party environments are available. However, once we get through these items, we will pause the project until we take delivery of the enhancement.

## 3. Additional Travel

Not Applicable.

## 4. Estimated Project Schedule

Main Phase / Task	Start Date	End Date
Change Order #1876 Signed-off	2024-03-22	2024-03-22

\*\*\* The overall project schedule will need to be revised to reflect the development delivery dates of this and other development items in scope for the

project. All dates are tentative and will not be confirmed until after the Change Order is signed.

## 5. Approvals

### SpryPoint

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

### City of Cartersville

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Water
<b>AGENDA ITEM TITLE:</b>	Sweitzer Engineering Services Agreement and Task Orders
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>The Engineering Services Agreement between the City and Sweitzer Engineering, Inc. has expired and needs to be renewed to continue hiring this firm for engineering services. This is a standard form of agreement used between the City and other engineering firms.</p> <p>Task Order 2B is for construction management services during the Grassdale Road Water Main Relocation project. The proposed cost for these services is \$168,000.00.</p> <p>Task Order 5A is for construction management services for the Altitude and Check Valve Replacement project. The proposed cost for these services is \$70,000.00.</p> <p>We recommend approval of the Agreement and both Task Orders. These are budgeted expenses.</p>
<b>LEGAL:</b>	Reviewed and approved by City Attorney

## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of this the **1st day of January, 2024** (“Effective Date”) between **CITY OF CARTERSVILLE, GEORGIA**, a political subdivision of the State of Georgia, (“Owner”) and **SWEITZER ENGINEERING, INC.**, a corporation authorized to conduct business in the State of Georgia, (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement for a Specific Project will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

### ARTICLE 1 - SERVICES OF ENGINEER

- 1.01 *Scope:* Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."
- 1.02 *Task Order Procedure:* Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement, Articles 1 through 8.
- 1.03 *Previous Task Orders:* Task Orders duly authorized under previous terms of this Agreement, and which remain active as of the effective date of this Agreement, shall carry forward under the terms and conditions of this current Agreement. The previous Task Orders which are to be carried forward as of the date of this Agreement are listed in Article 9 herein.

### ARTICLE 2 - OWNER’S RESPONSIBILITIES

- 2.01 Owner shall have the responsibilities set forth herein and in each Task Order.
- 2.02 Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit B.
- 2.03 For each Task Order Owner shall provide Owner’s requirements including project scope, design objectives and constraints; capacity and performance requirements, make available all pertinent existing data; make known any special or extraordinary considerations or special services needed; examine and respond promptly to Engineer's submissions; and give prompt notice to Engineer whenever any defect in the Work is observed by, or otherwise becomes known to, the Owner.
- 2.04 For each Task Order Owner shall advise Engineer in writing at an early date if there are budgetary limitations and employ an independent cost estimator if formal cost estimates are required.
- 2.05 Whenever required and authorized by the Owner, upon recommendation of the Engineer, furnish and pay for services of others, such as, analytical laboratory services; geotechnical investigations and subsurface explorations, with appropriate professional interpretation thereof; field surveys such as property, boundary, easement, rights-of-way, topographic, and utility surveys; all of which Engineer may rely upon in performing

his services for each Task Order. Payment for such services shall be made by Owner directly to the providers of the services.

- 2.06 Authorize Engineer to provide appropriate Additional Services as required and set forth in the Task Orders.
- 2.07 Furnish approvals and permits from all governmental agencies and other issuing authorities having jurisdiction over the Specific Projects and pay any applicable filing fees and sales or other tax applicable thereto.
- 2.08 Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Projects as set forth in the Owner-approved Standard General Conditions. Owner shall require Contractor to name Engineer and its Consultants as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

### **ARTICLE 3 - TERM; TIMES FOR RENDERING SERVICES**

- 3.01 *Term:* This Agreement shall be effective and applicable to Task Orders issued hereunder until December 31, 2025. Thereafter, the parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.
- 3.02 *Times for Rendering Services:* The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 3.03 *Times for Construction-related Services:* For Task Orders including construction-related professional services, Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding the number of months indicated in the Task Order. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

### **ARTICLE 4 - INVOICES AND PAYMENTS**

- 4.01 *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- 4.02 *Payments:* If Owner fails to make any payment due Engineer within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 7% per annum and Engineer, after giving seven days written notice to Owner, may suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

### **ARTICLE 5 - OPINIONS OF CONSTRUCTION COST**

- 5.01 Any and all opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary significantly from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.



## ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.01 *Standards of Performance:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Subsequently evolved standards shall not be applied in judging Engineer's services. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- 6.02 *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.03 *Compliance with Laws and Regulations:* Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-provided policies and procedures pursuant to the standard of care set forth in Paragraph 6.01, and to the extent compliance is not inconsistent with professional practice requirements.
- 6.04 *Certifications:* Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- 6.05 *General Conditions of the Construction Contract:* The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.
- 6.06 Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site(s), nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- 6.07 It is understood that during construction phase services Engineer will endeavor to protect Owner against defects and deficiencies in the Work of contractor(s), however Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 6.08 Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.
- 6.09 *Design without Construction Review:* It is Owner's intent that Engineer's services under this Agreement include customary services during each Specific Project's bidding/negotiation and construction phases. Engineer shall be responsible only for those Construction Phase services itemized and expressly required of Engineer in the authorizing Task Order. However, if Owner does not authorize Engineer to provide services during the Construction Phase of any project, or terminates this Agreement prior to completion of construction of any project, then Owner assumes full responsibility for the application and interpretation of the Contract Documents, for contract administration, construction observation and review, or other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

- 6.10 *Use of Documents:* All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; and (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants. Engineer acknowledges that Documents prepared under this Agreement and submitted to Owner are subject to the Open Records Act, O.C.G.A. § 50-18-70.
- 6.11 *Insurance:* At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Exhibit D. In the event that a specific project exceeds the insurance requirements referenced in Exhibit D, the Engineer, if it accepts said project, may procure project specific insurance in the amount of the project.
- 6.12 *Suspension:* Owner may suspend a Task Order for any reason upon seven days written notice to Engineer. If Engineer's services are substantially delayed through no fault of Engineer, then Engineer, after giving seven days written notice to Owner, may suspend services under a Task Order.
- 6.13 *Termination:* The obligation to provide further services under this Agreement, or under an individual Task Order, may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party. In the event of any termination under Paragraph 6.13, Engineer will be entitled to invoice Owner and to receive full payment for all services performed and all Reimbursable Expenses incurred through the effective date of termination.
- 6.15 *Successors, Assigns, and Beneficiaries:* Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 6.16 *Dispute Resolution:* Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute. If the parties fail to resolve a dispute through negotiation, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights under law.
- 6.17 *Environmental Condition of Sites:* With respect to each Task Order, Specific Project, and Sites, the parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous

Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- 6.18 *Engineer's Limitation of Liability:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total compensation received by Engineer under such Task Order or \$1,000,000 for such Task Order, whichever amount is greater.

## ARTICLE 7 – MISCELLANEOUS PROVISIONS

- 7.01 *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 7.02 *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 7.03 *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- 7.04 *Defined Terms:* Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in a Task Order, or in "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition).
- 7.05 *Designated Representatives:* With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to negotiate and execute Task Orders, transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party.
- 7.06 *Conflict of Interest:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of "O.C.G.A. § 36-80-28. Role of consultants; disclosures; application" and shall (1) avoid any appearance of impropriety, follow the policies and procedures of Owner; (2) immediately disclose to the Owner any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest; and, (3) acknowledge that any violation or threatened violation of the agreement will entitle Owner to seek injunctive relief in addition to all other legal remedies.
- 7.07 *Immigration Reform Compliance:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of the "Georgia Security and Immigration Compliance Act" {O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1 et seq.} and the Immigration Reform and Control Act of 1986 {8 USC § 1621 (c)} and will provide the required documentation regarding said compliance. The Contractor affirms it has registered with, is authorized to use, and uses the federal work authorization program (also known as E-Verify), and that it will contract for the physical performance of services only with subcontractors who present an affidavit with the same information required of the Engineer. Engineer also affirms it will designate a person to provide the required SAVE affidavit and associated secure and verifiable document.

- 7.08 *Acknowledgement per O.C.G.A. §36-80-28(c)(3).* Engineer acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the county, municipality, school board, or other local governmental entity, entitling such county, municipality, school board, or other local governmental entity to seek injunctive relief in addition to all other legal remedies.
- 7.09 *Total Agreement:* This Agreement (including the expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer for Task Order services and supersedes all prior oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 7.10 *Controlling Law:* This Agreement is to be governed by the law of the State of Georgia.

**ARTICLE 8 - EXHIBITS**

8.01 Exhibits: The following Exhibits and attachments are hereby made a part of this Agreement:

- Attachment 1, Task Order Form
- Attachment 2, Previous Task Orders to be carried forward under this Agreement
- Exhibit A, Engineer’s Services
- Exhibit B, Payments to Engineer for Services and Reimbursable Expenses
- Exhibit C, Duties, Responsibilities and Limitations of Authority of Resident Project Representative
- Exhibit D, Insurance

**ARTICLE 9 – PREVIOUS TASK ORDERS CARRIED FORWARD**

- 9.01 Task Order No. 1: General Consultation – Water and Sewerage Systems
- 9.02 Task Order No. 2A: Grassdale Road Water Main Relocation – Bidding Phase and
- 9.03 Task Order No. 2B: Grassdale Road Water Main Relocation – Construction Phase.
- 9.04 Task Order No. 3: Overlook Parkway Gravity Sewer - Study Phase through Bidding Phase.
- 9.05 Task Order No. 4: Overlook Parkway Sewer Pump Station – Prelim Design through Bidding Phase.
- 9.06 Task Order No. 5A: Altitude and Check Valve Replacements – Construction Phase.
- 9.07 Task Order No. 6: West Side Water Tank - Preliminary Design Phase.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:  
CITY OF CARTERSVILLE, GEORGIA

ENGINEER  
SWEITZER ENGINEERING, INC.

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

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

[AFFIX SEAL]

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

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

Address for giving notices:

Address for giving notices:

PO Box 1390

680 Douthit Ferry Road

Suite 105

Cartersville, Georgia 30120

Cartersville, Georgia 30120

DESIGNATED REPRESENTATIVE  
(Paragraph 7.05):

DESIGNATED REPRESENTATIVE  
(Paragraph 7.05):

J. Sidney Forsyth

John H. Sweitzer, P.E.

Title: Water Department Director

Title: President

Phone Number: 770-607-6234

Phone Number: 678-569-4290

Facsimile Number: 770-606-2386

Facsimile Number: 678-569-4294

E-Mail Address: sforsyth@cityofcartersville.org

E-Mail Address: jsweitzer@sweitzerengineering.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:  
CITY OF CARTERSVILLE, GEORGIA

ENGINEER  
SWEITZER ENGINEERING, INC.

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

By: John H. Sweitzer

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

Name: JOHN H. SWEITZER

Title: PRESIDENT

[AFFIX SEAL]

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

Date Signed: MARCH 12, 2024

Address for giving notices:

Address for giving notices:

PO Box 1390

680 Douthit Ferry Road

Suite 105

Cartersville, Georgia 30120

Cartersville, Georgia 30120

DESIGNATED REPRESENTATIVE  
(Paragraph 7.05):

DESIGNATED REPRESENTATIVE  
(Paragraph 7.05):

J. Sidney Forsyth

John H. Sweitzer, P.E.

Title: Water Department Director

Title: President

Phone Number: 770-607-6234

Phone Number: 678-569-4290

Facsimile Number: 770-606-2386

Facsimile Number: 678-569-4294

E-Mail Address: sforsyth@cityofcartersville.org

E-Mail Address: jsweitzer@sweitzerengineering.com

**TASK ORDER NO. 2B**

**Consisting of 2 pages.**

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

1. Specific Project Data

Title: **GRASSDALE ROAD WATER MAIN RELOCATION**

Description: A Project to relocate City of Cartersville water facilities in conflict with proposed roadway improvements along Grassdale Road consisting of 1.18 miles of curb & gutter on both sides and sidewalk on one side, from Cassville Rd (SR293) to Joe Frank Harris Parkway ((US41/SR30/SR20). The Project of water facility relocation will consist generally of 8-inch or 12-inch water main to replace existing smaller distribution piping and reconnection of services and reconnection of the new main to existing mains at each intersection. The Study, Design, and Bidding Phases of the Project were completed under Task Orders No. 2 and 2A.

This Task Order 2B is intended to describe engineering services for the Construction Phase.

The Project is to be constructed under one Construction Contract awarded to HD-Excavations & Utilities, LLC for a base bid of \$2,581,475 for completion ready for final payment within 260 calendar days after date when the contract time commences to run.

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

Study and Report Services

Design Services

Bidding or Negotiating Services

✓ Construction Services

✓ Resident Project Representative Services

✓ Additional Services, if authorized

3. Owner Responsibilities

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

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
Study and Report	Completed
Design	Completed
Bidding or Negotiation	Completed under Task Order No. 2A
Construction	Estimated 12 months from NTP
Resident Representative	Estimated 9 months from NTP
Additional Services	TBD at the time of authorization

**TASK ORDER NO. 2B**

5. Payments to Engineer by Owner

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study and Report	Hourly, plus Reimbursable Expenses	Completed
Design	Hourly, plus Reimbursable Expenses	Completed
Bidding or Negotiation	Hourly, plus Reimbursable Expenses	Completed
Construction	Hourly, plus Reimbursable Expenses	\$ 80,000
Resident Representative	Hourly, plus Reimbursable Expenses	\$ 88,000
Additional Services	Hourly, plus Reimbursable Expenses	TBD when authorized

6. Consultants to be utilized: None.

7. Other Modifications to Agreement:

A description of services provided shall be included on Engineer's invoices.

8. Attachments: None.

9. Documents Incorporated by Reference: None.

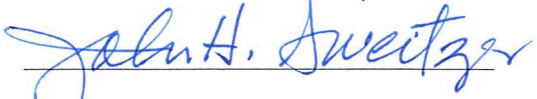
10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order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

The Effective Date of this Task Order is **January 01, 2024**

OWNER  
**CITY OF CARTERSVILLE, GA**

ENGINEER  
**SWEITZER ENGINEERING, INC.**

By: \_\_\_\_\_

By: 

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

Name: John H. Sweitzer

Title: \_\_\_\_\_

Title: President

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

Date: 3/01/24



# TASK ORDER NO. 5A

Consisting of 2 pages

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

1. Specific Project Data

Title: **ALTITUDE AND CHECK VALVE REPLACEMENTS**

Engineer's Project No. **338-114**

Description: A Project to replace existing 16-inch altitude and 20-inch check valves at the City of Cartersville's Morningside Drive Water Tank and Fairview Street Water Tank in the City of Cartersville, including repairs and/or modification to the related valve pits and piping. This Task Order No. 5A is intended to describe engineering services for the Construction Phase.

This Task Order No. 5A is intended to describe engineering services for the Construction Phase.

The Project is to be constructed under one Construction Contract awarded to C.H. Kirkpatrick & Sons Welding Service, Inc. in the total Lump Sum Bid amount of \$576,765.30 for completion and ready for final payment within 210 calendar days after date when the contract time commences to run.

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

Preliminary Design

Final Design and Bidding Documents

Bidding or Negotiating Phase

✓ Construction Phases

✓ Resident Project Representative Services

✓ Additional Services, if authorized

3. Owner Responsibilities

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

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
Study and Report	Completed under Task Order No. 1
Preliminary Design	Completed under Task Order No. 5
Final Design & Bidding Documents	Completed under Task Order No. 5
Bidding or Negotiation	Completed under Task Order No. 5
Construction	Estimated 9 months from NTP
Resident Representative Services	Estimated 7 months from NTP
Additional Services	TBD at the time of authorization

TASK ORDER NO. 5A

5. Payments to Engineer by Owner

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study & Report	Hourly, plus Reimbursable Expenses	Completed
Design	Hourly, plus Reimbursable Expenses	Completed
Bidding or Negotiation	Hourly, plus Reimbursable Expenses	Completed
Construction	Hourly, plus Reimbursable Expenses	\$ 25,000
Resident Representative	Hourly, plus Reimbursable Expenses	\$ 30,000
Additional Services	Hourly, plus Reimbursable Expenses	\$15,000 allowance

6. Consultants to be utilized: None.

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

8. Attachments: None.

9. Documents Incorporated by Reference: None.

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

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

OWNER  
CITY OF CARTERSVILLE, GA

ENGINEER  
SWEITZER ENGINEERING, INC.

By: \_\_\_\_\_

By: 

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

Name: John H. Sweitzer

Title: \_\_\_\_\_

Title: President

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

Date: 3/01/24

Attachment No. 1  
TASK ORDER FORM

TASK ORDER No. \_\_\_\_\_, consisting of \_\_\_\_\_ pages.

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

1. Specific Project Data

Title: \_\_\_\_\_

Description: \_\_\_\_\_

The Specific Project is to be constructed under \_\_\_\_\_ Construction Contracts.

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

Study and Report Services

*[After reviewing Part 1 of Exhibit A, Engineer's Services, supplement or modify Part 1 as needed for the Specific Project and attach, reference, or insert specific text here.]*

Design Services

*[After reviewing Part 2 of Exhibit A, Engineer's Services, supplement or modify Part 2 as needed for the Specific Project and attach, reference, or insert specific text here.]*

Bidding or Negotiating Services

*[After reviewing Part 3 of Exhibit A, Engineer's Services, supplement or modify Part 3 as needed for the Specific Project and attach, reference, or insert specific text here.]*

Construction Services

*[After reviewing Part 4 of Exhibit A, Engineer's Services, supplement or modify Part 4 as needed for the Specific Project and attach reference, or insert specific text here.]*

Resident Project Representative Services

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

*[If RPR services are not in the scope of the Task Order, do not include any references to RPR services from Exhibit A in any attached, referenced, or inserted specific text regarding Construction Phase services and do not include Exhibit D with the Task Order.]*

Additional Services

*[After reviewing Part 5 of Exhibit A, Engineer's Services, supplement or modify Part 5 as needed for the Specific Project and attach, reference, or insert specific text here.]*

Attachment No. 1  
TASK ORDER FORM

Meeting: March 21, 2024 Item 27.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:  
[Here state any additions or modifications to Exhibit B, for this Specific Project.]

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____

5. Payments to Engineer by Owner

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
_____	_____	_____

6. Consultants to be utilized:

7. Other Modifications to Agreement:

8. Attachments:

9. Documents Incorporated By Reference:

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

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

OWNER:  
**CITY OF CARTERSVILLE,  
GEORGIA**

ENGINEER:  
**SWEITZER ENGINEERING, INC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

e

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 01, 2024.

## **Engineer's Services**

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### **PART 1 – STUDY AND REPORT PHASE SERVICES**

*1.01 Study and Report Phase:* The Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Article 2.05 of the Agreement, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project to be designed or specified by Engineer, including but not limited to Georgia Environmental Protection Division (EPD) permitting.
4. Identify and evaluate reasonable alternate solutions available to Owner for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends.
6. Furnish up to three (3) review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.
7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Task Order.
8. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

### **PART 2: DESIGN ACTIVITIES**

*2.01 Preliminary Design Phase:* Engineer shall on the basis of Owner's acceptance, selection, and authorization of initial studies and reports for the Specific Project:

1. Consult with the Owner to define and clarify Owner's requirements for the Project and prepare Preliminary Design Phase documents consisting of design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. Advise Owner if additional reports, data, information, or services of the types described in Article 2.05 of the Agreement are necessary and assist Owner in obtaining such reports, data, information, or services, and, if requested, assist Owner in obtaining such data and services.
3. Coordinate necessary field surveys, measurements, topographic and utility mapping, and other such services by others for design purposes as Additional Services under Article 2.05.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project.
5. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost.
6. Furnish up to three (3) copies of the Preliminary Design Phase documents to, and review them with, Owner.
7. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to and reviewed with Owner.

2.02 *Final Design Phase:* Engineer shall:

1. On basis of Preliminary Design Phase documents and revised Opinion of Probable Construction Cost accepted by Owner, prepare final Drawings, Specifications and Bidding documents indicating the scope, extent, and character of the Work to be performed, with such Final Design Phase documents being sufficient and adequate to enable Owner's construction Contractor to accurately bid and perform the Work required to complete the Specific Project. Where appropriate, prepare Specifications in general conformance with the format of the Construction Specifications Institute.
2. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
3. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related bidding documents.
4. Submit up to three (3) final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order for review by Owner.
5. Prepare for, coordinate with, participate in, and respond to review processes requested by Owner; and perform or furnish services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
6. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.

7. Engineer's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to Owner.

### **PART 3: BIDDING OR NEGOTIATION**

*3.01 Bidding or Negotiating Phase:* The Engineer shall:

1. After acceptance by Owner of Final Design Documents including the most recent opinion of probable Construction Cost, assist Owner in advertising for and obtaining bids (or negotiating proposals) for the Work and.
2. Maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor charges for accessing the Bidding Documents.
3. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Consult with and advise Owner as to the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the bid opening, prepare bid tabulations, and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for the Work.
7. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors

### **PART 4: CONSTRUCTION**

*4.01 Construction Phase:* Engineer shall provide the following services commencing with the execution of the Construction Agreement for a Specific Project or any part thereof:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions. The Engineer shall not have authority to bind the Owner to any change in the Contract Price or to the Contract Time as expressed in the construction contract between Owner and Contractor.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit,

extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit C.

2. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
3. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
5. *Visits to Site and Observation of Construction:* In connection with observations of Work in progress, make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but not less than once per month, to observe the progress and quality of Contractor's executed Work and to determine in general if such Work is proceeding in accordance with the approved Contract Documents. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
6. Engineer shall keep Owner informed of the progress of the Work.
7. Engineer shall not, during site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Subject to limitations in the Contract Documents, Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project.



11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to any provisions below regarding additional compensation for evaluation of such substitute or "or equal" submittals.
12. *Inspections and Tests*: Require such special inspections or tests of the Work by others as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).
15. *Substantial Completion*: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
16. *Final Notice of Acceptability of the Work*: Conduct a final payment inspection to determine if the completed Specific Project of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
17. *Record Drawings*: Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
18. *Duration of Construction Phase*: The Construction Phase will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts

## **PART 5– ADDITIONAL SERVICES**

5.01 *Additional Services:* Normal and customary Engineering services do not include services in respect of the following categories of Work which are usually referred to as Additional Services. Owner shall instruct Engineer to perform any Additional Services required for the Specific Project and shall pay Engineer therefore as Additional Services. Additional Services include, but are not limited to, the following:

1. Services resulting from significant changes in the extent, scope or character of the Specific Project or the Owner's schedule; major changes in documentation previously accepted by Owner where changes are due to causes beyond Engineer's control; prolongation of the construction Contract Time by more than 60 days for any reason; default by Contractor or subcontractors, changes in laws, rules, regulations, ordinances, codes, standards enacted subsequent to the date of the Task Order for a Specific Project.
2. Preparation of applications and supporting documents for private or governmental grants or loans in connection with a Specific Project; preparation or review environmental assessments and impact statements; and review and evaluation of statements and documents prepared by others.
3. Providing field surveys for staking out the Work for Contractors or any type of land surveying.
4. Preparation or review of environmental assessments and impact statements, wetlands permits, US Fish & Wildlife or Corps of Engineer's permits and/or assistance in obtaining the approval of authorities with such jurisdictions.
5. Preparation and filing of applications and accompanying documents for land disturbance (Erosion & Sediment Control) permits, railroad crossing permits, highway utility encroachment permits and/or assistance in obtaining the approval of issuing authorities.
6. Preparation of Notice of Intent (NOI), Notice of Termination (NOT), and monitoring responsibilities related to the Georgia EPD General Permit for Discharge of Storm Water Associated with Construction Activity, including preparation and implementation of a Comprehensive Monitoring Program.
7. Preparation of operation and maintenance manuals, extensive assistance during start-up or initial utilization of the Specific Project, or training of Owner's personnel.
8. Preparation to serve or serving as a consultant or witness for Owner to any litigation, public hearing, or other legal or administrative proceeding related to any Specific Project.
9. Services attributable to more than two (2) prime construction contracts for a Specific Project.
10. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.
11. Other services proposed to be performed or furnished by Engineer not otherwise provided for in this Agreement.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 01, 2024.

### **Payments to Engineer for Services and Reimbursable Expenses**

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Article 2 of the Agreement (Owner’s Responsibilities) is amended and supplemented to include the following agreement of the parties:

2.01 *Method of Payment:* Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates

2.02 *Explanation of Methods:*

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses. The portion of the Lump Sum amount billed monthly for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendix 1.
3. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January 1 to reflect equitable changes in the compensation payable to Engineer.

2.03 *Reimbursable Expenses:* Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Delivery and shipping costs; long-distance telephone tolls; subsistence, mobile telephone costs, and mileage of Resident Project Representatives; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required to be furnished under Exhibit A.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.

2.04 *Serving as a Witness:*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding at a rate of 1.5 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

2.05 *Other Provisions Concerning Payment:*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

- B. *Estimated Compensation Amounts:*

- 1. Engineer's estimate of the amounts that will become payable for services paid by the Standard Hourly Rates method are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **APPENDIX 1 to EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 01, 2024.

Current agreements for engineering services stipulate that the standard hourly rates for services are subject to review and adjustment per Exhibit C. Hourly rates for services effective on the date of this Agreement are:

Principal	\$190.00/hour
Sr. Project Manager, P.E.	\$170.00/hour
Project Manager, P.E.	\$155.00/hour
Project Engineer, P.E.	\$130.00/hour
Engineer or Sr. Designer	\$100.00/hour
Sr. CAD Technician/Designer	\$ 85.00/hour
Jr. CAD Technician/Designer	\$ 70.00/hour
Engineering Intern	\$ 45.00/hour
Resident Project Representative II	\$ 65.00/hour
Resident Project Representative I	\$ 57.50/hour
Administrative or Clerical Staff	\$ 55.00/hour

**Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit B. Rates for Reimbursable Expenses effective on the date of this Agreement are:

Mileage	IRS rate/mile
Resident Project Rep Equipment	at cost
Postage and Package Delivery Service	at cost
Plans & Specifications Reproduction	at cost
Sub-consultants are invoiced with no mark-up.	at cost
All other expenses are invoiced with no mark-up.	at cost

Hourly rates in this schedule subject to annual adjustment in January of each year.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Service, Task Order Edition** dated January 01, 2024.

## **Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

### D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
  - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
    - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
    - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
    - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  - 4. *Liaison:* Serve as Engineer's liaison with Contractor working principally through Contractor's authorized representative and assist in providing information regarding the intent of the Contract Documents. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  - 5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:* Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Start-ups:*
  - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.
10. *Records:*
  - a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
  - b. Prepare a daily report, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - d. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.
11. *Reports:*
  - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
  - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
  - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- D. Resident Project Representative shall *not*:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
  - 3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
  - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
  - 5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
  - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.



This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 01, 2024.

## **Insurance**

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Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties.

A. *Insurance:* The limits of liability for the insurance required by Paragraphs 6.11 of the Agreement are as follows:

1. *By Engineer:*

- |    |  |              |
|----|--|--------------|
| a. | Workers' Compensation:   | Statutory    |
| b. | Employer's Liability –   |              |
| 1) | Each Accident:   | \$ 100,000   |
| 2) | Disease, Policy Limit:   | \$ 100,000   |
| 3) | Disease, Each Employee:  | \$ 100,000   |
| c. | General Liability –  |              |
| 1) | Each Occurrence<br>(Bodily Injury and Property Damage):                        | \$ 1,000,000 |
| 2) | General Aggregate:   | \$ 2,000,000 |
| d. | Excess or Umbrella Liability – (Not included)                                  |              |
| e. | Automobile Liability –   |              |
| 1) | Combined Single Limit<br>(Bodily Injury and Property Damage):<br>Each Accident | \$ 1,000,000 |
| f. | Professional Liability –   |              |
| 1) | Each Claim Made:   | \$ 1,000,000 |
| 2) | Annual Aggregate:  | \$ 2,000,000 |



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Parks and Recreation
<b>AGENDA ITEM TITLE:</b>	Matthew Hill Project – Addition of Pavilion Construction Documents
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	<p>Parks and Recreation is seeking approval to add pavilion construction documents as a change order to the Matthew Hill Stadium Steps Project. The proposed pavilion will cover two basketball courts, which is currently a tennis court. The pavilion will allow year-round use and serve as an event space for the community.</p> <p>The change order documents will have a scope of work that consists of a Schematic Design of \$6,380.00, Construction Documents of \$23,430.00, Construction Administration of \$14,850.00, and a 3D Rendering which is optional for \$7150.00. The total cost of the change order will be \$51,810.00. An estimated cost for the addition of the pavilion is \$800,000.00. Staff recommends approval.</p>
<b>LEGAL:</b>	Reviewed by Archer & Lovell

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# Proposal for Architectural & Engineering Services

Matthew Hill Park, City of Cartersville, Bartow County, Georgia

Basketball Pavilion Structure

March 18, 2024

Presented to:



City of Cartersville  
Parks & Recreation Department  
100 Pine Grove Rd  
Cartersville, GA 30120

Steve Roberts  
Director of Parks & Recreation  
sroberts@cityofcartersville.org



850 Center Way  
Norcross, GA 30071

(770) 453-1410  
[pdengineers.com](http://pdengineers.com)



## Project Outline:

Dear Mr. Roberts,

Patterson & Dewar Engineers, Inc. (P&D) is pleased to provide this proposal for professional design services. P&D understands that The City of Cartersville endeavors to erect a new pre-engineered metal canopy structure at the location of the existing tennis / basketball courts at Matthew Hill Park. Proposed structure / program is as follows:

- Approximate 125' x 125' gabled pre-engineered metal building (PEMB), roof only (no walls)
- 25' clear height over courts (will be covering two basketball courts approx 100' x 50' each)
- Hi-Bay shielded lights, will tie into existing panel / circuit currently used for tennis court lights
- New foundation and slab design
- New basketball court finishing (specs to be provided by City's Park & Rec Department)

## Scope of Services:

### Schematic Design

The Designer shall provide initial design floor plans, elevations, and section drawings incorporating the proposed project outline criteria. Schematic Design package shall be submitted to the Program Manager for review, comment, and approval. One (1) initial site visit is included by the Designer and Electrical Engineer to assess existing conditions and kick-off project.

### Construction Documents

Upon approval of the Schematic Design drawings, the Designer shall prepare detailed Contract Documents (Construction Documents / CDs) to include work and expenses incurred for Architecture, Structural (Foundation Only), and Electrical Engineering. Specifications will be included on the Construction Documents, no bound specifications shall be provided.

### Permitting Services

The Designer shall submit the construction documents to the Authority Having Jurisdiction for plan review and issuance of permit. All plan review fees (if not waived by the AHJ) will be passed to the City with no markup. Awarded / Licensed General Contractor will be responsible for pulling the permit.

### Construction Administration

The Designer will provide construction administration services including (i) issuing timely responses to contractor's Requests for Information and other requests for clarification; (ii) reviewing and approving (or taking other appropriate action in connection with) contractor's submittals and shop drawings, if any, and rejecting nonconforming work, (iii) attending biweekly Owner-Architect-Contractor (OAC) meetings, (iv) site observations of construction progress, (v) review of contractor pay application.

1. Site Visits / Meetings: four (4) OAC meetings; Two (2) additional site visits by the Architect; One (1) site visit total by the Structural and Electrical Engineers
2. Punch List Preparation – Construction Administration also includes preparation of a punch list at Substantial Completion and a final punch list walk-thru with the Contractor and Program Manager.

### 3D Rendering

The Designer will create a 3D Rendering of the proposed site improvements, which will depict the basketball pavilion structure and stadium step improvements. Two views will be provided.



## Cost Proposal

Schematic Design:	\$6,380
Construction Documents:	\$23,430
Construction Administration:	\$14,850
3D Rendering:	\$7,150
<b>TOTAL LUMP SUM FEE:</b>	<b>\$51,810</b>

P&D will provide the services described including all labor, materials and expenses, project management and coordination throughout the project for the Fixed Fee of **\$51,810**

## Additional Services

Additional services not described in this proposal can be performed by either a separate proposal or on an hourly basis, with compensation as per our P&D hourly rate schedule in effect at the time of request.

## Exclusions

Exclusions include, but are not limited to:

- Attendance at Public Hearings or Zoning Commission Meetings is not included. If required will be provided on an hourly basis.
- Landscape Architecture
- Site Lighting
- Lightning protection
- Irrigation Design
- Additional Land Surveying
- Third Party testing and observation
- Furniture, Fixtures, and Equipment selection and/or procurement
- Audio / Visual / Lighting
- Low-Voltage / IT (data, voice, fax, server, telecom) design (coordination with Owner engaged Low-Voltage provider is included)
- Fire Sprinkler System Design (if required to be provided by General Contractor’s sub-contractor)
- Fire Alarm System Design (if required to be provided by General Contractor’s sub-contractor)
- Construction cost estimating
- Issue of Special Inspections Schedule is included in the design scope. Managing special inspections is not included as a part of this proposal. A Special Inspector and Commissioning / Testing Firm will manage and provide reports to the Owner, Contractor, Architect and local authority if required. Contractor is required to correct deficiencies based on the reports.
- Animations are excluded
- Site Retaining Walls
- Deep foundations (including but not limited to piers and piles)
- Pre-Engineered Metal building structural design is a deferred design by the pre-engineered metal building supplier engaged through the awarded General Contractor.



**Conclusion**

This proposal was prepared with the intent of addressing your specific needs and concerns thus far identified. P&D appreciates the opportunity to submit this proposal for professional design services.

This proposal incorporates, as if fully set forth herein, the terms and conditions of the Professional Services Agreement for STADIUM STEPS RENOVATION CIVIL DOCUMENTS – MATTHEW HILL PARK, dated November 02, 2023, between P&D and the City of Cartersville. If this proposal is acceptable to you, please sign below indicating your approval and return (1) signed copy for our files. This letter of agreement will serve as P&D’s Notice to Proceed.

Sincerely,

Zach Buffington, PLS, EIT  
Business Manager, Surveying & SUE  
Patterson & Dewar Engineers, Inc.

APPROVED: City of Cartersville

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

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











## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Contracts/Agreements
<b>DEPARTMENT NAME:</b>	Parks and Recreation
<b>AGENDA ITEM TITLE:</b>	Concession Contract
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	This item includes Contracts for Top Shelf to continue to provide our concessions for the Parks and Recreation Department. This contract will run through December 31, 2024. Top Shelf Concessions aligns with our programs and gives the City 15% of their gross monthly revenue.
<b>LEGAL:</b>	Reviewed by Archer & Lovell



**CITY OF CARTERSVILLE**  
**PARKS & RECREATION DEPARTMENT**  
**AGREEMENT FOR CONCESSION STAND OPERATOR**

**THIS IS AN AGREEMENT**, made this 21st day of March, 2024 between:

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

**and**

**TOP SHELF FOOD AND BEVERAGE MANAGEMENT LLC** hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

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

**WITNESSTH:**

**THAT WHEREAS**, the City of Cartersville is the owner of the Parks & Recreation Department's facilities, upon which are located concession stands used for the sale of concessions to the users of the park; and **WHEREAS**, the City of Cartersville has determined that the most feasible method of providing concessions for these facilities is by contracting the same to one operator under the terms and conditions hereinafter defined; and

**WHEREAS**, the CITY has made due and proper advertisement of the nature and terms of this Contract and has accepted the proposal of PROVIDER.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual considerations hereinafter set forth, the CITY and PROVIDER hereby agree to the terms and conditions hereinafter set forth:

**1. Description:** Concession rights at all of the City of Cartersville Parks & Recreation Department facilities.

**2. Terms of Contract:** Agreement will begin as of the 21st day of March, 2024 and will exist and continue through 31st day of December, 2024.

**3. Contract Amount: 15%** per month of the gross revenue of all concession stand operations will be paid upon execution and a same amount on or before the fifth (5<sup>th</sup>) day of each month thereafter that the concessions stand will be in operation including the supporting documentation on the total sales for each location to the CITY to the attention of the Parks & Recreation Director, 100 Pine Grove Road, P.O. Box 1390, Cartersville GA 30120.

**4. General Terms and Conditions:**

(a) PROVIDER will provide concessions (or shall make arrangements for doing so) during all practices, games and tournaments played at any of the Parks & Recreation Department's facilities and exceptions will require prior approval of the City of Cartersville Parks & Recreation Director.

(b) Prices of concessions, or updates to pricing, must be submitted to the Parks & Recreation Director for approval.

(c) PROVIDER will maintain the areas around the concession site within ten (10) feet thereof in a clean and orderly manner, picking up all trash, litter or debris and depositing the same in receptacles provided by Owner for that purpose.

(d) PROVIDER shall be responsible for the entire operation of concessions at each Parks & Recreation facility and in connection therewith shall (1) provide all equipment required; (2) keep concession area and equipment in a safe and sanitary condition and meet all health standards of the City/County Health Department and/or State of Georgia; (3) maintain the facility in as good condition as the same area in the beginning of this Agreement, fair wear and tear excepted.

(e) All service performed by the PROVIDER shall be prompt and courteous.

(f) CITY shall provide all utilities required to operate the premises, PROVIDER's contribution thereto being included in the rental hereinabove established.

(g) No alterations, additions or improvements to the concession facility shall be made without written permission and authority of the CITY.

(h) This agreement may not be assigned or sublet by the PROVIDER without the prior written consent of the CITY.

(i) Should PROVIDER violate any term or provision of this Contract, and fail to remedy the same within thirty (30) days' notice after default, CITY may immediately terminate the contract.

(j) Contract can be terminated by either party with a thirty (30) day written notice to the other party.

(k) CITY will maintain property and liability insurance on all facilities. PROVIDER shall obtain and show evidence of the Certificate of Liability Insurance by the delivery of the applicable insurance policy to the Parks & Recreation Director, listing the City of Cartersville as additional insured.

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

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

**(n) INSURANCE** - PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

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

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

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

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

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

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

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

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

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

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

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

**CITY:**

ATTEST:

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

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

**PROVIDER:**

BY: \_\_\_\_\_  
NAME:  
TITLE:  
COMPANY:

[AFFIX CORPORATE SEAL

NOTARY:

Who is

\_\_\_\_ personally known

or

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

who appeared before me.

\_\_\_\_\_

(Signature of Notary Public)  
Notary Public, State of Georgia Stamp/Seal

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



## CITY COUNCIL ITEM SUMMARY

<b>MEETING DATE:</b>	March 21, 2024
<b>SUBCATEGORY:</b>	Monthly Financial Report
<b>DEPARTMENT NAME:</b>	Finance
<b>AGENDA ITEM TITLE:</b>	January 2024 Financial Report
<b>DEPARTMENT SUMMARY RECOMMENDATION:</b>	Attached are the financial reports for January 2024.
<b>LEGAL:</b>	None



**MONTHLY SUMMARY**  
As of January 31, 2024

	FY 2022-23 MONTH OF January-23	FY 2023-24 MONTH OF January-24	FY 2022-23 Year to Date January-23	FY 2023-24 Year to Date January-24	100.00% OF BUDGET (Year to Date)
<b>GENERAL FUND</b> <i>excluding SPLST, DDA &amp; School System Property Tax Revenue &amp; Expenditures</i>					
REVENUE	\$3,894,802	\$3,105,569	\$26,462,708	\$28,983,947	72.69%
EXPENDITURE	\$2,854,982	\$2,487,878	\$18,449,640	\$21,803,994	54.68%
Gen. Fund Net Profit (Loss)	\$1,039,820	\$617,691	\$8,013,068	\$7,179,953	
<b>WATER &amp; SEWER</b>					
REVENUE	\$2,546,352	\$2,936,366	\$17,904,841	\$20,300,594	45.31%
EXPENDITURE	\$1,723,355	\$2,541,949	\$11,297,110	\$19,708,971	43.99%
Wtr. & Svr. Fund Net Profit (Loss)	\$822,997	\$394,417	\$6,607,731	\$591,623	
<b>As of January 31, 2024 a total of \$1,542,373 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</b>					
<b>GAS</b>					
REVENUE	\$5,623,342	\$3,938,609	\$30,222,940	\$17,998,678	37.12%
EXPENDITURES	\$2,897,438	\$3,035,653	\$26,518,878	\$16,595,267	34.23%
Gas Fund Net Profit (Loss)	\$2,725,904	\$902,956	\$3,704,062	\$1,403,411	
<b>ELECTRIC</b>					
REVENUE	\$4,534,403	\$4,745,236	\$33,616,531	\$34,865,540	55.39%
EXPENDITURES	\$4,417,962	\$4,750,472	\$33,076,392	\$34,644,251	55.03%
Electric Fund Net Profit (Loss)	\$116,441	(\$5,236)	\$540,139	\$221,289	
<b>STORMWATER</b>					
REVENUE	\$133,617	\$143,682	\$925,157	\$1,055,376	66.71%
EXPENDITURE	\$107,716	\$71,534	\$765,484	\$754,700	47.71%
Stormwater Fund Net Profit (Loss)	\$25,901	\$72,148	\$159,673	\$300,676	
<b>SOLID WASTE</b>					
REVENUE	\$288,971	\$494,021	\$2,238,025	\$2,512,760	71.81%
EXPENDITURE	\$382,371	\$201,294	\$1,974,148	\$2,030,491	58.03%
Solid Waste Fund Net Profit (Loss)	(\$93,400)	\$292,727	\$263,877	\$482,269	
<b>FIBER OPTICS</b>					
REVENUE	\$214,623	\$229,236	\$2,497,221	\$1,557,423	59.44%
EXPENDITURE	\$230,988	\$156,279	\$1,467,099	\$1,434,949	54.76%
Fiber Fund Net Profit (Loss)	(\$16,365)	\$72,957	\$1,030,122	\$122,474	

	Description	1/31/2024	FY 2024 Budget	% of Monthly Totals to Budget
<b>General Fund</b>	<b>Total Revenues</b>	<b>\$28,983,947</b>	<b>\$39,874,050</b>	<b>72.69%</b>
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$5,647,251	\$6,422,485	87.93%
	Local Option Sales Tax (LOST)	\$4,980,481	\$7,208,530	69.09%
	Other Taxes	\$7,373,788	\$11,006,185	67.00%
	Building Permit & Inspection Fees	\$849,403	\$400,000	212.35%
	Fines and Forfeitures	\$554,043	\$400,000	138.51%
	Operating Transfers In-City Utilities	\$2,770,713	\$4,619,200	59.98%
	Other Revenues	\$3,873,468	\$5,848,050	66.24%
	School Bonds	\$2,934,800	\$3,969,600	73.93%
	<b>Total Expenditures</b>	<b>\$21,803,994</b>	<b>\$39,874,050</b>	<b>54.68%</b>
	Personnel Expenses	\$12,672,767	\$21,597,240	58.68%
	Operating Expenses	\$4,912,481	\$9,881,120	49.72%
	Capital Expenses	\$931,821	\$4,105,390	22.70%
	GO Bond Expense for School	\$2,934,800	\$3,819,600	76.84%
	Library Appropriations	\$352,125	\$470,700	74.81%
<b>Water &amp; Sewer Fund</b>	<b>Total Revenues</b>	<b>\$20,300,594</b>	<b>\$44,800,765</b>	<b>45.31%</b>
	Water Sales	\$11,191,930	\$16,950,000	66.03%
	Sewer Sales	\$6,547,709	\$8,900,000	73.57%
	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	\$2,560,955	\$1,560,765	164.08%
	<b>Total Expenditures</b>	<b>\$19,708,971</b>	<b>\$44,800,765</b>	<b>43.99%</b>
	Personnel Expenses	\$2,569,353	\$4,441,615	57.85%
	Operating Expenses	\$2,832,251	\$5,334,125	53.10%
	Capital Expenses	\$9,240,834	\$26,452,180	34.93%
<b>Capital Expenses (Bond Funds)</b>	<b>\$1,542,373</b>	<b>\$2,000,000</b>	<b>77.12%</b>	
Transfer To General Fund	\$1,722,945	\$2,953,620	58.33%	
Debt Payments	\$1,801,215	\$3,619,225	49.77%	
<b>Gas Fund</b>	<b>Total Revenues</b>	<b>\$17,998,678</b>	<b>\$48,484,010</b>	<b>37.12%</b>
	Gas Sales	\$16,295,962	\$36,355,020	44.82%
	Gas Commodity Charge	\$858,221	\$1,495,800	57.38%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$844,495	\$960,115	87.96%
	Use of Reserves	\$0	\$9,673,075	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	<b>Total Expenses</b>	<b>\$16,595,267</b>	<b>\$48,484,010</b>	<b>34.23%</b>
	Personnel Expenses	\$1,499,171	\$2,494,780	60.09%
	Operating Expenses	\$924,969	\$1,782,945	51.88%
	Purchase of Natural Gas	\$9,586,896	\$25,500,000	37.60%
	Transfer to General Fund	\$2,308,894	\$3,958,105	58.33%
Debt Service	\$429,702	\$819,300	52.45%	
Capital Expenses	\$1,845,635	\$13,928,880	13.25%	

	Description	1/31/2024	FY 2024 Budget	% of Monthly Totals to Budget	
<b>Electric Fund</b>	<b>Total Revenues</b>	<b>\$34,865,540</b>	<b>\$62,949,910</b>	<b>55.39%</b>	
	Electric Sales	\$33,764,077	\$59,339,880	56.90%	
	Other Revenues	\$1,101,463	\$1,760,030	62.58%	
	Use of Reserves	\$0	\$1,850,000		
	<b>Total Expenses</b>	<b>\$34,644,251</b>	<b>\$62,949,910</b>	<b>55.03%</b>	
	Personnel Expenses	\$1,716,297	\$2,896,230	59.26%	
	Operating Expenses	\$1,125,762	\$1,956,170	57.55%	
	Purchase of Electricity	\$27,712,920	\$46,938,660	59.04%	
	Capital Expenses	\$1,996,299	\$7,570,895	26.37%	
	Transfer to General Fund	\$2,092,973	\$3,587,955	58.33%	
<b>Stormwater Fund</b>	<b>Total Revenues</b>	<b>\$1,055,376</b>	<b>\$1,582,000</b>	<b>66.71%</b>	
	Stormwater Revenues	\$946,995	\$1,568,000	60.40%	
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!	
	Other Revenues	\$36,632	\$14,000	261.66%	
	Proceeds from Capital Leases	\$71,749	\$0	#DIV/0!	
	Use of Reserves	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	<b>Total Expenses</b>	<b>\$754,700</b>	<b>\$1,582,000</b>	<b>47.71%</b>	
	Personnel Expenses	\$431,729	\$853,120	50.61%	
	Operating Expenses	\$251,222	\$456,570	55.02%	
Capital Expenses	\$71,749	\$272,310	26.35%		
<b>Solid Waste Fund</b>	<b>Total Revenues</b>	<b>\$2,512,760</b>	<b>\$3,499,000</b>	<b>71.81%</b>	
	Refuse Collections Revenues	\$1,991,922	\$3,470,000	57.40%	
	Other Revenues	\$30,079	\$29,000	103.72%	
	Proceeds From Capital Leases	\$490,759	\$0	#DIV/0!	
	<b>Total Expenses</b>	<b>\$2,030,491</b>	<b>\$3,499,000</b>	<b>58.03%</b>	
	Personnel Expenses	\$817,774	\$1,437,430	56.89%	
	Operating Expenses	\$1,010,778	\$1,814,735	55.70%	
	Capital Expenses	\$201,939	\$246,835	81.81%	
	<b>Fiber Optics Fund</b>	<b>Total Revenues</b>	<b>\$1,557,423</b>	<b>\$2,620,325</b>	<b>59.44%</b>
		Fiber Optics Revenues	\$1,424,632	\$2,410,525	59.10%
GIS Revenues		\$67,875	\$115,500	58.77%	
Proceeds from Capital Leases		\$0	\$0	#DIV/0!	
Other Revenues		\$64,916	\$94,300	68.84%	
<b>Total Expenses</b>		<b>\$1,434,949</b>	<b>\$2,620,325</b>	<b>54.76%</b>	
Personnel Expenses		\$568,128	\$1,017,985	55.81%	
Operating Expenses		\$700,858	\$1,012,070	69.25%	
MEAG Telecom Statewide Pymt		\$0	\$0	0.00%	
Debt Payment		\$4,853	\$5,725	0.00%	
Capital Expenses	\$35,992	\$370,060	9.73%		
Transfers to General Fund	\$125,118	\$214,485	58.33%		

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	\$84,297,670.05	\$84,090,744.34	\$87,776,683.79	\$88,725,501.76	\$88,746,327.86
Total Restricted Cash Balance	\$201,845,990.22	\$203,713,010.57	\$203,372,292.15	\$202,519,636.22	\$202,616,905.95	\$204,165,891.34	\$203,912,318.14
Cash Position		1/31/24	2/28/24	3/31/24	4/30/24	5/31/24	6/30/24
Total Unrestricted Cash Balance		\$92,696,326.08					
Total Restricted Cash Balance		\$203,779,673.63					

Highlights for the Month of January 2024:  
 Unrestricted cash increased due to increases in the General, Water, Electric, Fiber, Solid Waste, and Stormwater Funds, while decreases occurred in the Grant, Gas, Insurance, and Garage funds.  
 Restricted cash decreased due to increases in the SPLOST 2020, DEA, TPD, GO Parks & Rec Bond, Hotel-Motel Tax, and Motor Vehicle Tax Funds, while decreases occurred in the ARPA Fund and the MEAG Generation Trust Account (monthly billing adjustments for January and February).

SPLOST Account Balances	
SPLOST 2014	\$231,991.10
SPLOST 2020	\$12,316,685.06