



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, December 15, 2022 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. December 1, 2022 Minutes

SECOND READING OF ORDINANCES

2. T22-05. Applicant: City of Cartersville

APPOINTMENTS

3. Joint Cartersville/Bartow County Regional Industrial Development Authority

4. Bartow-Cartersville Joint Development Authority

BID AWARD/PURCHASES

5. GMA Membership Dues

6. Travelers Insurance Deductible Invoice

7. Replacement Roll-up Door at the City Garage Facility

[8.](#) Third Quarter 2022 Motorola Radio Invoice

[9.](#) Gas Meter Purchase

MONTHLY FINANCIAL STATEMENT

[10.](#) October 2022 Financial Report

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 15, 2022
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	December 1, 2022 Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from December 1, 2022, have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
10 N. Public Square
December 1, 2022
8:00 A.M. – Work Session
9:00 A.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 8:05 A.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Wren made a motion to go into a Closed Session for the purposes of Potential Litigation. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

Mayor Santini closed the Work Session at 8:52 A.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 9:00 A.M.

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Stepp.

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

Absent: Kari Hodge, Council Member Ward One

REGULAR AGENDA

Mayor Santini opened the meeting by recognizing Frank McCann, Police Chief, and Hagen Champion, Fire Department Battalion Chief, on behalf of all emergency responders, across all agencies, who responded promptly to the report of an active shooter on Wednesday, December 30th, at Cartersville Highschool. The school immediately enacted lockdown procedures. Several schools across Georgia were victims of the hoax threat.

COUNCIL MEETING MINUTES

1. November 17, 2022 Council Meeting Minutes

Council Member Stepp made a motion to approve the November 17, 2022, Meeting Minutes. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

PUBLIC HEARING

2. Approval of Capital Improvements Element (CIE) and Community Work Program

Randy Mannino, Planning and Development Director, stated Cartersville adopted Impact Fees in the last quarter of 2006. Said fees became effective starting in January of 2007. In accordance with the Development Impact Fee Regulations as outlined by the State, the City of Cartersville is required to file an annual update to the Capital Improvements Element (CIE) of the Comprehensive Plan and Community Work Program (CWP). The update gives the impact fee receipts and expenditures, which are none, for the fiscal year 2022 (July 1, 2021, through June 30, 2022), as well as updates to the CWP.

Furthermore, he stated that we are required to hold a public hearing regarding the update and forward it with a transmittal resolution to the Northwest Georgia Regional Commission (RC) and the Department of Community Affairs (DCA). After review from the RC and DCA, the document then needs to be adopted by the Council, and a copy sent to the RC (just like the Comp Plan process). At this time, the document is in "Draft" form and the final version will be distributed for review and comment prior to adoption.

Mayor Santini opened the floor for a public hearing.

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

Council Member Roth made a motion to approve the Capital Improvements Element and Community Work Program. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

Resolution No. 33-22

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

Capital Improvements Element and Community Work Program

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

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

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

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

ADOPTED this the 1st day of December 2022.



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

-ATTEST:
Julia Drake
Julia Drake
City Clerk

FIRST READING OF ORDINANCES

3. T22-05: Text Amendment to HPC – Section 9.25-32

David Hardegree, Planning and Development Assistant Director, stated the text of the Amendment to Chapter 9.25, Historic Preservation, Article II, Historic Preservation Commission, Sec. 9.25-32 (c), is to amend the ordinance to comply with the state Historic Preservation Act regarding member qualifications. A discrepancy was identified during the Certified Local Government audit which is performed every 4 years.

Historic Preservation Commission recommends approval, 5-0.

This was the first reading. The amendment is scheduled to be voted on at the next City Council meeting on December 15, 2022.

APPOINTMENTS

4. Bartow Board of Health

Dan Porta, City Manager, stated that Tonya Emery is willing to continue serving as a board member of the Bartow County Board of Health with her new term expiring December 31, 2028.

Council Member Cooley made a motion to approve the reappointment of Tonya Emery for the Bartow Board of Health. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

RESOLUTIONS

5. Georgia Highlands Medical Services - Grant Funding Letter

Mr. Porta stated Georgia Highlands Medical Services has requested grant funding from the Bureau of Primary Health Care to serve the community and those who are low-income and struggle to access health care services. They have asked for a letter of support from the city to include with their grant application.

Council Member Roth made a motion to approve the Georgia Highlands Medical Services Grant Funding Letter. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

RESOLUTION 34-22

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

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

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

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

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

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

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

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 1st day of December, 2022.

ATTEST:

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



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



December 1, 2022

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

Dear Mr. Shifflet:

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

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

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

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

Sincerely,

Matthew J. Santini
Mayor



"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



PROPOSALS

6. Proposal for January 20-21, 2023, City of Cartersville Visioning Session

Mr. Porta stated in preparation for our January 2023 City Council Visioning, it was proposed to contract with Catherine Bennett Consulting for facilitating the meetings. This is a budgeted item.

Council Member Fox made a motion to approve the proposal for the January 20-21, 2023, City of Cartersville Visioning Session. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

BID AWARD/PURCHASES

7. Firefighters Cancer Insurance Policy Renewal

Mr. Porta stated Terry Watkins Insurance has provided the city with the annual cancer insurance policy for city firefighters with a premium of \$13,320. This is a requirement under Georgia law for the city to provide this insurance and approval was recommended for this insurance premium.

Council Member Roth made a motion to approve the Firefighters Cancer Insurance Policy Renewal. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

8. Wellness Program for 2023

Mr. Porta stated for the past four years, city employees, excluding fire personnel, have been required to have a biometric screening is done and one follow-up visit with a health coach. This service has been provided by Corporate Health Partners (CHP) and for 2023 they have proposed the cost for this same testing to be \$89.00 per employee, plus \$2,500 in management fees. For 233 employees, this totals \$23,881.00, which if approved, can be paid from the \$50,000 wellness credit given to us by Anthem (BCBS) Insurance.

Council Member Fox made a motion to approve the Wellness Program for 2023. Council Member Roth seconded the motion. The motion carried unanimously. Vote:5-0.

9. 1-Ton Dual Rear Wheel Diesel Dump Truck

Freddy Morgan, Assistant City Manager, stated the Public Works Department requests authorization to purchase a 1-Ton dual rear wheel diesel dump truck to replace vehicle #6053 (2001 F-350 dump truck in significant need of repairs). One bid for the dump truck replacement from Prater Ford was received in the amount of \$71,748.60. The requested replacement dump truck is a budgeted item.

Council Member Cooley made a motion to approve the 1-Ton Dual Rear Wheel Diesel Dump Truck. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

10. ¾-Ton Work Trucks (2)

Mr. Morgan stated the Electric Department requests authorization to purchase (2) two ¾-ton work trucks to replace vehicles #505 (2010 1500 series) and #510 (2006 F-150). One bid was received for the work trucks from Prater Ford in the amount of \$53,663.16. The total submittal for approval is \$107,326.32. The requested work truck replacements are a budgeted item.

Council Member Fox made a motion to approve the (2) ¾-ton Work Trucks. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

11. Medium Duty Work Truck

Mr. Morgan stated the Gas Department requests authorization to purchase a medium-duty work truck to replace vehicle #922 (2005 F150). One bid was received for the work truck from Prater Ford in the amount of \$61,696.16. The requested work truck replacement is a budgeted item.

Council Member Fox made a motion to approve the Medium Duty Work Truck. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

SURPLUS EQUIPMENT

12. Surplus Equipment

Mr. Morgan requested approval to list vehicles/equipment deemed as surplus for sale on GovDeals.com. The surplus inventory was included for review.

Council Member Roth made a motion to approve the listing of Surplus Equipment. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

CONTRACTS/AGREEMENTS

13. Probation Services Contract

Mr. Morgan stated our existing contract for probationary services is up for renewal. There are two companies that currently serve our area, Professional Probation Services (PPS) and Supervision Services, Inc. (SSI). Our expiring contract is with Professional Probation Services. PPS had a local office for many years in Cartersville but now requires probationers to report to their Acworth location.

To provide our probationers with a Cartersville office location, Council approval is requested to contract with Supervision Services, Inc. for our probationary services. Supervision Services, Inc. also has offices in Calhoun, Cedartown, Dallas, and Rome which the probationers can report. Both companies provide their services at no cost to the City of Cartersville, all costs are borne by the probationer. Additionally, the probationers will not see an increase in their costs with this move.

Council Member Fox made a motion to approve the Probation Services Contract with Supervision Services, Inc. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

14. New Program Provider Contracts

Tom Gilliam, Parks and Recreation Director, stated this item includes the Contracts for new Program Providers relating to new programs to be offered by Program Providers through the Parks and Recreation Department. Below are the Providers with their recommended Program offerings:

Integrated Therapy – Aqua Therapy at the SAC. The City shall be entitled to a payment of \$10.00 (ten dollars) per person per therapy session conducted by Integrated Therapy.

NGA Aerials – Aerial Classes at Gymnastics Center. The City shall be entitled to a commission of 25% of the gross registration fees paid by all Program Participants to NGA Aerials. The \$20.00 (twenty dollars) non-resident fee is fully payable to the city.

The proposed programs will not interrupt current services.

Council Member Roth made a motion to approve the New Program Provider Contracts. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

ENGINEERING SERVICES

15. Topographic Information and Civil Engineered Design

Mr. Gilliam stated the Parks & Recreation Department requests approval of Engineering Services for Topographic Information and Civil Engineered Design for the Pickleball Courts in the Tennis Center at Dellinger Park. The total amount for Stephenson Engineering, Inc. to provide these services is \$12,800.00. This is a budgeted item.

Council Member Cooley made a motion to approve the Topographic Information and Civil Engineered Design. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

CHANGE ORDER

16. Mission Road Sewer Project Change Order

Ed Mullinax, Water Department Assistant Director, stated K.M. Davis Contracting Co., Inc. is currently under contract to construct the Mission Road gravity sewer replacement. The Notice to Proceed was issued on January 31, 2021 and has experienced several delays since that time due to the CSX railroad bore, manhole manufacturing, delivery, and other sewer fitting supply chain delays.

The contractor has been proactive in pre-ordering material and working portions of the job in parallel as much as possible, the above-mentioned delays were not due to any negligence on the part of the Contractor.

The Contractor has requested a no-cost time extension for the project. After consulting with the project engineer, Rindt Engineering, a settlement upon a time extension of 168 days to Substantial Completion and 154 days to Final Completion was agreed to. This extends the project to Substantial Completion on April 14, 2023, and Final Completion on April 30, 2023.

Council Member Fox made a motion to approve the Mission Road Sewer Project Change Order. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

BID AWARD/PURCHASES

17. Bioreactor Mixer Hoists

Mr. Mullinax stated the submersible mixers in each of the three (3) bioreactors of the WPCP are held in place, suspended four (4) feet above the bottom and twelve (12) feet below the water surface by a rail and cable hoist system. The recent construction project included a single hoist for each bioreactor. An additional hoist for each bioreactor is needed. Mixer banks are located on opposite ends of the basins, requiring the complete disassembly of a hoist to move across the basin.

Three quotes for compatible hoists and manual winch assemblies have been received. Mr. Mullinax recommended the purchase of three of the 5PT20S hoists with M3 winch from the low bidder, Zoro Inc. for \$14,835.06.

This is a budgeted maintenance expense item.

Council Member Cooley made a motion to approve the Bioreactor Maintenance Blanket P.O. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

18. Annual Bulk Chemical Blanket P.O.

Mr. Mullinax stated the following chemicals are purchased for the water treatment plant and wastewater treatment plant on a weekly, bi-weekly, monthly, semi-annual, or annual basis and frequently ordered for more than \$7,500.00. Fixed prices have been requested from each vendor for a period ending October 31, 2023. This will eliminate the need for multiple recurring agenda items throughout the year and will expedite our ability to order chemicals on an as-needed basis.

- Specialty Chemical Co., LLC – Sodium Hypochlorite, \$2.3275/gal
- Cedar Chem – Polymer, \$3.09/lb
- Southern Ionics – Sodium Bisulfite, \$2.27/gal
- C&S Chemical – Aluminum Sulfate, \$0.199/dry lb
- Hawkins – Ortho-poly Phosphate, \$2.87/lb
- Polytec, Inc. – Calcium Hydroxide (Lime Slurry), \$0.056/lb
- Brenntag – Sodium Silicofluoride, \$1.786/lb
- Brenntag – Chlorine Gas, \$0.7695/lb
- Univar – Hydrofluorosilicic Acid, \$2.80/gal
- JAT Energy – Diesel Fuel, Market Price/gal
- Gilreath Oil – Diesel Fuel, Market Price/gal
- Owenby Enterprises – Diesel Fuel, Market Price/gal

The list includes the unit pricing from each vendor. This is a budgeted item. If a less expensive alternative is found, the updated vendor/pricing information will be brought forward for Council approval.

Council Member Fox made a motion to approve the Annual Bulk Chemical Blanket P.O. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

19. Dell Computer Purchase

Steven Grier, Fibercom Director, stated this item is the purchase of 21 Dell computers and accessories and is comprised of all budgeted computers in the 2022-2023 fiscal year. The total amount is \$28,523.60 and is a budgeted purchase to be paid from the 2020 SPLOST.

Council Member Cooley made a motion to approve the Dell Computer Purchase. Council Member Roth seconded the motion. The motion carried unanimously. Vote:5-0.

20. Cogsdale Annual Maintenance Invoice

Mr. Grier stated this item is the annual Cogsdale maintenance invoice. Cogsdale is the city’s third-party utility billing software vendor. The invoice is for \$102,127.49 and is a sole source vendor because of the utility billing function for the city. This is a budgeted item.

Council Member Fox made a motion to approve the Cogsdale Annual Maintenance Invoice. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

21. Flock Safety

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

Council Member Wren made a motion to approve the Flock Safety purchase. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

22. 20 YD Rear Loader Garbage Truck

Tommy Sanders, Public Works Director, stated bids were opened for a 20YD Rear Loader Garbage Truck to replace a 2012 truck that was recently taken out of service due to a terminal failure. Six bids were submitted, and it was recommended to accept the best bid from Environmental Products Group for \$201,836.45. This bid is for a Leach body on a Freightliner M2-106 chassis. The bid is out now because lead times can be as long as 360 days.

This item will be included in the FY 2024 budget.

Council Member Fox made a motion to approve the 20 YD Rear Loader Garbage Truck. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0.

CHANGE ORDER

23. City Hall Roof Change Order

Mr. Sanders stated during the City Hall Roof project, it was discovered that almost all the fascia and soffits had some level of rot or water damage and the contractor had to rebuild some of the 2x4 framings that supported the fascia and soffits. This change order covers the cost of labor and materials for carpenters to replace all the damaged wood. The Change Order is for \$40,072.50.

Even with the change order, the contractor is still the low bidder, so the city saved significant money on this project. Approval of the change order was recommended.

Council Member Roth made a motion to approve the City Hall Roof Change Order. Council Member Fox seconded the motion. The motion carried unanimously. Vote: 5-0.

OTHER

Mr. Porta thanked the citizens of Cartersville for voting for the approval of SPLOST (Transportation Special Purpose Local Option Sales Tax). SPLOST funds were used to purchase a ladder fire truck in the amount of \$1.3 million. The last truck was purchased in 2004.

Mayor Santini announced that the Cartersville Christmas Parade starts at 6:00 P.M. tonight.

Mayor Santini congratulated Cartersville Canes for their successful football season. The playoff game will be Friday, December 2nd, against Warner Robins.

ADJOURNMENT

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

Meeting Adjourned at 9:25 A.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Samantha Fincher
Assistant City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 15, 2022
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T22-05. Applicant: City of Cartersville
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Text Amendment to Chapter 9.25, Historic Preservation, Article II, Historic Preservation Commission, Sec. 9.25-32 (c), to amend ordinance to comply with the state Historic Preservation Act regarding member qualifications. A discrepancy was identified during the Certified Local Government audit which is performed every 4 years.</p> <p>Historic Preservation Commission recommends approval, 5-0.</p>
LEGAL:	N/A

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

Case No. Meeting: ~~December~~ **T22-05** 15, 2022 Item 2.
Date Received: 11-9-22

Public Hearing Dates:

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

APPLICANT INFORMATION

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

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

Article II, Section 9.25-32 (C), Subsection _____

Existing Text Reads as Follows: See attached

2. Proposed Text:

Proposed Text Reads as Follows: See attached

(Continue on additional sheets as needed)

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

Case No. Meeting: December 15, 2022 Item 2.
T22-05
Date Received: 11-9-22

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

(Continue on additional sheets as needed)



City of Cartersville

PLANNING AND DEVELOPMENT

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

MEMO

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

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

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

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

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

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

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

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

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

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

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

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

O.C.G.A. § 44-10-22

Historic Preservation Act residency requirements:

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

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

O.C.G.A. § 44-10-24

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



City of Cartersville

PLANNING AND DEVELOPMENT

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

September 23, 2022

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

RE: City of Cartersville CLG Evaluation Response Letter

Dear Ms. Jennings,

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

There are (3) supporting documents accompanying this letter:

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

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

Please contact me if additional information is required.

Sincerely,

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

09/30/2021

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

Re: 2021 Certified Local Government Evaluation Review

Dear Mr. David Hardegree,

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

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

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

Sincerely,



Paige Jennings
Certified Local Government Coordinator
Georgia Historic Preservation Division

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

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

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

Comments:

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

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

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

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

Ordinance no. _____

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

1.

Sec. 9.25-32. Historic Preservation Commission.

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

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

2.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

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

1.

Sec. 9.25-37. Definitions

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

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

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

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

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

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

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

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

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

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

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

2.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

11/9/2022

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

Re: 2021 Certified Local Government Evaluation Review

Dear Mr. David Hardegree,

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

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

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

Sincerely,



Paige Jennings
Certified Local Government Coordinator
Georgia Historic Preservation Division

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

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

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

Comments:

- *Ordinance:* Please note that the historic preservation division does not provide legal review or guidance. Following are HPD’s comments regarding Cartersville’s historic preservation ordinance. Cartersville should consult with the county’s local legal counsel regarding comments made by the HPD and respond to the comments made below within a year from the date of this letter.
 - **Comment:** Sec.25-32.(c) of Cartersville’s Historic Preservation Ordinance states "All members shall be residents of, own and operate a business in, or own real property in the city,"
 - 44-10-24 of the Georgia Historic Preservation Act states “all the members shall reside within the historic preservation jurisdiction of their respective municipality or county.” – **SATISFIED (9/29/2022)**
 - **Comment:** Sec.25-32.(c) of Cartersville’s Historic Preservation Ordinance states “all the members shall reside within the historic preservation jurisdiction of their respective municipality or county.”
 - 44-10-24 of the Georgia Historic Preservation Act states “A majority of the members of any such commission shall have demonstrated special interest, experience, or education in history or architecture.” - **SATISFIED (9/29/2022)**

- *Training:* Each Commission member, and anyone serving the Commission in a technical assistance/professional staff capacity, attended at least one informational or educational meeting every three years pertaining to historic preservation. At the time of Cartersville's evaluation in 2021, none of Cartersville's commission members have not attended any training sessions or events in the past four years.
 - **Remediation:** All HPC members and any staff serving the HPC in a technical capacity must attend a historic preservation-related training session before Cartersville is evaluated again in 2025. - **SATISFIED (9/29/2022)**

Ordinance no. _____

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

1.

Sec. 9.25-37. Definitions

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

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

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

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

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

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

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

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

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

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

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

2.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

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

1.

Sec. 9.25-32. Historic Preservation Commission.

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

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

2.

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

BE IT AND IT IS HEREBY ORDAINED.

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 15, 2022
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Joint Cartersville/Bartow County Regional Industrial Development Authority
DEPARTMENT SUMMARY RECOMMENDATION:	The terms for Sonny Miller, Tommy Strickland and James Jarrett will expire on December 31, 2022. They are willing to continue serving on the Joint Cartersville/Bartow County Regional Industrial Development Authority if reappointed. Their new terms will expire on December 31, 2026.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 15, 2022
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Bartow-Cartersville Joint Development Authority
DEPARTMENT SUMMARY RECOMMENDATION:	The terms for Beth Tilley, LaDonna Jordan and James Jarrett will expire on December 31, 2022. They are willing to continue serving on the Bartow-Cartersville Joint Development Authority if reappointed. Their new terms will expire on December 31, 2026.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 15, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	GMA Membership Dues
DEPARTMENT SUMMARY RECOMMENDATION:	These are the 2023 dues for membership in the Georgia Municipal Association (GMA). The total is \$8,659.71 for the year and is based on the City's population.
LEGAL:	N/A



Meeting: December 15, 2022 Item 5.

Membership Service Fees Invoice

City of Cartersville
Mrs. Julia Drake
PO Box 1390
Cartersville, GA 30120-1390

INVOICE #: DUES 23
INVOICE DATE: 12/1/2022
DUE DATE: 1/31/2023
MEMBER #: 372

BILLING DESCRIPTION	AMOUNT
2023 Membership Service Fees	Base Fee: \$1,675.00
Population 23,222 @ 0.30078	\$6,984.71
	<hr/> Total Fee: \$8,659.71
RMEBS Program Participation Rebate	\$0.00
	<hr/> Total after Rebate: \$8,659.71

Remittance Advice: Cut here and insert into #10 window envelope.



MEMBER #: 372
Total Due: \$8,659.71

PLEASE MAIL PAYMENT WITH REMITTANCE ADVICE TO:

Georgia Municipal Association
PO Box 105377
Atlanta, GA 30348



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 9, 2022
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Travelers Insurance Deductible Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Travelers Insurance has settled an insurance claim from an incident that occurred in October 2020 and the city is responsible for the deductible payment. I recommend approval to pay Travelers Insurance for our \$25,000 insurance deductible for the settlement of this claim.
LEGAL:	N/A



Meeting: December 15, 2022 Item 6.

DEDUCTIBLE / SELF-INSURED INVOICE

POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
61M58853-ZLP	5001C3085	11/30/2022	000620112	12/15/2022	25,000.00

MAIL PAYMENT TO:
 TRAVELERS
 13607 COLLECTIONS CENTER DRIVE
 CHICAGO, IL 60693

PAYER:
 CITY CARTERSVILLE
 P.O. BOX 1390
 CARTERSVILLE GA 30120

RETURN THIS PORTION WITH YOUR CHECK MADE PAYABLE TO TRAVELERS.
 PLEASE WRITE THE POLICY & ACCOUNT NUMBER ON YOUR CHECK.



POLICY NUMBER	ACCOUNT NUMBER	BILL DATE	BILL NUMBER	PAYMENT DUE	TOTAL DUE
61M58853-ZLP	5001C3085	11/30/2022	000620112	12/15/2022	25,000.00

CURRENT CHARGES

CLAIM#: FNU4362 **DATE OF LOSS:** 10/16/2020
DESCRIPTION: CLIFFORD ELLIS, JR. - LETTER OF REPRESENTATION
 ALLEGING INJURIES SUSTA
CLAIMANT: CLIFFORD ELLIS-JR

LOSS 25,000.00
CLAIM TOTAL 25,000.00

TOTAL CLAIM(S) DUE \$25,000.00

ACCOUNT SUMMARY

CURRENT CHARGES	25,000.00
PAST DUE CHARGES	0.00
UNAPPLIED PAYMENTS	0.00
TOTAL DUE	25,000.00
DISPUTED ITEMS	0.00
ACCOUNT BALANCE	25,000.00

INSURED NAME: CITY CARTERSVILLE
 AGENT NAME: APEX INS AGENCY LLC
 AGENT PHONE: (770) 441-1888

CONTACT YOUR AGENT LISTED ABOVE IF YOU HAVE QUESTIONS RELATED TO YOUR POLICY OR COVERAGE.

FOR BILLING QUESTIONS, PLEASE CONTACT YOUR ACCOUNTING SPECIALIST
 KAREN TORRES AT 1-860-277-6859 OR EMAIL KTORRES@TRAVELERS.COM



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 15, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Garage
AGENDA ITEM TITLE:	Replacement Roll-up Door at the City Garage Facility
DEPARTMENT SUMMARY RECOMMENDATION:	The vehicle roll-up door at the City Garage facility needs replacement. We received (2) two quotes for the replacement vehicle roll-up door. Overhead Door Company of Atlanta bid a series 610 rolling steel door in the amount of \$21,793.00. Metro Garage Door, Incorporated bid a rolling steel door in the amount of \$19,338.67. We are asking for approval to award the bid to Metro Garage Door, Incorporated. This is a non-budgeted item, but will be paid through other departmental resources. I recommend awarding this bid to Metro Garage Door, Incorporated in the amount up to \$19,338.67.
LEGAL:	N/A

Overhead Door Co. of Atlanta

a division of DH Pace Co., Inc.
 5105 Avalon Ridge Parkway, NW
 Peachtree Corners, Georgia 30071

Jerry Barman, Commercial Sales
 (404) 872-3667
 Fax: (404) 817-3686
 Cell: (404) 391-3955

Meeting: December 15, 2022 Item 7.



Proposal #: jb-113077

PROPOSAL SUBMITTED TO: City of Cartersville			Date 10/31/2022	Attention Bill Trott		
STREET 500 S. Tennessee Street			Job Name City of Cartersville - High Speed vs. Rolling Stee			
City Cartersville	State GA	ZipCode	Job Location Cartersville			
Phone Number		Fax Number	Job Phone			

ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	MOUNTING	JAMB TYPE
1	1	994					Electric HPD		
2	1	610					Electric		

OHD of Atlanta Scope of Work:

High Speed Door - Exterior Mount

- Leave existing door on interior
- Furnish and install new 994 Series OHD High Performance door
- Connect to customer provided 3ph power
- Activation - Motion sensors on both sides of opening
- Price.....\$ 31,640.00

Rolling Steel Door - Exterior Mount (due to headroom)

- Take down & haul away existing door & operator
- Furnish and install new 610 series rolling steel door with electric operator
- Connect to customer provided 1ph/3ph power
- Activation - 3-button push button on interior side of opening only
- Price.....\$ 17,826.00
- Add to price if the 620 series "weatherstrip package" is required.....\$ 2,092.00
- Add to price if 100,000 cycle spring & high cycle spring package is required.....\$ 1,875.00

PROPOSAL TO INCLUDE THE FOLLOWING:

Overhead Door RapidFlex® 994 Series High Performance Door

RapidFlex® Model 994 is a strutted, heavy-duty exterior high speed fabric door that is perfect for large openings and is best suited for manufacturing, mining, auto/transit, and parking garage applications. It features an independently tested wind load of up to 22.0 psf. The RapidFlex® Model 994 includes industry-leading standard safety features such as reversing edge, two sets of infrared obstruction detection sensors and door stop device.

- 4" articulating roller wind struts
- Nema 4x Control panel
- Opening speed up to 55" / sec
- 5 YEAR UNLIMITED CYCLE WARRANTY
- Curtain Colors Available - Orange, Red, Gray & Blue
- Vision Panel
- 2 ply curtain

The above sized 610 series rolling door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following: Curtain slats will be galvanized painted steel. Curtain will be provided with steel endlocks or malleable iron endlocks on alternate slats. Windlocks will be used as required to meet design wind load, minimum 20 psf. Guides will be roll-formed steel channel or three structural steel angles. Brackets will be hot rolled steel plate to support the barrel, counterbalance and hood. Counterbalance will be helical torsion springs housed in a steel pipe with a deflection limited to .03" per foot of span (width) and adjustable by means of an external tension wheel. All non-galvanized, exposed, ferrous surfaces will receive one coat of rust inhibitive primer. Note: Hot dipped galvanized steel angle guides, bellmouths, bottom bars, head plates, operator mounting plates, rolled guides, tension wheels, release mechanisms (for fire doors) and wall mounting tubes can NOT be painted, NOR powder coat finished. The galvanizing process will not allow the additional applied finish to adhere properly to the metal.

- Colors Available - Gray, Brown, White, Tan
- Flat Slat
- Hood & Motor Cover
- Photo eyes
- Safety edge

Exclusions:

- Permitting
- Engineering
- Removal of obstructions: (utilities, structural components, bollards, etc)

Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect.”

All applicable taxes, labor, and material included in price. Please allow weeks from receipt of signed proposal and credit approval to receive and install. All work to be performed during regular business hours, Monday-Friday 7AM - 5PM. Standard warranty is (1) year against defects of material and workmanship.

We hereby propose to complete in accordance with above specification, for the sum of:

See above

Signature _____

Jerry Barman, Commercial Sales

Direct Dial: (404) 872-3667

TERMS AND CONDITIONS

Payment to be made as follows: AR Net 30 with approved credit

Prices subject to change if not accepted in 15 days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise OHD Co of Atlanta of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this

Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive LIMITED WARRANTY on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This LIMITED WARRANTY does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE. IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Metro Garage Door, Inc.

P.O. Box 07
Winston, GA 30187
(770) 489-9726 - (770) 489-9259 (fax)



Meeting: December 15, 2022 Item 7.

Quote Date: 11/22/2022

Account ID: 58220

Bill to: City of Cartersville
500 S Tennessee St
Cartersville, GA 30120

Service at: City of Cartersville
500 S Tennessee St
Cartersville, GA 30120

Metro Rep: Scott Beery
(770) 489-9726 Office Phone
(678) 898-2888 Mobile Phone
scott@metrogaragedoorsinc.com

Description: Provide and install insulated 13'9"x15'6" insulated rolling steel door with hood(exterior mounted).
(opening speeds up to 8 inches per second)

Description

Installation
Exterior 13-9x15-6 insulated
Exterior modification
Freight
Receiver
Remotes (10)

Additional Details:

Scope of Work:

- Provide (1) insulated, rolling steel, service door, exterior mounted
 - gray curtain
 - 3-button operation, includes (10) remotes (existing additional push button may or may not operate depending on style. A remote may be required to serve the operation from the office)

Terms and Conditions:

- Pricing predicated on the following conditions
- Pricing reflects a 3% cash/check discount, discount forfeited if credit or debit card is used.
- Customer provided measurements
- A 50% deposit is due upon order entry
- 50% COD due on day of completion of project
- Power to be supplied within 24" of the upper right of the header (looking outward) 460vac
- Pricing reflects use of customer's forklift. Additional charges if a forklift drop is required
- Low voltage wiring to be surface ran for push stations by Metro technicians, no conduit to be provided or installed, if conduit or in-wall wiring is desired, conduit with pull-string or cat5 or better low-voltage wires will need to be installed by others prior to Metro install date

Total Investment including estimated tax: \$19,900

Metro Garage Door, Inc.

P.O. Box 07
Winston, GA 30187
(770) 489-9726 - (770) 489-9259 (fax)



Meeting: December 15, 2022 Item 7.

Quote Date: 11/22/2022

Account ID: 58220

Bill to: City of Cartersville
500 S Tennessee St
Cartersville, GA 30120

Service at: City of Cartersville
500 S Tennessee St
Cartersville, GA 30120

Metro Rep: Scott Beery
(770) 489-9726 Office Phone
(678) 898-2888 Mobile Phone
scott@metrogaragedoorsinc.com

Description: Provide and install insulated 13'9"x15'6" insulated rolling steel door with hood(exterior mounted).
(opening speeds up to 8 inches per second)

Description

Acceptance of this proposal shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Metro Garage Door to commence work or preparation for work will constitute acceptance of this proposal and all its terms and conditions.

Unless other arrangements are made; Payment is due upon completion.

All sums not paid when due shall bear interest at the rate of 1 1/2% per month from due date until paid or the maximum legal rate permitted by law whichever is less; and you will be responsible for all costs of collection, including reasonable attorney's fees.

If you fail to make payment to Metro Garage Door as herein provided, then Metro Garage Door may immediately stop work and may remove whatever material for which payment has not been received, without prejudice to any other remedy it may have.

Installed parts are warranted for 90 days and installation labor is warranted for 30 days. If your check is dishonored for any reason your account will be electronically debited for the amount of the service plus a processing fee of \$35.00.

**All Sales Final
All Quotes Are Good Through End of Business Day**

Authorized Signature

ALL SALES FINAL, NO REFUNDS

Make Checks Payable to Metro Garage Door, Inc.

We accept Amex, Mastercard, Visa & Discover- 3% Processing Fee Applies

Quote Subtotal:	\$19,338.67
Estimated Sales Tax:	\$561.33
Total Quote:	\$19,900.00

Pay Online at: www.metrogaragedoorsinc.com/pay-online

Price Proposal for _____

by Metro Garage Door, Inc./L&W Insulation & Fireplaces, LLC

Proposal Number _____

Job Name: _____

TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in _____ days.

Terms. The products ("Products") described above and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information, or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein. Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer. This quotation is based upon a visual inspection; it does not take into account concealed deficiencies in the substrata. Immediately upon discovery of said deficiencies, the customer will be notified of additional cost before corrective work is performed. If this estimate includes cutting into existing concrete/asphalt structure, it is the responsibility of the customer to advise Metro Garage Door, Inc./L&W Insulation & Fireplaces, LLC of any concealed utilities or other hazards prior to the start of work. All testing to locate or determine location of said utilities or hazards by others.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and, if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products. If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or the highest contract rate allowed under applicable law. If Buyer's check is dishonored or returned for any reason, Buyer's account will be electronically debited for the amount of the check plus the state maximum processing fee. If, following Buyer's default, Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees and all other costs of collection and litigation incurred by Seller whether or not a lawsuit for collection is instituted.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance, regardless of cause. Quoted price is contingent upon customer having opening(s) clear of all obstructions and available during the day of work. Excessive wait time to clear opening will result in hourly charges being added to the work order.

Recurring Services. The following terms and conditions apply only to recurring service transactions and modify the terms set out above accordingly: [1] Although Seller agrees as a courtesy to contact Buyer at such times as or with the frequency requested by Buyer, Buyer agrees that Buyer retains sole responsibility for scheduling the Work that Buyer desires Seller to perform hereunder. [2] Following the initial one-year term of this agreement, this contract shall automatically renew for successive one-year terms up to a total of five years from the date of the initial order, unless either party hereto provides the other party no less than sixty (60) days' notice of termination in advance of any such renewal date. [3] Annually as of the renewal date, Seller shall have the right to increase the rates provided herein, either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater.

Work Performance. Performance of the Work will be made by Seller in a prompt manner, but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material, or other cause beyond the reasonable control of Seller. If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product. Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller. If special work requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore. Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work. No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee. The bottom rubber door "seal" does not mean "water proof seal". The door limits will be adjusted to the lowest safe point when installed but Metro is not responsible for any gaps between the bottom seal and concrete surface caused when the floor is not level or the surface is sloped back towards the door.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished

Price Proposal for _____ by Metro Garage Door, Inc./L&W Insulation & Fireplaces, LLC

Proposal Number _____

Job Name: _____

under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation. In the event of Buyer's insolvency, this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller. Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

COVID-19. Buyer acknowledges that COVID-19 is a known ongoing and existing public health crisis that is anticipated to continue for unknown time period. Contractor's services shall include full and complete compliance with all COVID-19 health, safety, and legal requirements and guidelines currently in effect, so long as they remain in effect.

Limited Warranty on Defective Products, Parts or Services. In addition to any warranty offered by the manufacturer, Seller offers the following exclusive LIMITED WARRANTY on products, parts and services: Seller warrants that any complete door unit installed or supplied during original construction shall be free from defects in material and workmanship for a period of one (1) year after such unit is supplied to Buyer. Wood products are warranted only if properly protected by Buyer no later than ten (10) days after delivery, and per the manufacturer's instructions, with prime and finish coats of the manufacturer's recommended paint. Seller warrants that all parts and equipment replaced by Seller or its authorized representative shall be free from defects for a period of ninety (90) days after replacement. For a period of thirty (30) days after service, Seller warrants that its services were performed in a professional and workmanlike manner. Buyer must notify Seller of any problem within the warranty period. This LIMITED WARRANTY does not apply to any part or equipment which has been tampered with or subjected to misuse or abuse, or which has been repaired by anyone other than persons authorized by Seller. ALL WARRANTIES FOR THESE PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE ONLY VALID FOR THE TIME PERIODS SPECIFIED HEREIN, AND IN NO EVENT FOR LONGER THAN ONE (1) YEAR FROM THE DATE OF PURCHASE. IN CASE OF BREACH OF ANY OF THESE WARRANTIES, SELLER'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORKMANSHIP OR PART WITHOUT CHARGE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LIABILITY FOR BUYER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS OR EQUIPMENT ARE OUT OF OPERATION) IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, SERVICES, PARTS, AND LABOR PROVIDED HEREUNDER, OR THE BREACH OF ANY RELATED IMPLIED OR EXPRESS WARRANTY, EXCEPT THAT DAMAGES FOR PERSONAL INJURY SHALL NOT BE PRECLUDED. THIS EXCLUSION OF DAMAGES DOES NOT APPLY IN KANSAS.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSM. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE : Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser:

Signature:

Title:

Date of Acceptance:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 15, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Third Quarter 2022 Motorola Radio Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County has submitted the third quarter 2022 invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$37,784.10.
LEGAL:	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: November 22, 2022

Due Date: November 30, 2022

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

Please mail payment
Attn: Alecia Hendrix

To bill for **Motorola Radios** for **3rd Quarter 2022**

Agency	# of Radios	Cost per Radio	Total
Police	135	\$124.70	\$16,834.50
Fire	87	\$124.70	\$10,848.90
Gas	30	\$124.70	\$3,741.00
Public Works, Rec, etc	10	\$124.70	\$1,247.00
Electric	40	\$124.70	\$4,988.00
Fibercom	1	\$124.70	\$124.70

Total Due: \$37,784.10



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 15, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas
AGENDA ITEM TITLE:	Gas Meter Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas System is requesting the purchase of 288 Sonix IQ 250 Meters, 75 Sonix IQ 425 Meters, 50 Sonix 600 Meters and the associated electronics and brackets. Our sole source provider, Equipment Controls Company provided a quote of \$158,731.00. These are to replenish our current stock and to mitigate future downtime due to the current supply chain issues. These are budgeted items and Council's approval is recommended.
LEGAL:	N/A

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

A Meeting: December 15, 2022 Item 9.

ORDER DATE	ORDER NUMBER
12/06/22	S2304959
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN 4555 S. BERKELEY LAKE ROAD NORCROSS GA 30071 770-441-6400 Fax 770-448-7312	PAGE NO. 2

SOLD 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	VERBAL-RODNEY REYNOLDS	RODNEY		
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Jon Beam	FREIGHT ALLOWED	Net 15 Days	01/03/24	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Prc	Ext Prc
50ea	25984	AMR INSTALL FOR SENSUS DEVICES ONLY. SENSUS DOES NOT CHARGE INSTALLATION CHARGE FOR SENSUS DEVICES.	0.000	0.00
			Subtotal	158731.00
			S&H CHGS	0.00
			Sales Tax	0.00
			Amount Due	158731.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	December 15, 2022
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	October 2022 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for October 2022.
LEGAL:	None

MONTHLY SUMMARY
As of October 31, 2022

	FY 2020-21 MONTH OF October-21	FY 2021-22 MONTH OF October-22	FY 2020-21 Year to Date October-21	FY 2021-22 Year to Date October-22	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$4,411,780	\$7,815,107	\$9,643,650	\$14,168,864	42.00%
EXPENDITURE	\$2,612,161	\$3,137,909	\$9,647,209	\$10,492,415	31.10%
Gen. Fund Net Profit (Loss)	\$1,799,619	\$4,677,198	(\$3,559)	\$3,676,449	
WATER & SEWER					
REVENUE	\$1,951,472	\$2,387,871	\$8,615,340	\$10,512,186	28.24%
EXPENDITURE	\$1,675,775	\$1,448,964	\$5,813,039	\$5,497,804	14.77%
Wtr. & Swr. Fund Net Profit (Loss)	\$275,697	\$938,907	\$2,802,301	\$5,014,382	
<i>As of October 31, 2022 a total of \$247,170 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
GAS					
REVENUE	\$2,088,944	\$4,174,735	\$7,448,465	\$16,403,396	47.75%
EXPENDITURES	\$3,169,953	\$4,988,130	\$9,158,914	\$16,072,063	46.78%
Gas Fund Net Profit (Loss)	(\$1,081,009)	(\$813,395)	(\$1,710,449)	\$331,333	
ELECTRIC					
REVENUE	\$4,021,586	\$4,523,651	\$18,183,555	\$20,478,830	37.59%
EXPENDITURES	\$3,909,741	\$4,301,457	\$17,303,016	\$19,709,968	36.17%
Electric Fund Net Profit (Loss)	\$111,845	\$222,194	\$880,539	\$768,862	
STORMWATER					
REVENUE	\$128,450	\$132,235	\$519,602	\$524,399	32.73%
EXPENDITURE	\$78,283	\$97,679	\$417,228	\$408,845	25.52%
Stormwater Fund Net Profit (Loss)	\$50,167	\$34,556	\$102,374	\$115,554	
SOLID WASTE					
REVENUE	\$261,928	\$277,474	\$1,284,693	\$1,111,014	30.54%
EXPENDITURE	\$240,452	\$252,207	\$958,024	\$972,622	26.73%
Solid Waste Fund Net Profit (Loss)	\$21,476	\$25,267	\$326,669	\$138,392	
FIBER OPTICS					
REVENUE	\$208,703	\$1,085,808	\$840,850	\$1,838,140	71.14%
EXPENDITURE	\$189,810	\$196,043	\$706,171	\$798,337	30.90%
Fiber Fund Net Profit (Loss)	\$18,893	\$889,765	\$134,679	\$1,039,803	

	Description	10/31/2022	FY 2023 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$14,168,864	\$33,736,215	42.00%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$852,591	\$4,810,565	17.72%
	Local Option Sales Tax (LOST)	\$2,249,915	\$5,655,350	39.78%
	Other Taxes	\$4,678,105	\$9,844,265	47.52%
	Building Permit & Inspection Fees	\$547,773	\$500,000	109.55%
	Fines and Forfeitures	\$124,588	\$350,000	35.60%
	Operating Transfers In-City Utilities	\$993,389	\$3,921,595	25.33%
	Other Revenues	\$3,787,703	\$6,784,840	55.83%
	School Bonds	\$934,800	\$1,869,600	50.00%
	Total Expenditures	\$10,492,414	\$33,736,215	31.10%
	Personnel Expenses	\$6,729,447	\$21,154,470	31.81%
	Operating Expenses	\$2,371,239	\$8,231,995	28.81%
	Capital Expenses	\$222,178	\$2,010,650	11.05%
	GO Bond Expense for School	\$934,800	\$1,869,600	50.00%
	Library Appropriations	\$234,750	\$469,500	50.00%
	Water & Sewer Fund	Total Revenues	\$10,512,186	\$37,578,785
Water Sales		\$6,228,915	\$14,418,600	43.20%
Sewer Sales		\$3,602,338	\$7,618,465	47.28%
Bond Proceeds		\$0	\$4,750,000	0.00%
Use of Reserves		\$0	\$8,445,720	0.00%
Prior Year Capacity Fees		\$0	\$1,660,000	0.00%
Other Revenues		\$680,933	\$686,000	99.26%
Total Expenditures		\$5,497,805	\$37,578,785	14.63%
Personnel Expenses		\$1,429,317	\$4,772,175	29.95%
Operating Expenses		\$1,553,618	\$5,474,765	28.38%
Capital Expenses		\$582,656	\$16,360,000	3.56%
Capital Expenses (Bond Funds)	\$247,170	\$4,750,000	5.20%	
Transfer To General Fund	\$872,302	\$2,603,620	33.50%	
Debt Payments	\$812,742	\$3,618,225	22.46%	
Gas Fund	Total Revenues	\$16,403,396	\$34,353,845	47.75%
	Gas Sales	\$13,983,439	\$27,171,365	51.46%
	Gas Commodity Charge	\$472,127	\$1,494,210	31.60%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$1,947,830	\$1,627,250	119.70%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$16,072,063	\$34,353,845	46.78%
	Personnel Expenses	\$783,575	\$2,575,270	30.43%
	Operating Expenses	\$511,203	\$1,738,485	29.41%
Purchase of Natural Gas	\$12,405,960	\$19,372,045	64.04%	
Transfer to General Fund	\$1,202,701	\$3,608,105	33.33%	
Debt Service	\$0	\$779,695	0.00%	
Capital Expenses	\$1,168,624	\$6,280,245	18.61%	

	Description	10/31/2022	FY 2023 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$20,478,830	\$54,485,200	37.59%
	Electric Sales	\$19,870,519	\$49,562,840	40.09%
	Other Revenues	\$608,311	\$2,123,850	28.64%
	Use of Reserves	\$0	\$2,798,510	
	Total Expenses	\$19,709,968	\$54,485,200	36.17%
	Personnel Expenses	\$993,903	\$2,942,740	33.77%
	Operating Expenses	\$666,580	\$1,798,105	37.07%
	Purchase of Electricity	\$16,582,210	\$41,921,610	39.56%
	Capital Expenses	\$354,623	\$4,484,790	7.91%
	Transfer to General Fund	\$1,112,652	\$3,337,955	33.33%
Stormwater Fund	Total Revenues	\$524,399	\$1,602,000	32.73%
	Stormwater Revenues	\$514,285	\$1,538,000	33.44%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$10,114	\$14,000	72.24%
	Proceeds from Capital Leases	\$0	\$50,000	0.00%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$408,845	\$1,602,000	25.52%
	Personnel Expenses	\$272,265	\$854,200	31.87%
	Operating Expenses	\$136,580	\$406,145	33.63%
Capital Expenses	\$0	\$341,655	0.00%	
Solid Waste Fund	Total Revenues	\$1,111,014	\$3,638,135	30.54%
	Refuse Collections Revenues	\$1,095,863	\$3,154,240	34.74%
	Other Revenues	\$15,151	\$77,000	19.68%
	Proceeds From Capital Leases	\$0	\$406,895	0.00%
	Total Expenses	\$972,622	\$3,638,135	26.73%
	Personnel Expenses	\$496,806	\$1,541,835	32.22%
	Operating Expenses	\$475,816	\$1,689,405	28.16%
Capital Expenses	\$0	\$406,895	0.00%	
Fiber Optics Fund	Total Revenues	\$1,838,140	\$2,583,800	71.14%
	Fiber Optics Revenues	\$800,308	\$2,399,000	33.36%
	GIS Revenues	\$38,625	\$115,500	33.44%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$999,207	\$69,300	1441.86%
	Total Expenses	\$798,337	\$2,583,800	30.90%
	Personnel Expenses	\$305,806	\$931,440	32.83%
	Operating Expenses	\$416,275	\$1,037,985	40.10%
	MEAG Telecom Statewide Pymt	\$2,628	\$7,890	0.00%
	Debt Payment	\$232	\$0	0.00%
Capital Expenses	\$8,568	\$412,000	2.08%	
Transfers to General Fund	\$64,828	\$194,485	33.33%	

Cash Position	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$64,173,865.40	\$65,068,680.73	\$66,636,417.94	\$68,343,258.41	\$74,286,980.83		
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95	\$188,897,215.65	\$192,476,089.23		
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of October 2022:
 Unrestricted cash increased due to increases in the General, Water, Stormwater, Solid Waste, and Fiber, while decreases occurred in the Electric, Gas, Insurance, and Garage funds.
 Restricted cash increased due to increases in the Hotel Motel Tax, TPD, Motor Vehicle Tax, GO Parks & Rec Bond, SPLOST 2020, Pension, and Debt Service Funds, while decreases occurred in the DEA and ARPA Funds.

SPLOST Account Balances	
SPLOST 2003	\$59,700.98
SPLOST 2014	\$231,991.10
SPLOST 2020	\$7,583,605.41