



CARTERSVILLE CITY COUNCIL MEETING

Council Chambers, Third Floor of City Hall
Thursday, June 15, 2023 at 7:00 PM

AGENDA

COUNCIL PERSONS:

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.](#) June 1, 2023 Council Meeting Minutes

APPOINTMENTS

- [2.](#) Swearing In of Deputy City Clerk
- [3.](#) Library Board
- [4.](#) Alcohol Control Board

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

- [5.](#) ZMA23-01: Zoning Map Amendment
- [6.](#) T23-03 - Amendments to the Zoning Ordinance

RESOLUTIONS

- [7.](#) Agreement to Settle Opioid Litigation

[8.](#) Acceptance of Grant Award

[9.](#) Repeal Ordinance 22-23

FIRST READING OF ORDINANCES

[10.](#) Correction of Ordinance 22-23

SECOND READING OF ORDINANCES

[11.](#) Budget Ordinance for the Fiscal Year 2023-24

[12.](#) Amendment to Utilities Ordinance Regarding Water and Sewer Rates

CONTRACTS/AGREEMENTS

[13.](#) Contracts for Performing Services

[14.](#) Dedication and Maintenance Agreement – Crown Inn

BID AWARD/PURCHASES

[15.](#) Atco-Pettit Creek & JDC Sewer Replacement

[16.](#) Meters for Sattlefield Townhomes

[17.](#) Additional Sod at Soccer Complex

[18.](#) Fiber Optic Cable

[19.](#) Residential Garbage Carts

[20.](#) 8 Yard Slant Front Dumpster

[21.](#) Contractor Labor for Tapping and Stopping

[22.](#) Gas Meter Purchase

[23.](#) Travelers Insurance Fiduciary Coverage

[24.](#) 19 N. Erwin Building Study

[25.](#) First Quarter 2023 Motorola Radio Invoice

SURPLUS EQUIPMENT

[26.](#) Surplus Equipment

RESOLUTIONS

[27.](#) Pension Plan Resolution and Amendments

MONTHLY FINANCIAL STATEMENT

28. April 2023 Financial Report

ADJOURNMENT

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	June 1, 2023 Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from June 1, 2023 have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
City Hall – Council Chambers
June 1, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:02 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Fox made a motion to enter Executive Session for the purpose of Potential Litigation. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Mayor Santini closed Work Session at 6:52 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:01 P.M.

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Roth.

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

Absent:

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. May 18, 2023, Council Meeting Minutes

Council Member Stepp made a motion to approve the May 18, 2023, Meeting Minutes. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 6-0

SECOND READING OF ORDINANCES

2. 3rd Quarter Reporting Text Amendment

Randy Mannino, Planning and Development Director stated following the 3rd Quarter Reporting in November 2022, it was recommended to change the requirements to include four

quarters (Oct-Sept) in the reporting versus the previous requirement of only three quarters (Jan-Sept).

Council Member Fox made a motion to approve the 3rd Quarter Reporting Text Amendment. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 6-0

Reference Ordinance 28-23 and 29-23

FIRST READING OF ORDINANCES

3. Budget Ordinance

Tom Rhinehart, Finance Director, stated the fiscal year 2023-24 budget ordinance is attached. The proposed budget is a balanced budget and increased \$37,565,020 over the fiscal year 2022-23 budget which equates to a 20.92% increase. The proposed budget includes salary adjustments, a small increase in the City's property tax millage rate, an increase in health insurance premiums for both the city and the employees, and a small increase in the water and sewer rates.

Budget comparison by type for the FY 2024 proposed budget compared to the FY 2023 budget include: personnel expenses decrease by \$47,155; operating expenses increased \$2,985,455; purchase of commodities increased by \$11,145,005; debt service expenses increased \$1,952,165; capital expenses increased \$20,559,550, and transfers to the general fund increased \$970,000. Approval was recommended for FY 2023-24 budget as presented.

This is a first reading and will be voted on at the next scheduled City Council Meeting on June 15, 2023.

4. Amendment to Utilities Ordinance Regarding Water and Sewer Rates

Mr. Rhinehart stated the proposed fiscal year 2023-24 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. The increase is as follows: a 2% increase in the residential water and sewer rates for both inside and outside the city limits customers.

The 2% increase will allow the Water Department to continue the maintenance of the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equate to \$0.18 per 1,000 gallons used for city residents. The total estimated increase for a residential water and sewer customer is \$1.27 per month for 7,000 gallons consumed.

With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. Approval was recommended to increase water and sewer rates beginning July 1, 2023.

This is a first reading and will be voted on at the next scheduled City Council Meeting on

June 15, 2023.

CONTRACTS/AGREEMENTS

5. Rotary Club of Etowah for July 4, 2023, Celebration

Dan Porta, City Manager, stated this is a contract between the City of Cartersville and the Rotary Club of Etowah for the July 4th celebration at Dellinger Park. Additionally, JRM Management Services, Inc. has contracted with the Rotary Club of Etowah to coordinate this event and the contract is attached.

Council Member Hodge made a motion to approve the Rotary Club of Etowah for July 4, 2023, Celebration contract. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 6-0

6. Fire Station 5

Scott Carter, Fire Chief, stated the Fire Department respectfully request approval of architecture/engineering services provided by Croft and Associates for the construction of Cartersville Fire Station 5, proposed at 51 Carter Grove Blvd. Croft and Associates designed stations 1, 3 and 4. Continuing, Chief Carter stated they are maintaining the current design with minor changes to accommodate the site. The cost of our proposal is \$412,100 with a requested amount not to exceed \$425,000. This will be a budgeted capital project and it was requested to authorize the mayor to sign any and all documents in reference to this proposal.

Council Member Roth made a motion to approve Fire Station 5. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

CERTIFICATION

7. Stormwater Management Program Certification

Wade Wilson, Public Works Director, stated the City of Cartersville is a community with a Phase II Municipal Separate Storm System (MS4). The General NPDES Permit No. GAG61000 allows us to discharge stormwater from our corporate limits into state waters. Every 5 years, this general permit is revised by the Georgia EPD. To be in compliance with the permit and Notice of Intent that was submitted in November of 2022, the city is required to submit a revised Stormwater Management Program (SWMP). Public Works is requesting Council approval to authorize the mayor to sign the updated SWMP. We also request approval to authorize the City Manager, Public Works Director, or City Engineer to sign all future documents which may contain the City's revised stormwater permit, annual reports, and inspections.

Council Member Fox made a motion to approve the Stormwater Management Program Certification. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

GRANT APPLICATION/ACCEPTANCE

8. LMIG Grant Application

Mr. Wilson stated the City of Cartersville is applying for a Georgia Department of Transportation LMIG Safety Action Program grant. In April, The Georgia Department of Transportation notified Cartersville Public Works about additional LMIG money that can be used to pay 70% for safety projects under \$200,000. Public Works is requesting approval to authorize the mayor to sign the grant application, and to allow Public Works to purchase a rectangular rapidly flashing beacon (RRFB) system to be installed at the existing crosswalk crossing Pine Grove Road near Dellinger Park. The cost of the RRFB system is \$9,050. Once installed and approved, GDOT will reimburse 70%, which is \$6,335. This is a non-budgeted item but can be paid for by Maintenance Funds.

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

BID AWARD/PURCHASES

9. Water Treatment Plant Expansion Engineering

Sidney Forsyth, Water Department Director, stated due to projected significant and rapid water demand, primarily from Bartow County water system customers, it is necessary to expand the capacity of the Water Treatment Plant. The estimated total yield of the City's current lake water storage capacity plus the newly reallocated storage is 37 million gallons per day (MGD), which was Bartow County's 2050 projected demand as determined by the Metropolitan North Georgia Water Planning District in the 2022 Water Resource Management Plan. The current 24-hour treatment capacity of the plant is 20.5 MGD. The Water Department recommends expanding the treatment plant capacity to 37 MGD. Wiedeman and Singleton Engineers have provided a proposed cost of \$6,992,000.00 for design, permitting, bidding, and construction management for this project. This is a budgeted expense in the FY23_24 proposed budget and recommended for approval.

Council Member Hodge made a motion to approve Water Treatment Plant Expansion Engineering. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

10. Water Meters for Stock

Mr. Forsyth stated the Water Department needs to purchase replacement ¾ - inch meters for stock. Kendall Supply is the sole source provider for AMI meters. The cost for one pallet of 192 meters is \$24,921.60.

This is a budgeted item to be paid from account #505.3320.52.2390 and was recommended for approval.

Council Member Cooley made a motion to approve the Water Meters for Stock. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

11. Southway Crane Invoice

Mr. Forsyth stated the Water Pollution Control Plant required the services of an 80-ton crane to remove and replace two aerator gearboxes and a 2500 kVA pad mounted transformer. Due to unforeseen challenges during operations, the cost exceeded the initial quote which was under \$7,500.00. The cost of the service was \$9,427.00. This is a budgeted maintenance item to be paid from account #505.3330.52.2361 and was recommended for approval.

Council Member Roth made a motion to approve the Southway Crane Invoice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 6-0

OTHER BUSINESS

Ragena Poe, 11 Weaver Street, came forward to state that the Etowah Housing Authority had a tree removed between 11 and 13 Weaver Street. Due to this removal, there is a crack in the street and in her driveway.

Additionally, Ms. Weaver inquired if fees were required to be paid at the Dellinger Park pool for therapy patients.

Mr. Santini stated that Mr. Porta would collect her information and be able to get her some answers pertaining to her concerns.

ADJOURNMENT

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

Meeting Adjourned at 7:33 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Swearing In of Deputy City Clerk
DEPARTMENT SUMMARY RECOMMENDATION:	Ashley Peters has been hired as the new Deputy City Clerk. Upon approval by Mayor and Council, Ms. Peters will be sworn in.
LEGAL:	NA



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Library Board
DEPARTMENT SUMMARY RECOMMENDATION:	If approved, Sydney Lutjens will replace Karen Barnhart on the Library Board and her new term will expire June 30, 2026.
LEGAL:	N/A

Meeting: June 15, 2023 Item 3.

Name	Lutjens	Sydney	K
	(last)	(first)	(middle initial)

Address 26 Wellington Drive
(street)

Email Address [REDACTED]

Home Phone _____ Cell Phone _____

City Resident Yes X No _____ Ward 1 2 3 4 5 6

(if applicable)

Former President of the Friends of the Bartow County Library Board

Former elementary school reading and language arts teacher in Marietta City Schools

Current member of the Cartersville Service League

Jill McAllister (Outreach Director, Bartow County Library)		
Valerie Gilreath (President of Board of Directors, The Bookmobile)		
Danielle Graham (President, Cartersville Service League)		

Board/Commission applying for: **Library Board of Trustees**

Reason interested in position (please explain in space provided)

I have a history of loving, supporting, and advocating for all literacy programs and ventures, but specifically for the Bartow County Library System. It is one of the most important resources in our community, and we are fortunate to have a fantastic library system. I served for 4 years on the Friends of the Library Board where our primary goal was fundraising to support library programming. I would love the opportunity to continue to serve my community and library system in a new role.

in a new role.

Sydney Rutjens
Applicant Signature

5/24/2023
Date

Thank you for your interest in serving our community



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Alcohol Control Board
DEPARTMENT SUMMARY RECOMMENDATION:	If approved, Richard Napps is willing to serve as the Mayor's appointee on the Alcohol Control Board for another term which will expire on June 3, 2025.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Public Hearing – 1st reading of Zoning/Annexation Request
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	ZMA23-01: Zoning Map Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This is the Annual Zoning Map Amendment that includes (1) de-annexation case and (3) zoning cases approved by Council in 2022.</p> <p>Planning Commission recommended approval 6-0. Staff recommends approval.</p>
LEGAL:	N/A

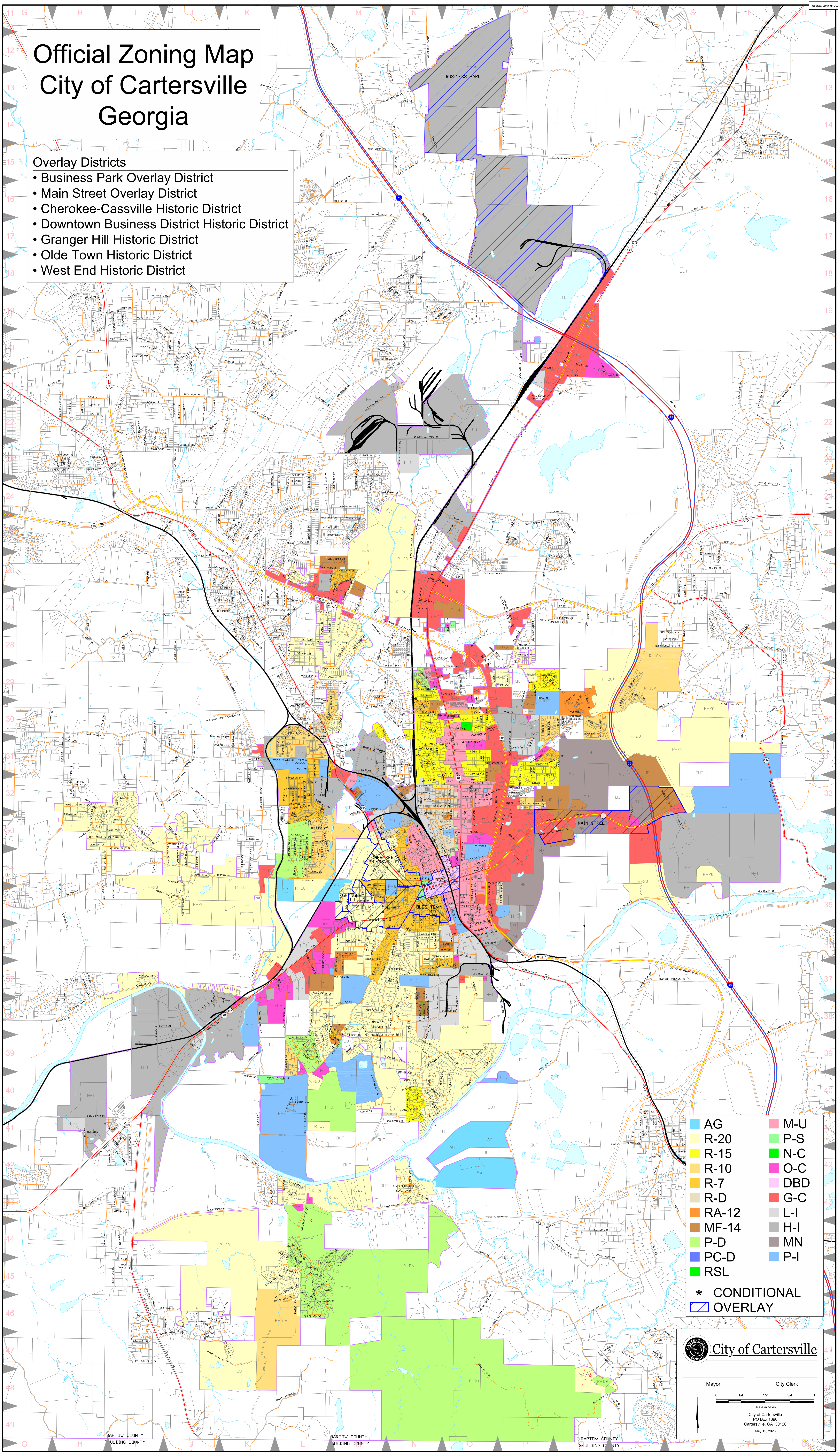
Official Zoning Map

City of Cartersville

Georgia

Overlay Districts

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



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

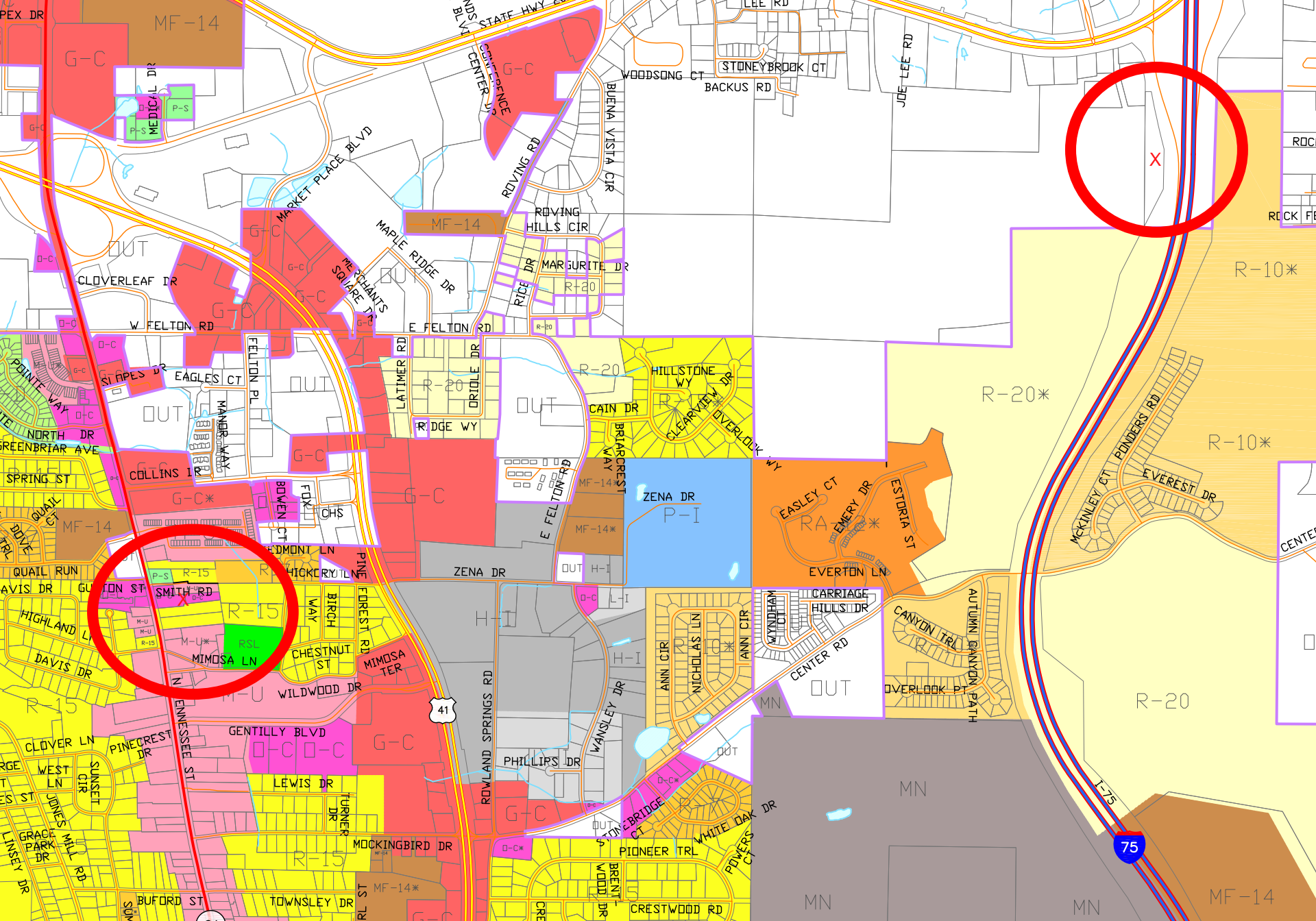


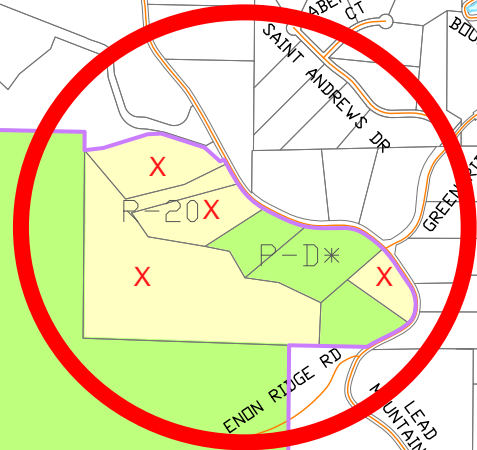
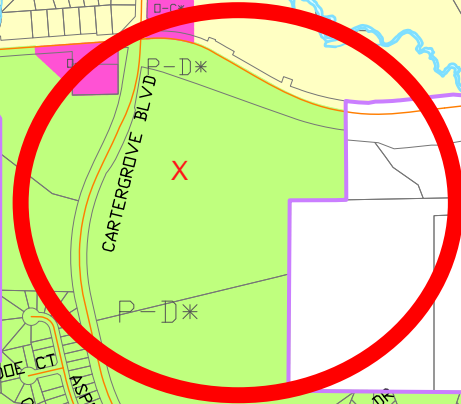
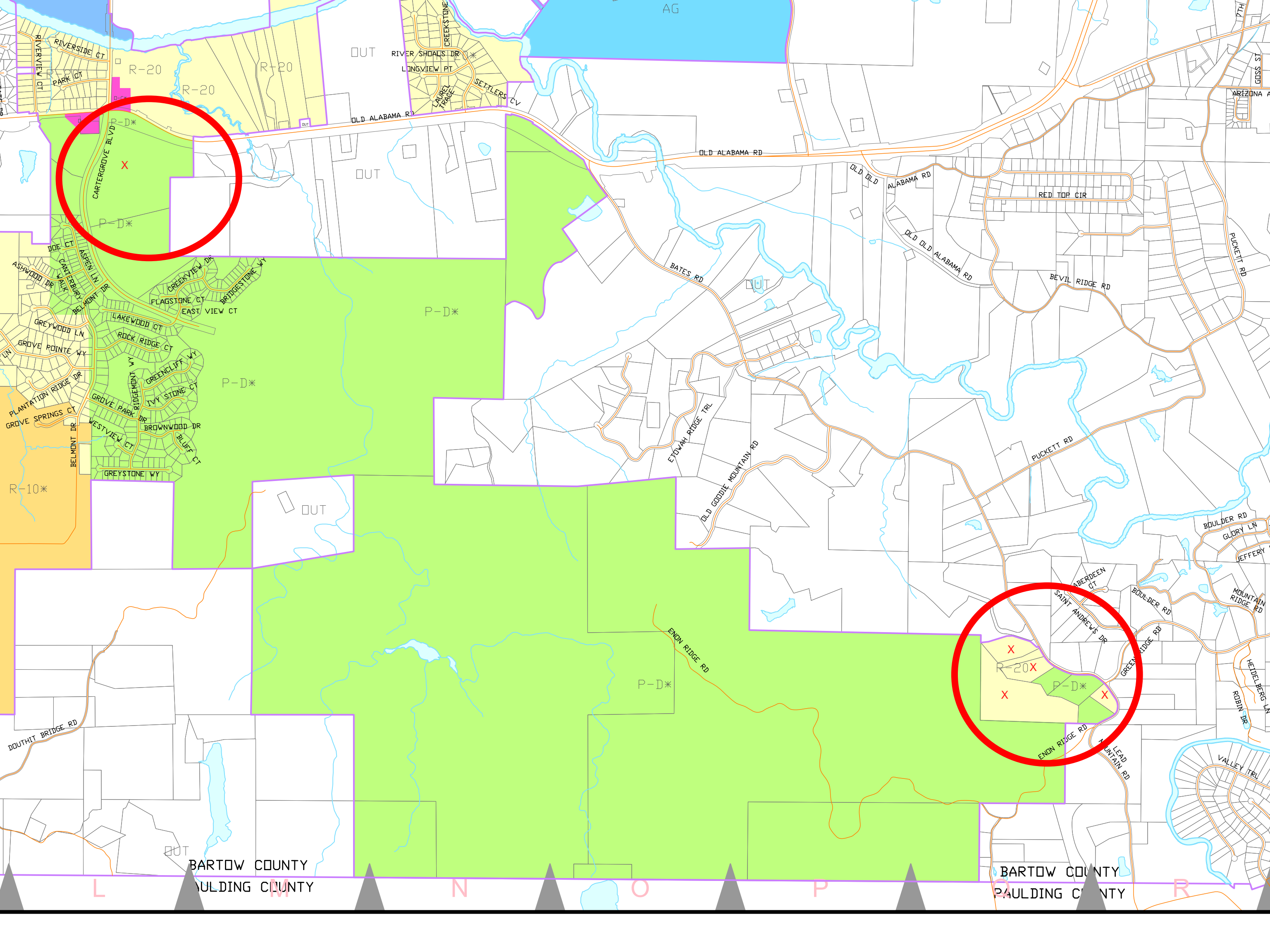
City of Cartersville

Mayor City Clerk

Scale in Miles

City of Cartersville
PO Box 1300
Cartersville, GA 30120
May 15, 2023





BARTOW COUNTY
FLORIDA

BARTOW COUNTY
FLORIDA



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Public Hearing – 1st reading of Zoning/Annexation Request
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T23-03 - Amendments to the Zoning Ordinance
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Multiple Amendments to Chapter 26, of the City’s Zoning Ordinance in response to revisions to the State of Georgia’s Zoning Procedures Law, O.C.G.A. Title 36, Local Government, Chapter 66, Zoning Procedures. HB1405 (2022).</p> <p>Key revisions to the City Ordinance include:</p> <ul style="list-style-type: none"> • Removing the administrative variance option; • Defining “Quasi-Judicial” (board or action) • Increasing the public notification period from 15 days to 30 days for variance hearings; • Incorporating the ten (10) Standards for governing the exercise of zoning power for review of variance and special use permit applications; • Clarifying public notification process for single family to multi-family zoning decisions; and, • Updating the judicial appeals process. <p>Staff recommends approval. Planning Commission approved 6-0.</p>
LEGAL:	NA

Ordinance No. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE II. - INTERPRETATIONS AND DEFINITIONS SEC. 2.2. - DEFINITIONS. is hereby amended by adding the following two definitions:

1.

Sec. 2.2. – Definitions.

Quasi-Judicial officers, boards or agencies. Shall have the same definition as provided for in O.C.G.A. § 36-66-3(1.1).

Zoning Decision. Shall have the same definition as provided for in O.C.G.A. § 36-66-3(4).

2.

All other existing provisions of Sec. 2-2 not changed herein, shall remain as is.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance No. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XIV. BUSINESS PARK OVERLAY. SEC. 14.3. – GENERAL AREA, HEIGHT AND SET BACK REGULATIONS is hereby amended by deleting paragraphs A. and B. in their entirety and replacing as follows:

1.

Sec. 14.3. - General area, height and setback regulations.

A. Reserved.

B. Building height. Building height limitations shall not apply to accessory structures such as water towers, conveyer belts, smokestacks and other incidental and uninhabited parts of industrial uses.

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.

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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XVII. – OFF-STREET PARKING AND SERVICE REQUIREMENTS. SEC. 17.6. – NUMBER OF PARKING SPACES is hereby amended by deleting said section in its entirety and replacing as follows:

1.

Sec. 17.6. – Number of parking spaces.

In order to ensure a proper and uniform development of public parking areas throughout the area of jurisdiction of this chapter, to relieve traffic congestion on the streets, to lessen the amount of impervious surface in the city, and to minimize any detrimental effects on adjacent properties, off-street parking space shall be provided and maintained as called for in the following sections. For any use or class of use not mentioned in this section, the requirements shall be the same as similar use as mentioned herein.

Any decrease in the number of parking spaces required by this section must be approved by the board of zoning appeals under the variance procedures set forth by this chapter.

Parking requirements for additions to existing uses shall be based upon the new addition even if the existing use is deficient. (These regulations shall apply to all districts except the DBD.)

- 17.6.1. *Apartment and multifamily dwelling.* Two (2) spaces for each dwelling unit
- 17.6.2. *Auditorium, stadium, assembly hall, gymnasium, theater, community recreation center, religious institution.* One (1) space per four (4) fixed seats in largest assembly room or area, or one (1) space for each fifty (50) square feet of floor area available for the accommodation of movable seats in the largest assembly room.
- 17.6.3. *Automobile fueling station.* One (1) space (in addition to service area) for each pump and grease rack, but not less than six (6) spaces.
- 17.6.4. *Automobile, truck, recreational vehicle sales and service.* One (1) space for each five hundred (500) square feet of gross floor area.
- 17.6.5. *Automotive, truck, recreational vehicle repair and service.* One (1) space for each five hundred (500) square feet of gross floor area or two (2) spaces per bay.
- 17.6.6. *Billiards and pool halls.* Two (2) spaces per pool table.
- 17.6.7. *Bowling alley.* Two (2) spaces per alley plus requirements for any other use associated with the establishment such as a restaurant, etc.
- 17.6.8. *Club or lodge.* One (1) space for each two hundred (200) square feet of gross floor area within the main assembly area.
- 17.6.9. *Combined uses.* Parking spaces shall be the total of the space required for each separate use established by this schedule.

- 17.6.10. *Convenience food stores with self-service fueling pumps.* One (1) space per two hundred (200) square feet of gross floor space.
- 17.6.11. *Dance school.* One (1) space per two hundred (200) square feet of gross floor area plus safe and convenient loading and unloading of students.
- 17.6.12. *Dormitory, fraternity or sorority.* Three (3) spaces for each four (4) occupants.
- 17.6.13. *Golf course.* Four (4) spaces for each hole, plus requirements for any other use associated with the golf course.
- 17.6.14. *High schools, trade schools, colleges, and universities.* One (1) space for each two (2) teachers, employees and administrative personnel plus five (5) spaces for each classroom.
- 17.6.15. *Hospital or care home.* One (1) space for each two (2) beds.
- 17.6.16. *Hotel/motel.* One (1) space for each guest room, suite, or unit.
- 17.6.17. *Indoor and outdoor recreational areas (commercial) YMCA, and similar uses.* One (1) space for each one hundred fifty (150) square feet of gross floor, building, ground area, or combination devoted to such use.
- 17.6.18. *Industrial or manufacturing establishment or warehouse.* One (1) parking space for each one thousand (1,000) square feet of gross floor area.
- 17.6.19. *Kindergarten and nursery schools.* One (1) space for each employee plus safe and convenient loading of students.
- 17.6.20. *Mobile home park.* One (1) space for each mobile home site.
- 17.6.21. *Office, professional building, or similar use.* One (1) space for each four hundred (400) square feet of gross floor area.
- 17.6.22. *Personal service establishment.* One (1) space for each four hundred (400) square feet of gross floor area.
- 17.6.23. *Restaurant or place dispensing food, drink, or refreshments which provides seating indoors.* One (1) space for each four (4) seats provided for patron use.
- 17.6.24. *Restaurant, drive-thru, with no provision for seating indoors.* One (1) space per one hundred (100) square feet of gross floor area, but not less than ten (10) spaces.
- 17.6.25. *Retail stores of all.* One (1) space for each four hundred (400) square feet of gross floor area.
- 17.6.26. *Schools, elementary.* Three (3) spaces for each classroom, plus safe and convenient loading and unloading of students.
- 17.6.27. *Shopping center.* One (1) space for each four hundred (400) square feet of gross floor area.
- 17.6.28. *Single-family dwelling.* Two (2) spaces per each unit. (A driveway shall not be considered a parking space when determining required parking for a single-family dwelling).

17.6.29. *Wholesale establishment.* One (1) parking space for each one thousand (1,000) square feet of gross floor area.

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.

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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XIX. - INTERPRETATION, ADMINISTRATIVE ACTION, AND ENFORCEMENT SEC. 19.2. - ADMINISTRATIVE VARIANCE. is hereby amended by deleting said section in its entirety and replacing it with the following:

1.

Sec. 19.2. – Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance No. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XIX. - INTERPRETATION, ADMINISTRATIVE ACTION, AND ENFORCEMENT SEC. 19.4. – ZONING ENFORCEMENT OFFICERS; APPEALS. is hereby amended by deleting said section in its entirety and replacing it with the following:

1.

Sec. 19.4. – Zoning enforcement officers; appeals.

The provisions of this chapter shall be administered and enforced by the zoning administrator, and/or his/her designee. Decisions of the zoning administrator may be appealed in accordance with the provisions of this article. Requests for a variance shall be heard and decided by the board of appeals in accordance with the guidelines set forth in Article XXI.

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.

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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXI. - APPEALS. SEC. 21.1. – ESTABLISHMENT OF BOARD OF ZONING APPEALS. is hereby amended by adding a new subsection 21.1.4 as follows:

1.

Sec. 21.1. - Establishment of board of zoning appeals.

21.1.4. The Board of Zoning Appeals, for zoning decisions and variances, is considered a quasi-judicial board as defined by O.C.G.A. § 36-66-3(1.1).

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.

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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXI. - APPEALS. SEC. 21.2. – PROCEEDINGS OF THE BOARD is hereby amended by adding a new subsection 21.2.5 as follows:

1.

Sec. 21.2. – Proceedings of the board of zoning.

21.2.5. For each variance to the ordinance, a separate public hearing shall be required.

2.

All other existing provisions of Sec. 21.2 not changed herein, shall remain as is

3.

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

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXI. - APPEALS. SEC. 21.4. – APPLICATIONS, HEARINGS AND NOTICE. SUBSECTION 21.4.2. PUBLISHED NOTICE. is hereby amended by deleting said subsection in its entirety and replacing it as follows:

1.

Sec. 21.4. - Applications, hearing and notice.

21.4.2. *Published notice.* Due notice of the public hearings pursuant to this article shall be published in the legal organ of Bartow County. Notice advertising the hearing on the appeal or variance and indicating date, time, place and purpose of the public hearing shall be published at least thirty (30) days but not more than forty-five (45) days prior to the date of the hearing. The cost of the advertisement shall be borne by the applicant. For variances, the zoning administrator shall post, at least thirty (30) days prior to the board of appeals' public hearing, in a conspicuous place in the public right-of-way fronting the property or on the property for which an application has been submitted, a sign or signs containing information as to the application number, date, time and place of the public hearing. The board may require the applicant to re-advertise at the applicant's expense or the board's expense, if a request is tabled.

2.

All other existing provisions of Sec. 21.4 not changed herein, shall remain as is.

3.

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

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXI. - APPEALS. SEC. 21.4. – APPLICATIONS, HEARINGS AND NOTICE. SUBSECTION 21.4.3. PUBLISHED NOTICE. is hereby amended by deleting said subsection in its entirety and replacing it as follows:

1.

Sec. 21.4. - Applications, hearing and notice.

21.4.3. *Letters to property owner and adjacent property owners.* The applicant for said appeal or variance shall also give notice of the appeal or variance and the public hearing thereon to the owner of property as required by O.C.G.A. § 36-66-4(g) and all property owners adjoining the property for which said appeal or variance is made or sought. Said notice shall be given to each adjoining property owner by first class mail, with proof of mailing obtained from the Post Office. Proof of mailing means either a first class "certificate of mailing" or a first class "certified mail" receipt; a proof of delivery is not required. Only owners reflected on the records of the tax assessors as of the January 1 of the year the application is filed shall be entitled to notice. In determining the adjoining property owners, road, street or railroad rights-of-way shall be disregarded. Proof of mailing for each recipient shall be provided to the zoning administrator before the public hearing. Said notice must be mailed at least thirty (30) days prior to the date of said scheduled public hearing. In the event a hearing is tabled, the applicant is required at their expense to resend notices of the new date and time for the hearing.

2.

All other existing provisions of Sec. 21.4 not changed herein, shall remain as is.

3.

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

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXI. - APPEALS. SEC. 21.5. – STAY OF PROCEEDINGS. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

Sec. 21.5. – Stay of proceedings.

Stay of proceedings are as provided for in O.C.G.A. § 36-66-5.1(d).

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.

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXI. - APPEALS. SEC. 21.9. – APPEALS. SUBSECTION 21.9.1 APPEALS TO COURT. is hereby amended by deleting said subsection in its entirety and replacing it as follows:

1.

Sec. 21.9. – Appeals.

21.9.1. *Appeal to court.* Recourse from a decision of the Board of Zoning Appeals shall be as provided for in O.C.G.A. § 36-66-5.1(a)(1) or (2) as appropriate, or as otherwise provided for by law.

2.

All other existing provisions of Sec. 21.9 not changed herein, shall remain as is.

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.

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXI. - APPEALS. is hereby amended by adding a new Sec. 21.10 – Certiorari and Service as follows:

1.

Sec. 21.10. – Certiorari and Service.

21.10.1. Certificates. Authority to approve certiorari documents. In order to comply with O.C.G.A. § 36-66-5.1(c), the Chairman of the Board of Zoning Appeals, is authorized to issue certiorari bonds and certificate of costs upon, and related documents confirmation with City staff, that such approvals are appropriate.

21.10.2. Authority to accept service.

(a) For purposes of certiorari proceedings, the Mayor of the City of Cartersville and/or the Chairman of the Board of Zoning Appeals, as appropriate, is authorized to accept service of process on behalf of the City of Cartersville.

(b) The Mayor of the City of Cartersville is authorized to accept service of process on behalf of the City of Cartersville as opposite party.

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.

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXI. - APPEALS. is hereby amended by adding a new Sec. 21.11 – Standards for governing the exercise of zoning power as follows:

1.

Sec. 21.11. – Standards for governing the exercise of zoning power.

(a) The following standards governing the exercise of the zoning power are adopted in accordance with O.C.G.A. § 36-66-5(b):

1. The existing land uses and zoning classification of nearby property;
 2. The suitability of the subject property for the zoned purposes;
 3. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
 4. Whether the subject property has a reasonable economic use as currently zoned;
 5. Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property;
 6. Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property;
 7. Whether the zoning proposal is in conformity with the then current future development plan and community agenda of the comprehensive land use plan as currently adopted or as amended in the future;
 8. Whether the zoning proposal will result in a use which will or could; adversely affect the environment, including, but not limited to, drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity;
 9. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools; and
 10. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
- (b) Said standards shall be printed and available for distribution to the public at all meetings or the Board of Zoning Appeals, in addition to those listed in Section 21.4

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.

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXII. - AMENDMENTS SEC. 22.1. – INITIATION OF AMENDMENTS. SUBSECTION 22.1.3. RESUBMISSION AFTER DENIAL is hereby amended by deleting said subsection in its entirety and replacing as follows:

1.

Sec. 22.1. – Initiation of amendments.

22.1.3. Resubmission after denial. In the event an application for an amendment to the zoning map has been denied, another rezoning application affecting the same property shall not be submitted nor accepted until six (6) months have passed from the date of the final decision by the mayor and city council.

2.

All other existing provisions of Sec. 22.1 not changed herein, shall remain as is

3.

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

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXII. - AMENDMENTS SEC. 22.1 – INITIATION OF AMENDMENTS SUBSECTION 22.1.4 ALTER CONDITIONS is hereby amended by deleting said subsection in its entirety and replacing as follows:

1.

Sec. 22.1. – Initiation of amendments.

22.1.4. *Alter conditions.* An application to alter conditions of rezoning may be submitted at any time after the final decision of the mayor and city council, except in the event that a zoning decision of the property had been denied, then said application cannot be resubmitted until after six (6) months from the final decision of the mayor and city council. The applicant must show a change in circumstances or additional information not available to the applicant at the time of the original decision by the mayor and city council to impose the condition. Another application to alter the same condition shall not be submitted more than once every twelve (12) months, such interval to begin on the date of the final decision by the mayor and city council on said application to amend the condition.

2.

All other existing provisions of Sec. 22.1 not changed herein, shall remain as is

3.

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

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXII. - AMENDMENTS SEC. 22.1 – INITIATION OF AMENDMENTS SUBSECTION 22.1.6 ALTER CONDITIONS is hereby amended by deleting said subsection in its entirety and replacing as follows:

1.

Sec. 22.1. – Initiation of amendments.

22.1.6. *Requirements for city applications.* The requirements of [section 23.2](#) do not apply to any application for amendment initiated by the zoning department staff, the planning commission or the mayor and city council, and such applications shall only contain such information as is required by the zoning administrator. City initiated map changes do not require that the city send letters to property owners or post signs on properties affected. Such notice is not required under the zoning procedures law and is not practical when the city changes large numbers of parcels at one (1) time. This is not applicable to multi-family or single-family residential zoning requirements in which O.C.G.A. § 36-66-4(h) is applicable, and the City shall comply with the requirements as specified therein.

2.

All other existing provisions of Sec. 22.1 not changed herein, shall remain as is

3.

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

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXII. - AMENDMENTS SEC. 22.1 – INITIATION OF AMENDMENTS is hereby amended by adding a new subsection 22.1.9. Multi-family and single-family zoning decisions as follows:

1.

Sec. 22.1. – Initiation of amendments.

22.1.9. Multi-family and single-family zoning decisions. Zoning decisions regarding multi-family uses of property and single-family residential, if applicable, shall comply with the requirements of O.C.G.A. § 36-66-4(h).

2.

All other existing provisions of Sec. 22.1 not changed herein, shall remain as is

3.

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

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXII. – AMENDMENTS. SECTION 22.3 PUBLIC NOTIFICATION. SUBSECTION 22.3.4. CITY EXEMPTIONS is hereby amended by deleting said subsection in its entirety and replacing as follows:

1.

22.3.4 *City exemptions and requirements.* The provisions of sections 22.3.2 and 22.3.3 shall not apply if the application is initiated by the zoning department staff, the planning commission or the mayor and city council. If appropriate, the requirements of O.C.G.A. § 36-66-5.1(h) shall be applicable for City initiated requests.

2.

All other existing provisions of Sec. 22.3 not changed herein, shall remain as is

3.

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

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXII. – AMENDMENTS. SECTION 22.6 ACTION BY THE MAYOR AND CITY COUNCIL SUBSECTION 22.6.1. PUBLIC HEARING. is hereby amended by deleting said subsection in its entirety and replacing as follows:

1.

Sec. 22.6. – Action by mayor and city council.

22.6.1. *Public hearing.* Before taking action on a proposed amendment and after receipt of the planning commission recommendations, the mayor and city council shall hold a public hearing on the proposed amendment made pursuant to this article, which shall be advertised as stated in section 22.3 and conducted pursuant to section 22.7, except as required by O.C.G.A. § 36-66-4(h), which requirements shall be followed therein.

2.

All other existing provisions of Sec. 22.6 not changed herein, shall remain as is

3.

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

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXII. - AMENDMENTS SEC. 22.8. - APPEALS TO SUPERIOR COURT is hereby amended by deleting said section in its entirety and replacing as follows:

1.

Sec. 22.8. – Appeals and Stay.

(a) Appeals Recourse from a zoning decision of the City Council shall be in accordance with O.C.G.A. § 36-66-5.1(a)(1).

(b) Stay of proceedings are as provided for by O.C.G.A. § 36-66-5.1(d).

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.

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXII. – AMENDMENTS. SECTION 22.9 STANDARDS FOR GOVERNING THE EXERCISE OF ZONING POWER. is hereby amended by deleting said section in its entirety and replacing as follows:

1.

Sec. 22.9. Standards for governing the exercise of zoning power.

(a) The following standards governing the exercise of the zoning power are adopted in accordance with O.C.G.A. § 36-66-5(b):

1. The existing land uses and zoning classification of nearby property;
2. The suitability of the subject property for the zoned purposes;
3. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
4. Whether the subject property has a reasonable economic use as currently zoned;
5. Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property;
6. Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property;
7. Whether the zoning proposal is in conformity with the then current future development plan and community agenda of the comprehensive land use plan as currently adopted or as amended in the future;
8. Whether the zoning proposal will result in a use which will or could; adversely affect the environment, including, but not limited to, drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity;
9. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools; and
10. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

(b) Said standards shall be printed and available for distribution to the public at all planning commission meetings and city council meetings in which zoning decisions or the exercise of zoning powers are being considered.

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.

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXII. - AMENDMENTS is hereby amended by adding a new Sec. 22.13. – Multi-family and Single-family residential per O.C.G.A. § 36-66-4(h) as follows:

1.

Sec. 22.13. – Multi-family and single-family residential per O.C.G.A. § 36-66-4(h).

Multi-family and single-family residential zoning decisions in which O.C.G.A. § 36-66-4(h) is applicable, shall comply with the requirements for hearings, meetings, and notification as required by O.C.G.A. § 36-66-4(h).

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.

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXIII. – SPECIAL USE PERMIT. SECTION 23.4 - APPEALS TO SUPERIOR COURT. is hereby amended by deleting said section in its entirety and replacing as follows:

1.

Sec. 23.4. – Appeals and stay.

(a) Appeal. Recourse from a decision by the mayor and city council in regard to a special use permit shall be as provided for by O.C.G.A. 36-66-5.1(a)(2) or as otherwise provided for by law.

(b) Stay. Stay of proceedings shall be provided for by O.C.G.A. 36-66-5.1(d).

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.

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXIII. – SPECIAL USE PERMIT. SEC. 23.5 - REAPPLICATION is hereby amended by deleting said section in its entirety and replacing as follows:

1.

Sec. 23.5. – Reapplication.

An application for special use which has been denied shall not be resubmitted for a period of six (6) months.

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.

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXIII. – SPECIAL USE PERMIT. is hereby amended by adding a new Sec. 23.6. – Standards for governing the exercise of zoning power for special use permits as follows:

1.

Sec. 23.6. – Standards for governing the exercise of zoning power for special use permits.

(a) The following standards governing the exercise of the zoning power for special use permits are adopted in accordance with O.C.G.A. § 36-66-5(b):

1. The existing land uses and zoning classification of nearby property;
2. The suitability of the subject property for the zoned purposes;
3. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
4. Whether the subject property has a reasonable economic use as currently zoned;
5. Whether the proposed zoning will be a use that is suitable in view of the use and development of adjacent and nearby property;
6. Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property;
7. Whether the zoning proposal is in conformity with the then current future development plan and community agenda of the comprehensive land use plan as currently adopted or as amended in the future;
8. Whether the zoning proposal will result in a use which will or could; adversely affect the environment, including, but not limited to, drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity;
9. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools; and
10. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

(b) Said standards shall be printed and available for distribution to the public at all planning commission meetings and city council meetings in which zoning decisions or the exercise of zoning powers for special use permits are being considered.

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.

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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 CARTERSVILLE OF CARTERSVILLE - CODE OF ORDINANCES CHAPTER 26 - ZONING ARTICLE XXIII. – SPECIAL USE PERMIT. is hereby amended by adding a new Sec. 23.7. – Certiorari and service. as follows:

1.

Sec. 23.7. – Certiorari and service.

23.7.1. Certificates. Authority to approve certiorari documents. In order to comply with O.C.G.A. § 36-66-5.1(c), the Mayor is authorized to issue certiorari bonds and certificate of costs, and other documents, upon confirmation with City staff that such approvals are appropriate.

23.7.2. Authority to accept service.

(a) For purposes of certiorari proceedings, the Mayor of the City of Cartersville and/or the Chairman of the Board of Zoning Appeals, as appropriate, is authorized to accept service of process on behalf of the City of Cartersville.

(b) The Mayor of the City of Cartersville is authorized to accept service of process on behalf of the City of Cartersville as opposite party.

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.

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:	June 15, 2023
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Agreement to Settle Opioid Litigation
DEPARTMENT SUMMARY RECOMMENDATION:	This resolution is the agreement to settle with Publix Super Markets, Inc. concerning the prescription opioid litigation.
LEGAL:	This resolution was written by the City Attorney.

RESOLUTION _____

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF CARTERSVILLE, GEORGIA (“CITY”) AGREEING TO SETTLE
WITH PUBLIX SUPER MARKETS, INC. CONCERNING THE
PRESCRIPTION OPIOID LITIGATION**

WHEREAS, the City initiated litigation against certain manufacturers, distributors, and pharmacy chains in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief; and

WHEREAS, defendant Publix Super Markets, Inc. (“Publix”) has separately reached a settlement framework with certain local government entities; and

WHEREAS, certain Georgia local government entities seek to resolve the litigation with Publix and maximize the recovery from this settlement; and

WHEREAS, the City desires to agree to settle with Publix.

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

Section 1. The Mayor and City Council, as the governing body of the City, hereby agree to settle with Publix and to be bound by the Release.

Section 2. The Mayor and City Council hereby appoint Dan Porta as the duly appointed representative of the City for the purposes of agreeing to be bound by the settlement agreement.

Section 3. The Mayor and The City Council direct the duly appointed representative of the City to execute the settlement agreement with Publix upon such terms approved by the Mayor and City Council, with the advice of the City Attorney.

Section 4. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law.

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND
CITY COUNCIL OF THE CITY OF CARTERSVILLE**, this ____ day of _____, 2023.

ATTEST:

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

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

[SEAL]



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Acceptance of Grant Award
DEPARTMENT SUMMARY RECOMMENDATION:	This Resolution is for the acceptance of a grant from the State. This grant will cover the purchase of tasers for the Police Department.
LEGAL:	Reviewed by Archer & Lovell

RESOLUTION _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE APPROVING AND AUTHORIZING ACCEPTANCE OF GRANT FUNDING FROM THE GEORGIA GOVERNOR'S OFFICE OF PLANNING AND BUDGET THROUGH THE PUBLIC SAFETY AND COMMUNITY VIOLENCE REDUCTION GRANT PROGRAM TO PROVIDE THE POLICE DEPARTMENT WITH 56 AXON ENTERPRISE, INC. 2021 TASER7 CERTIFICATION BUNDLES IN ORDER TO ENABLE LAW ENFORCEMENT OFFICERS TO EFFICIENTLY AND EFFECTIVELY DE-ESCALATE VIOLENT ENCOUNTERS WITH CITIZENS WHO HAVE BEEN MENTALLY AND PSYCHOLOGICALLY AFFECTED BY THE PANDEMIC

WHEREAS, the City of Cartersville has been awarded \$221,760 in grant funding from the Georgia Governor's Office of Planning and Budget as part of the Public Safety and Community Violence Reduction Grant program; and,

WHEREAS, the purpose of said grant shall be to purchase 56 Axon Enterprise, Inc. 2021 TASER7 Certification Bundles to be distributed to all certified law enforcement officers in the agency to be used as a less lethal option when encountering uncooperative suspects; and,

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to accept grant funds from the Georgia Governor's Office of Planning and Budget as part of the Public Safety and Community Violence Reduction Grant program in order to perform those activities specified within this resolution; and,

BE IT FURTHER RESOLVED, that the Mayor and City Clerk of Cartersville are hereby authorized to execute any and all documents as may be required to accompany said award documentation and to provide the Georgia Governor's Office of Planning and Budget any and all Support Documentation which is considered to be part of said award process.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 15th day of June, 2023.

ATTEST:

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Repeal Ordinance 22-23
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas Department requests to repeal Ordinance 22-23.
LEGAL:	Reviewed by Archer & Lovell

RESOLUTION _____

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF CARTERSVILLE REPEALING ORDINANCE 22-23**

WHEREAS, Ordinance 22-23 was read on May 4, 2023 and May 18, 2023 and passed by the Mayor and City Council; and

WHEREAS, it has come to the attention of the Gas Department that a billing rate error is contained within said Ordinance; and

WHEREAS, the Gas Department requests said Ordinance 22-23 be repealed and that the Emergency Ordinance correcting said billing rate error be considered and passed by the Mayor and City Council.

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

That the Mayor and City Council of the City of Cartersville repeal Ordinance 22-23.

**BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND
CITY COUNCIL OF THE CITY OF CARTERSVILLE**, this ____ day of _____, 2023.

ATTEST:

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

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Correction of Ordinance 22-23
DEPARTMENT SUMMARY RECOMMENDATION:	This Emergency Ordinance revision amends Article IX.- Gas System Division 2. – Rates Sec. 24-233, to correct the consumption price contained within the chart.
LEGAL:	Reviewed by Archer & Lovell

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 – UTILITIES. ARTICLE IX. – GAS SYSTEM. DIVISION 2. – RATES. SEC. 24-223. – SAME-INDUSTRIAL. is hereby amended by deleting said section in its entirety and replacing it as follows:

1.

To correct the all consumption @ price contained within the chart of (b) below:

Sec. 24-223. Same—Industrial.

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

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

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

Monthly service charge	\$100.00
All consumption in therms @	0.33
Plus PGCI	/therm

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

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

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

2.

That this ordinance be deemed emergency in nature, to correct a billing error description and billing price, and is to become effective upon adoption on one reading.

BE IT AND IT IS HEREBY ORDAINED

EMERGENCY READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Budget Ordinance for the Fiscal Year 2023-24
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The fiscal year 2023-24 budget ordinance is attached. The proposed budget is a balanced budget and increased \$37,565,020 over the fiscal year 2022-23 budget which equates to a 20.92% increase. The proposed budget includes salary adjustments, a small increase in the City's property tax millage rate, an increase in health insurance premiums for both the city and the employees, and a small increase in the water and sewer rates.</p> <p>Budget comparison by type for the FY 2024 proposed budget compared to the FY 2023 budget include: personnel expenses decrease by \$47,155; operating expenses increased \$2,985,455; purchase of commodities increased by \$11,145,005; debt service expenses increased \$1,952,165; capital expenses increased \$20,559,550, and transfers to the general fund increased \$970,000. I recommend approval of the proposed FY 2023-24 budget as presented.</p>
LEGAL:	N/A

Ordinance
of the
City of Cartersville, Georgia

Ordinance No. _____

NOW BE IT HEREBY ORDAINED by the Mayor and City Council that pursuant to the City of Cartersville Charter; the City of Cartersville Fiscal Year 2023 – 2024 budget.

2023 - 2024 Budget Summary

<u>General Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
Revenues	\$39,874,050	
Expenditures:		
Legislative		\$ 5,732,590
Administration		\$ 1,262,780
Finance Dept.		\$ 1,403,620
Customer Service Dept.		\$ 1,612,720
Police		\$ 8,480,785
Fire		\$11,647,295
Municipal Court		\$ 280,880
Public Works		\$ 2,956,625
Recreation		\$ 4,881,780
Planning & Development		\$ 1,614,975
 <u>Special Revenue Funds</u>		
GO Park Bonds Series 2014	\$ 931,400	\$ 931,400
America Rescue Plan (ARPA)	\$ 2,000,000	\$ 2,000,000
Tourism Product Development	\$ 150,000	\$ 150,000
SPLOST – 2003	\$ 0	\$ 0
SPLOST – 2014	\$ 291,995	\$ 291,995
SPLOST - 2020	\$ 5,605,615	\$ 5,605,615
DEA	\$ 271,500	\$ 271,500
State Forfeiture	\$ 3,000	\$ 3,000
Hotel/Motel Tax	\$ 1,657,050	\$ 1,657,050
Motor Vehicle Rental Tax	\$ 112,765	\$ 112,765
Grant Funds	\$ 200,000	\$ 200,000
Development Fees	\$ 5,000	\$ 5,000
Tax Allocation District	\$ 310,000	\$ 310,000

Enterprise Funds

Fiber Optics	\$ 2,620,325	\$ 2,620,325
Electric	\$62,949,910	\$62,949,910
Gas	\$48,484,010	\$48,484,010
Solid Waste	\$ 3,499,000	\$ 3,499,000
Stormwater	\$ 1,582,000	\$ 1,582,000
Water & Sewer	\$44,800,765	\$32,079,185
Water Pollution Control Plant		\$ 6,307,550
Water Treatment Plant		\$ 6,414,030

Internal Service Fund

Garage	\$ 1,743,150	\$ 1,743,150
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BE IT AND IT IS HEREBY ORDAINED.

ADOPTED, this ____ day of June 2023. First Reading.

ADOPTED this ____ day of June 2023. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Amendment to Utilities Ordinance Regarding Water and Sewer Rates
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The proposed fiscal year 2023-24 budget includes an increase in the Water and Sewer Fund to help address the maintenance and capital issues of the water fund. The increase is as follows: a 2% increase in the residential water and sewer rates for both inside and outside the city limits customers.</p> <p>The 2% increase will allow the Water Department to continue the maintenance of the existing water and sewer system as well as update/expand the system to fulfill the needs of existing customers. For residential customers, the water and sewer rate increase equates to \$0.18 per 1,000 gallons used for city residents. The total estimated increase for a residential water and sewer customer is \$1.27 per month for 7,000 gallons consumed.</p> <p>With the proposed increase in the water and sewer rates, the City of Cartersville residents will remain one of the lowest in the surrounding municipalities. The increase is needed to maintain the existing system and plan for any necessary future expansions. Approval is recommended to increase water and sewer rates beginning July 1, 2023.</p>
LEGAL:	N/A

Ordinance No. _____

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES CHAPTER 24. UTILITIES. ARTICLE IV. WATER SERVICE Section 24-64 WATER AND SEWAGE RATE and Section 24-147 SEWAGE RATES is hereby amended by deleting paragraph (a) (2) and (b)(2) in their entirety and replacing them with the following:

1.

Sec. 24-64. Water & Sewage Utility Rates.

(a.) Water Monthly Billing	City	Outside City
(2) Plus consumption as follows:		
(i) Residential Meters		
(a) 0 – 8 consumptions per month	\$2.31/100 cu. ft./ \$3.08/1000 Gal.	\$4.22/100 cu. ft./ \$5.64/1000 Gal.
(b) 9 – 14 consumptions per month	\$3.46/100 cu. ft./ \$4.62/1000 Gal.	\$4.34/100 cu. ft./ \$5.80/1000 Gal.
(c) 15 – 19 consumptions per month	\$5.23/100 cu. ft./ \$6.99/1000 Gal.	\$5.23/100 cu. ft./ \$6.99/1000 Gal.
(d) 20 + consumptions per month	\$7.30/100 cu. ft./ \$9.76/1000 Gal.	\$7.30/100 cu. ft./ \$9.76/1000 Gal.
(ii) Apartments, Multiples & Commercial Meters	\$3.78/100 cu. ft./ \$5.06/1000 Gal.	\$5.13/100 cu. ft./ \$6.86/1000 Gal.
(iii) Irrigation System Meters	\$5.23/100 cu. ft./ \$6.99/1000 Gal.	\$5.23/100 cu. ft./ \$6.99/1000 Gal.
(iv) Industrial and All Other Meters	\$2.31/100 cu. ft./ \$3.08/1000 Gal.	\$4.22/100 cu. ft./ \$5.64/1000 Gal.
(v) Wholesale Meters	\$2.31/100 cu. ft./ \$3.08/1000 Gal.	\$4.22/100 cu. ft./ \$5.64/1000 Gal.
(b.) Sewage Monthly Billing	City	Outside City
(2) Plus consumption	\$2.53/100 cu. ft./ \$3.38/1000 Gal.	\$4.48/100 cu. ft./ \$5.99/1000 Gal.

2..

This Ordinance shall become effective on July 1, 2023.

3.

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

[SIGNATURES ON NEXT PAGE]

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:	June 1, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Contracts for Performing Services
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This item includes the Contracts for Performing Services for those agencies that are awarded funds each year as part of the annual budget. The agencies and amounts for this year are:</p> <ul style="list-style-type: none"> • Cartersville-Bartow Library/ \$469,500.00 • Cultural Arts Alliance/ \$41,000.00 • Juvenile Court/ \$15,000.00 • Bartow Health Access/ \$2,000.00 • Good Neighbor Homeless Shelter/ \$15,000.00 • Eddie Lee Wilkins Youth Association/ \$18,000.00 • Bartow-Cartersville Joint Development Authority/\$250,000.00 • Downtown Development Authority/ \$ 220,000.00 • Bartow County Library Inc./ \$10,000.00 • Bartow Recovery/ \$10,000.00 <p>All these contracts are budgeted in FY2023.</p>
LEGAL:	The original contract was reviewed by Archer & Lovell.

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Cartersville-Bartow County Library System** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide all citizens of the city with resources and services to help met their information, educational, cultural, and recreational needs.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$469,500.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2023 - June 30, 2024

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Library Systems
Carmen Sims
429 W. Main Street
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this ____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

331040
EEV/Basic Pilot Program* User Identification Number

Carmen Sims
BY: Authorized Officer or Agent
(Contractor Name)

3-31-23
Date

Bartow County Library System Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

429 West Main Street Cartersville GA 30120
Contractor Address

Carmen Sims
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
31 DAY OF March, 2023

Tiffany Dotson
Notary Public
My Commission Expires:
9-28-2024



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Carmen Sims

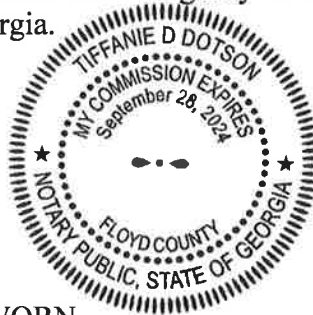
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow County Library System

[Name of business, corporation, partnership]

- 1) ☒ I am a United States citizen
- 2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



Carmen Sims 3-31-23
Signature of Applicant: Date

Carmen Sims 3-31-23
Printed Name: Date

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

31 DAY OF March, 2023

*

Alien Registration number for non-citizens

Tiffanie D Dotson
Notary Public

My Commission Expires: 9-28-24

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Cultural Arts Alliance of Cartersville/Bartow County, Inc.** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide various cultural activities for the citizens of Cartersville, Georgia

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$41,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2023 - June 30, 2024

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting requests should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cultural Arts Alliance of Cartersville/Bartow County, Inc.
Meghann Humphreys
P.O. Box 243
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
20_____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

333898

EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer or Agent
(Contractor Name)

March 17, 2023
Date

Cultural Arts Alliance of Cartersville - Bartowco - President
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 243, Cartersville, GA 30120
Contractor Address

Meghan K. Humphreys
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

17th DAY OF March, 2023

[Signature]
Notary Public

My Commission Expires: June 16, 2024



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Meghann K. Humphreys, President

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Cultural Arts Alliance of Cartersville-Bartow County

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

[Signature] 03/17/23
Signature of Applicant: Date

Meghann K. Humphreys 03/17/23
Printed Name: Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

17th DAY OF March 2023

Alien Registration number for non-citizens

[Signature]
Notary Public

My Commission Expires: June 15, 2026

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow County Juvenile Court** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide substance abuse prevention education

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$15,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2023 - June 30, 2024

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their a must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Juvenile Court of Bartow County
Judge Neal Brunt
135 Cherokee Avenue
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this
_____ day of _____, 20_____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20_____.
Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Steve Taylor, County Commissioner

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow County Juvenile Court of Bartow County

[Name of business, corporation, partnership]

- 1) x I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

21st DAY OF March, 20 23

Signature of Applicant: Steve Tghm Date 03-21-23

Steve Taylor, Commissioner

Printed Name: _____

*
Alien Registration number for non-citizens

Samara Warren

Notary Public

My Commission Expires: 3-15-2026

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

137838
EEV/Basic Pilot Program* User Identification Number

BY: Steve Taylor
Authorized Officer or Agent
(Contractor Name)

03-21-2023
Date

Bartow County
Contractor/Entity Name

County Commissioner
Title of Authorized Officer or Agent of Contractor

135 West Cherokee Avenue, Suite 251, Cartersville, GA 30120
Contractor Address

Steve Taylor
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

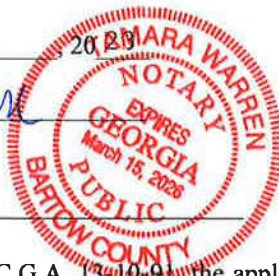
BEFORE ME ON THIS THE

21st DAY OF March

Jamara Warren
Notary Public

My Commission Expires:

3-15-2026



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow Health Access** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Bartow Health Access, Inc. is organized exclusively for charitable and educational purposes, to provide accessible health care for those without insurance; more specifically, to create premier health status in our community by enhancing, coordinating and providing plans and partnerships which address accessibility, accountability, prevention, education and information.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$2000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2023 – June 30, 2024

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow Health Access
C/o Gary James
31 Point North Dr #105
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this ____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

20-8092710
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

3-13-23
Date

BARTOW Health Access Ex Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

31 Pointe North Drive Cartersville, GA 30120
Contractor Address

[Signature]
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
13 DAY OF March, 2023

[Signature]
Notary Public

My Commission Expires:
04/04/2025



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

GARY JAMES
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

BARTOW HEALTH ACCESS d/b/a TOWNEIR Community Clinic
[Name of business, corporation, partnership]

- 1) ☒ I am a United States citizen
- 2) ☒ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



[Signature] 3-13-23
Signature of Applicant: Date
GARY JAMES
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
13th DAY OF March, 2023

*
Alien Registration number for non-citizens

[Signature]
Notary Public
My Commission Expires: 04/04/2025

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Good Neighbor House**

hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Operate a temporary homeless shelter for homeless men, women & families in the City of Cartersville. Clients receive shelter, food, clothing, mail/phone access, and assistance in locating housing.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$15,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2023 – June 30, 2024

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
 P. O. Box 1390
 Cartersville, GA 30120

For the Contractee: Good Neighbor House
 Attn: Doug Belisle
 PO Box 664
 Cartersville, GA 30120

Meeting: June 15, 2023 Item 13.

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this
_____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____,
20_____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

DOUGLAS J. BEUSLE

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

HOMELESS SHELTER ACTION COMMITTEE, INC.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17 DAY OF March, 2023

Amanda Pruitt

Notary Public

My Commission Expires: 11-12-26

[Signature]
Signature of Applicant:

3/17/23
Date

DOUGLAS J. BEUSLE
Printed Name:

*
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

332020
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

3/17/23
Date

HOMELESS SHELTER ACTION COMMITTEE EXECUTIVE DIRECTOR
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. BOX 664 CARTERSVILLE, GA 30120
Contractor Address

DOUGLAS J. BELISLE
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

17 DAY OF March, 2023

[Signature]
Notary Public

My Commission Expires:

11-12-26



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Eddie Lee Wilkins (ELW) Youth Association** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

The ELW Youth Association, Inc. will conduct an athletic, social intervention and educational Summer Program for the youth of Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

The City of Cartersville will pay a total of \$18,000.00 for the 2024 Summer Program in one (1) installment. Prior to the payment being made, the Contractee must provide a written contract indicating that they have the use of an approved basketball gymnasium to conduct the program. If said contract is not provided by the date of the payment due hereunder, this Agreement shall be null and void and the City has no further obligations to Contractee. The installment will be paid on or about June 30, 2024.

Section 3. Contractee agrees to perform the above described activities within the following time period:

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the

City, Contractee will have ten (10) days to respond to said request to the app
official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Eddie Lee Wilkins, Executive Director
162 Concord Close Circle
Smyrna, GA 30082

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this ____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

319 045

EEV/Basic Pilot Program* User Identification Number

Eddie Lee Wilkins (ELW) Youth Assn, Inc 3/4/2023
 BY: Authorized Officer or Agent Date
 (Contractor Name)

Eddie Lee Wilkins (ELW) Youth Assn, Inc Dawn Wilkins, Vice-President
 Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

P.O. Box 722 Cartersville, GA 30120
 Contractor Address

Dawn Wilkins
 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

04 DAY OF March, 20 23

Darius M Jones
 Notary Public

My Commission Expires:

01/04/2023 01/04/2027



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Dawn Wilkins

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Eddie Lee Wilkins (ELW) Youth Assn: Inc.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.



[Signature]
Signature of Applicant:

3/4/2023
Date

Dawn Wilkins
Printed Name:

3/4/2023

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
04 DAY OF March, 20 23

*
Alien Registration number for non-citizens

[Signature]
Notary Public

My Commission Expires: 01/04/2027

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow Cartersville Joint Development Authority** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To operate and provide for a Cartersville-Bartow County Department of Economic Development that works to maintain a balance of industrial, commercial and residential growth while protecting resources, the environment and the quality of life in Cartersville and Bartow County.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$250,000.00

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2023 – June 30, 2024

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting requests should be sent to the

Meeting: June 15, 2023 Item 13.

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Cartersville-Bartow County Dept. of Economic Development
C/o Melinda Lemmon
P.O. Box 2224
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this ____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

By: _____

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

409322
EEV/Basic Pilot Program* User Identification Number

Melinda Lemmon
BY: Authorized Officer or Agent
(Contractor Name)

3/24/2023
Date

Bartow-Cartersville Joint Dev. Authority
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

Director Executive

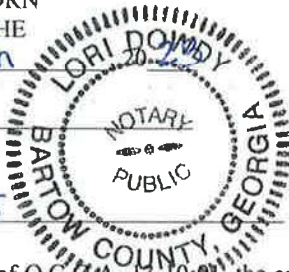
P.O. Box 2224, Cartersville, GA 30120
Contractor Address

Melinda Lemmon
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
24 DAY OF March

[Signature]
Notary Public
My Commission Expires:

1/25/2025



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Melinda Lemmon

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow-Cartersville Joint Development Authority

[Name of business, corporation, partnership]

- 1) ☒ I am a United States citizen
- 2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Melinda Lemmon
Signature of Applicant:

3/24/2023
Date

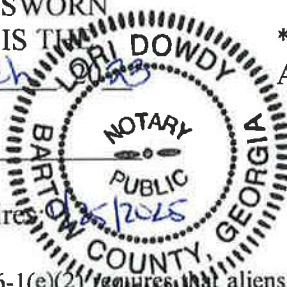
Melinda Lemmon
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS DAY

24 DAY OF March

[Signature]
Notary Public

My Commission Expires: 05/2025



* n/a
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Downtown Development Authority** hereinafter referred to as “Contractee.”

W I T N E S S E T H

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

To revitalize and redevelop the central business district of the City by promoting trade, commerce, industry and employment opportunities and maintaining the historic district for generations to come.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$220,000.00 per year to be paid at \$55,000.00 each calendar quarter

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2023 - June 30, 2024

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of the budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Downtown Development Authority
Ms. Lillie Read
P.O. Box 1390
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals
this ____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this ____, day of _____, 20____.

Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

109605
EEV/Basic Pilot Program* User Identification Number

Lillie Read Lillie Read
BY: Authorized Officer or Agent
(Contractor Name)

3-21-23
Date

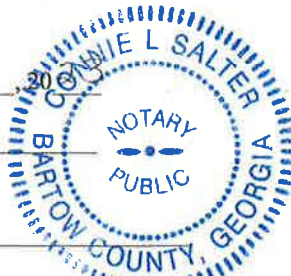
Downtown Development Authority for Cartersville Lillie Read, Executive Director
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

1 Friendship Plaza, Cartersville, GA 30120
Contractor Address

Lillie Read
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21st DAY OF March, 2023

Connie L. Salter
Notary Public
My Commission Expires:
Feb. 3, 2025



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Lillie Read

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Downtown Development authority for Cartersville

[Name of business, corporation, partnership]

- 1) X I am a United States citizen
- 2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Lillie Read 3-21-23
Signature of Applicant: Date

Lillie Read
Printed Name: _____

SUBSCRIBED AND SWORN

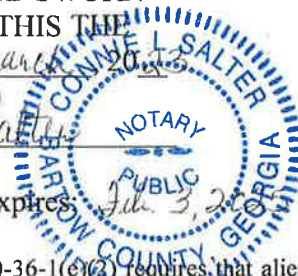
BEFORE ME ON THIS THE

21st DAY OF March, 2023

Cornie L. Salter

Notary Public

My Commission Expires



* _____
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(c)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

AGREEMENT made this ____ day of _____, 20____, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation and political subdivision of the State of Georgia, hereinafter referred to as “City” and **Bartow County Library, Inc.** hereinafter referred to as “Contractee.”

WITNESSETH

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants,

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants,

WHEREAS, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

Provide a Learning Center for children and adults which includes resources and services to encourage learning and love for reading.

Section 2. In exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

\$10,000.00 per year to be paid at \$2,500.00 each calendar quarter

Section 3. Contractee agrees to perform the above described activities within the following time period:

July 1, 2023 – June 30, 2024

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month which indicates at a minimum all funds received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

Section 5. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 6. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

Section 7. If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

Section 8. The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

Section 9. Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

Section 10. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Bartow County Library, Inc.
c/o Alexis Carter-Callahan
34 Fairfield Drive SW
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of: City of Cartersville, Georgia

Witness

Matthew J. Santini, Mayor

Notary Public

Julia Drake, City Clerk

The above Agreement is hereby accepted this _____, day of _____, 20____.
Signed in the presence of:

Witness

By: _____

Notary Public

Title: _____

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Bartow County Library Board, Inc. - Alexis Carter-Callahan

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Bartow County Library Board, Inc.

[Name of business, corporation, partnership]

1) ☒ I am a United States citizen

2) ☐ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Alexis Carter-Callahan 3/27/23
Signature of Applicant: Date

Alexis Carter-Callahan 4/27/23
Printed Name: Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

27 DAY OF April, 2023

[Signature]
Notary Public

My Commission Expires: 10-25-2026

*
Alien Registration number for non-citizens

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

NBEA1013
EEV/Basic Pilot Program* User Identification Number
Alexis Carter-Callahan
BY: _____
Authorized Officer or Agent
(Contractor Name)

4/21/23
Date

Bartow County Library, Inc. Library Representative
Contractor/Entity Name Title of Authorized Officer or Agent of Contractor

Summer Hill Complex, 129 Aubrey Street, Cartersville, GA 30120
Contractor Address
Alexis Carter-Callahan
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

27 DAY OF April, 2023

[Signature]
Notary Public

My Commission Expires: 10-25-2026



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA
CITY OF BARTOW

THIS AGREEMENT made this _____ day of _____, 20____, between the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation and political subdivision of the State of Georgia, (hereinafter referred to as “City”) and **RECOVERY BARTOW, INC.**, a Georgia non-profit corporation, (hereinafter referred to as “Contractee”).

W I T N E S S E T H:

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x), the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants; and

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants; and

WHEREAS, City is receiving settlement funds from the National Opioid Settlement agreements between various drug manufacturers, drug distributors and pharmacies, as authorized by the State of Georgia. Information on such settlements can be found at <https://nationalopioidsettlement.com/>. Pursuant to the various settlement agreements, a portion of the funds is provided to local governments, such as the City, and such funds are to be used for opioid remediation uses, as specified in an exhibit to the settlements labeled “Exhibit E – List of Opioid Remediation Uses.” Exhibit E is attached hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. City agrees to provide Contractee \$10,000.00 (Ten Thousand Dollars) for the 2023-2024 year, from the opioid settlement funds it receives to be used as specified herein.
2. Contractee agrees it will provide opioid remediation uses as listed on Exhibit E, including but not limited to, supporting persons in treatment and recovery (items 6, 10 and 12 of Paragraph B of Schedule B, on page E-6 of Exhibit E).
3. Contractee agrees that it will only use City-provided opioid settlement funds for purposes approved in Exhibit E, which may include purposes not specified in paragraph 4 above, as long as they are listed within Exhibit E.
4. Contractee shall report quarterly to the City regarding the expenditure of the funds and certify that it is expending the funds in compliance with Exhibit E. The Contractee may be

required to provide reports in certain formats if required by the National Opioid Settlement or the City's CFO.

5. The Contractee shall provide various financial information to the City, including but not limited to:

- a. The Contractee shall be required to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity", as amended and with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3).
- b. The Contractee shall also comply with all provisions of the "Georgia Security and Immigration Compliance Act" (O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1) and the Immigration Reform and Control Act of 1986 (8 USC § 1621 (c)) and to provide the required documentation regarding said compliance, said documentation being attached hereto as "Exhibit A" and made a part of the official contract documents.
- c. Other various forms of financial documents as may be required.

6. Contractee shall not discriminate against any recipient of services provided through this funding because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical or mental disability.

7. Contractee acknowledges that it is functioning as an independent Contractee in the performance of work under this Agreement. The City shall not direct the time, method or manner of the work performed.

8. This contract shall be for the term July 1, 2023 – June 30, 2024.

9. Either party may terminate this Agreement at any time with at least 90 days' notice.

10. If the funds provided herein to Contractee, exceeds 33⅓ of their annual budget, Contractee must comply with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et. seq. and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq.

11. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

12. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

13. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Recovery Bartow
Attn: Barbara Hoffman, Executive Director
109 Stonewall Street
Cartersville, Ga 30120

14. The foregoing constitutes the entire agreement of the parties, superseding any verbal discussions, and it shall only be modified in writing.

IN WITNESS WHEREOF, the parties hereto set their hands and affixed their seals this the date first above written.

CITY:

Attest:

CITY OF CARTERSVILLE, Georgia, a
municipal corporation of the State of Georgia

By: _____
Julia Drake, City Clerk

By: _____
Matthew J. Santini

[AFFIX SEAL]

CONTRACTEE:

Attest:

RECOVERY BARTOW, INC., a Georgia non-
profit corporation

By: _____
Janet Queen, Secretary

By: _____
Barbara Hoffman, CEO/Executive Dir.

[CORPORATE SEAL]

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) /Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

1813775

EEV/Basic Pilot Program* User Identification Number

Barbara Hoffman
BY: Authorized Officer or Agent
(Contractor Name)

06-13-2023
Date

Recovery Bartow, Inc.
Contractor/Entity Name

Executive Director
Title of Authorized Officer or Agent of Contractor

109 Stonewall St. Cartersville, GA 30120
Contractor Address

Barbara Hoffman
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

12th DAY OF June, 2023

Lisa Ann Cochran

Notary Public

My Commission Expires:

11-13-2023



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Barbara Hoffman

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Recovery Bartow, Inc.

[Name of business, corporation, partnership]

- 1) I am a United States citizen
- 2) X I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Barbara Hoffman 06-12-2023
Signature of Applicant: Date

Barbara Hoffman

Printed Name:

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

12 DAY OF June, 2023

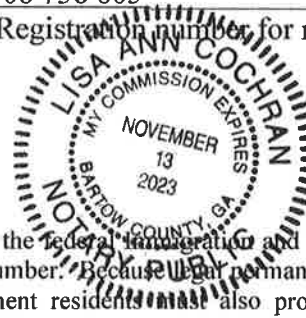
Lisa Ann Cochran

Notary Public

My Commission Expires: 11-13-2023

* A008 738 605

Alien Registration number for non-citizens



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Dedication and Maintenance Agreement – Crown Inn
DEPARTMENT SUMMARY RECOMMENDATION:	This is the Certificate of Dedication and Maintenance Agreement of water and sewer lines for the Crown Inn Sewer Project on Tennessee Street. It is recommended for approval.
LEGAL:	Reviewed by Archer & Lovell

**STATE OF GEORGIA
COUNTY OF BARTOW**

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT
(Sewer Lines – Crown Inn)

THIS AGREEMENT, made and entered the 7th day of JUNE, 2023, by and between, **SHRI PARSHVA 1214, LLC** (hereinafter referred to as “Grantor”), and the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation, (hereinafter referred to “Grantee”), provides as follows:

For and in consideration of the approval of a final plat of development under the Development Regulations for the City of Cartersville, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor, being the owner of fee simple title to all lands shown and depicted upon said Development Plans for Crown Inn Sewer Design, Sewer Easement Exhibit, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A,” does hereby dedicate and convey in fee simple to Grantee for the use and benefit of the public forever all sewer lines, any water and sewer easements, manholes, and other facilities and infrastructure and other public purposes in accordance with the construction plans as approved for the Crown Inn Project, Cartersville, Georgia. Grantor hereby warrants that this conveyance is free and clear of any liens and encumbrances, except those specifically made known to and accepted by the City in writing.

GRANTOR has provided to the City of Cartersville, a Performance and Maintenance Bond from United Casualty and Surety Insurance Company, in the amount of \$43,500.00 consisting of 10% of the total cost of sewer lines, any sewer easements, manholes, and other facilities and infrastructure and other public purposes improvements. The Performance and Maintenance Bond shall expire pursuant to the conditions stated therein.

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

At the end of the twelve (12) month maintenance period, the Grantee shall perform an inspection of the development. The Grantor shall be notified of the inspection results in writing within thirty (30) days from the date of expiration of the twelve (12) month maintenance period. If repairs are needed for the improvements to meet City specifications, the Grantor shall be required to make such repairs within sixty (60) days after written notification by the Grantee. If

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

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

[SIGNATURE ON NEXT PAGE]

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

Signed, sealed and delivered
in the presence of:

SHRI PARSHVA 1214, LLC

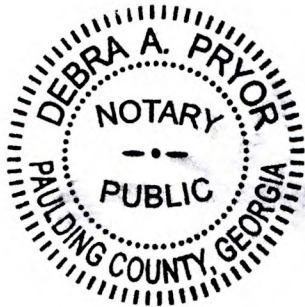
[Signature], James R. [Signature], By: B.R. Shah
Witness

Debra A. Pryor
Notary Public

Print Name: Bela Rakesh Shah
Title: owner

My Commission Expires: 11-16-25

[SEAL]



ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement for Crown Inn Sewer Project, was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 20__ by a vote of AYE _____ NAY _____, ABSTAIN _____, and ABSENT _____.

Matthew J. Santini, Mayor

ATTEST:

Julia Drake, City Clerk

EXHIBIT "A"

DEVELOPMENT PLANS FOR: CROWN INN - SEWER DESIGN

LAND LOT 124
4TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GEORGIA
DATE: SEPTEMBER 15, 2022



LOCATION MAP

NTS

Richard Osborne
Richard Osborne AICP
Bartow County Zoning
Approved 12/21/2022

APPROVED
BARTOW COUNTY
COMMUNITY DEVELOPMENT

M. Cox



Bartow County Fire Marshal
Plan Review and Conceptual Approval
These plans and specifications have been reviewed to determine compliance with the local and state safety to life and property fire laws, codes, and regulations. I hereby approve of this project with the understanding that the responsibility to design, construct, and maintain the building in compliance with applicable laws, codes and standards.

CONSTRUCTION EXIT GPS LOCATION:
LATITUDE: 34.196886 LONGITUDE: 84.80009

24 HOUR CONTACT
SANDRA LILLY
770-382-4374



TOTAL SITE AREA = 0.79 ACRES
INITIAL DISTURBED AREA= 0.10 ACRES
TOTAL DISTURBED AREA = 0.80 ACRES



12.12.2022

BARTOW COUNTY COMMUNITY DEVELOPMENT RECEIVED

PLAN NUMBER: 22090068

SUBMITTAL: 2nd

DATE: 11/21/2022

BY: DT

COMMENTS: lsimonson@southlandengineers.com

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

CROWN INN - SEWER DESIGN
LOCATED IN LAND LOTS 124
4TH DISTRICT, 3RD SECTION
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

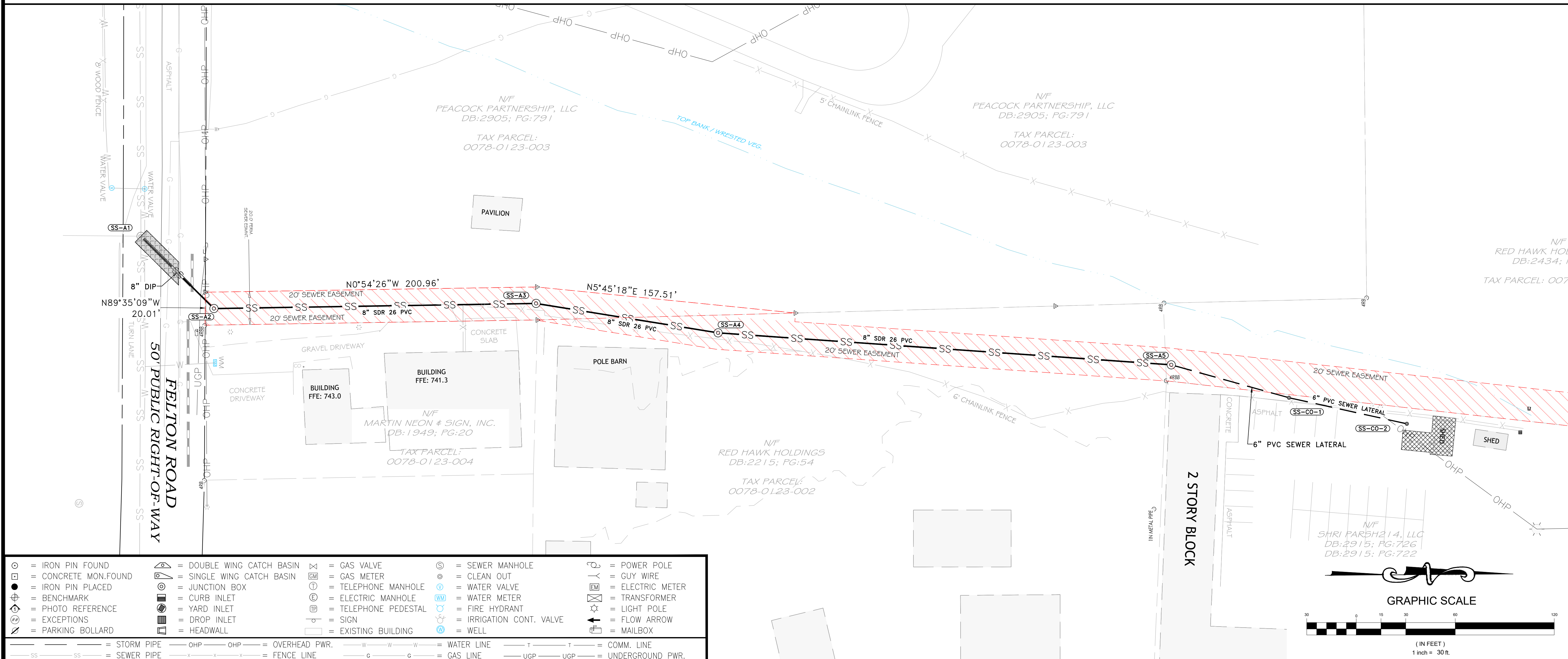


SHEET TITLE:

SEWER
EASEMENT
EXHIBIT

SHEET NO.:

C301



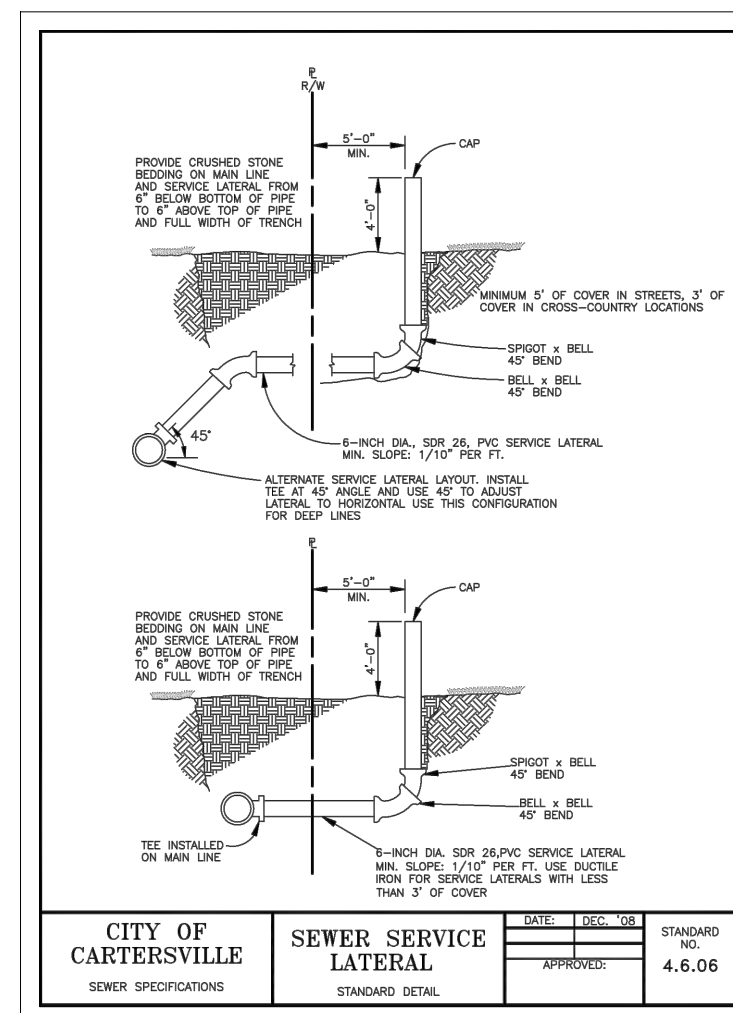
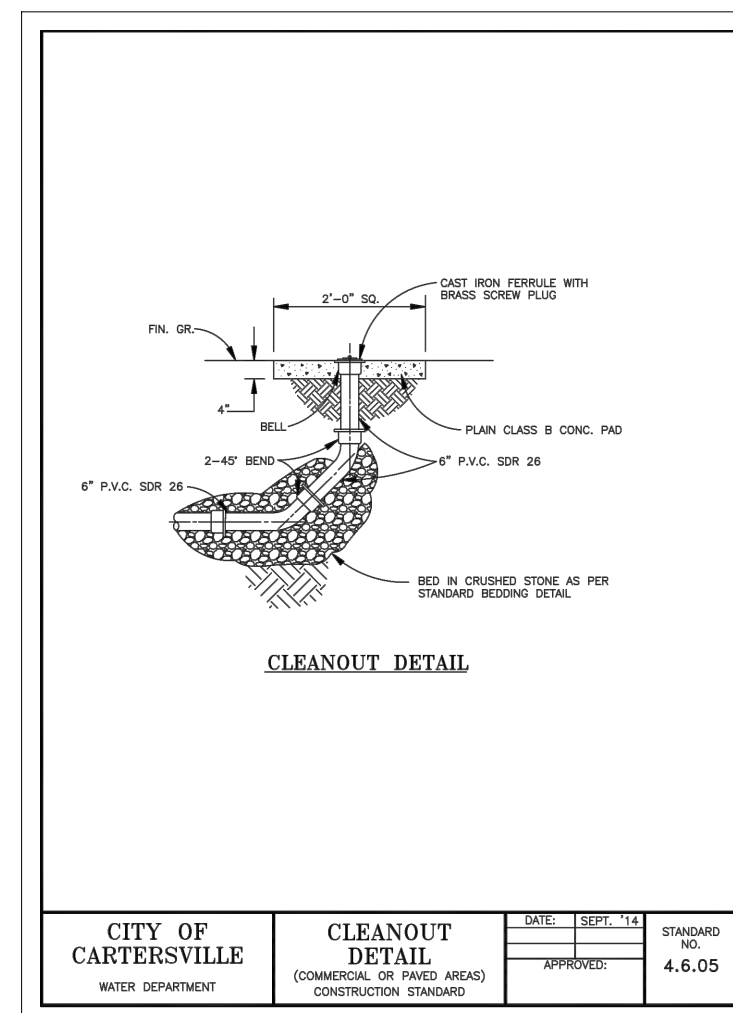
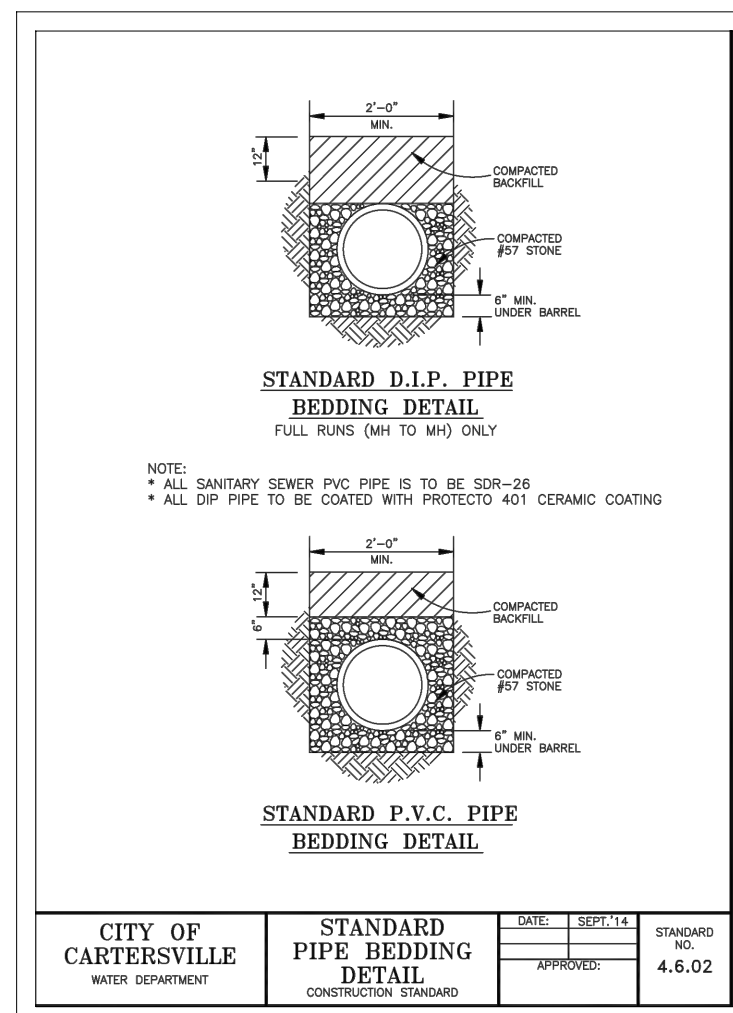
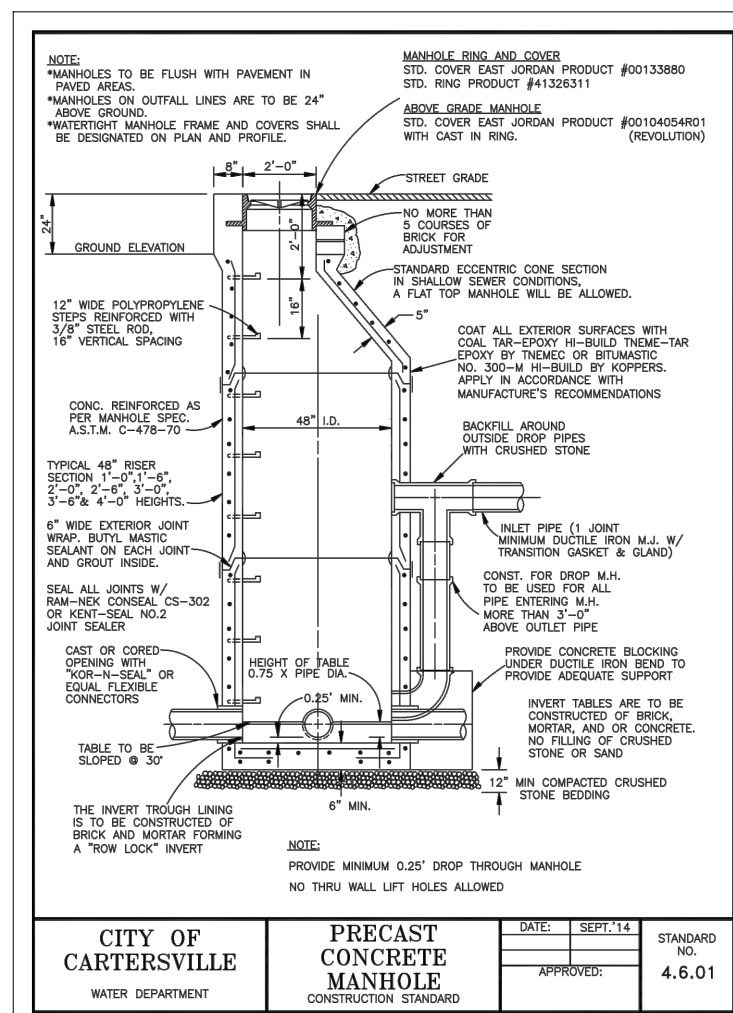
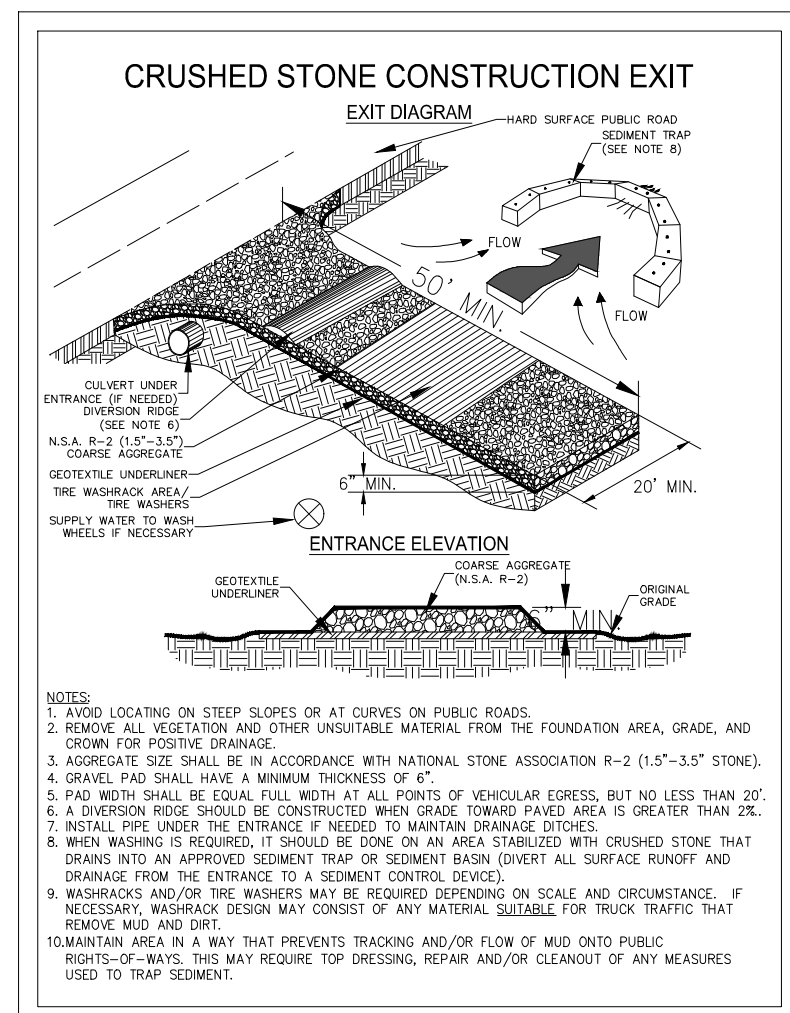
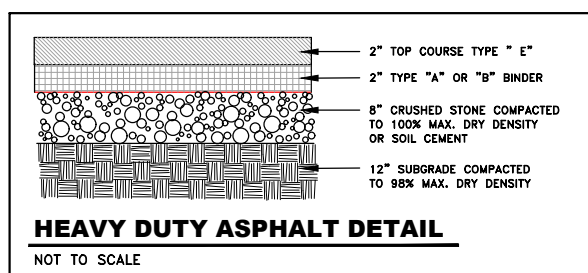
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24 HOUR CONTACT
SANDRA LILLY
770-382-4374

TOTAL SITE AREA = 0.79 ACRES
INITIAL DISTURBED AREA=0.10 ACRES
TOTAL DISTURBED AREA = 0.80 ACRES

⊙ = IRON PIN FOUND	⊙ = DOUBLE WING CATCH BASIN	⊙ = GAS VALVE	⊙ = SEWER MANHOLE	⊙ = POWER POLE
⊙ = CONCRETE MONFOUND	⊙ = SINGLE WING CATCH BASIN	⊙ = CLEAN OUT	⊙ = GUY WIRE	⊙ = GUY WIRE
⊙ = IRON PIN PLACED	⊙ = JUNCTION BOX	⊙ = TELEPHONE MANHOLE	⊙ = WATER VALVE	⊙ = ELECTRIC METER
⊙ = BENCHMARK	⊙ = CURB INLET	⊙ = TELEPHONE PEDestal	⊙ = WATER METER	⊙ = TRANSFORMER
⊙ = PHOTO REFERENCE	⊙ = YARD INLET	⊙ = SIGN	⊙ = FIRE HYDRANT	⊙ = LIGHT POLE
⊙ = EXCEPTIONS	⊙ = DROP INLET	⊙ = EXISTING BUILDING	⊙ = IRRIGATION CONT. VALVE	⊙ = FLOW ARROW
⊙ = PARKING BOLLARD	⊙ = HEADWALL	⊙ = WELL	⊙ = COMM. LINE	⊙ = COMM. LINE
SS = STORM PIPE	CHP = OVERHEAD PWR.	W = WATER LINE	UGP = UNDERGROUND PWR.	UGP = UNDERGROUND PWR.
SS = SEWER PIPE	CHP = OVERHEAD PWR.	G = GAS LINE	UGP = UNDERGROUND PWR.	UGP = UNDERGROUND PWR.



Meeting: June 15, 2023 Item 14.

19150

DATE:
9/15/22

REVISIONS:	DATE	DESCRIPTION
1	10/17/22	REVISED PER COMMENTS
2	10/23/22	REVISED PER COMMENTS
3		
4		
5		
6		

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

CROWN INN - SEWER DESIGN
LOCATED IN LAND LOTS 124
4TH DISTRICT, 3RD SECTION
CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA



SHEET TITLE:

GRADING PLAN,
SEWER PROFILE,
EROSION DETAILS
& CONSTRUCTION
DETAILS

SHEET NO.:

C601

DEFINITION

APPLYING PLANT RESIDUES OR OTHER SUITABLE MATERIALS, PRODUCED ON THE SITE IF POSSIBLE, TO THE SOIL SURFACE.

CONDITIONS

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE. MULCH CAN BE USED AS A SINGULAR EROSION CONTROL DEVICE FOR UP TO SIX MONTHS, BUT IT SHALL BE APPLIED AT THE APPROPRIATE DEPTH, DEPENDING ON THE MATERIAL USED, ANCHORED, AND HAVE A CONTINUOUS 90% COVER OR GREATER OF THE SOIL SURFACE. MAINTENANCE SHALL BE REQUIRED TO MAINTAIN APPROPRIATE DEPTH AND 90 % COVER. TEMPORARY VEGETATION MAY BE EMPLOYED INSTEAD OF MULCH IF THE AREA WILL REMAIN UNDISTURBED FOR LESS THAN SIX MONTHS. IF AN AREA WILL REMAIN UNDISTURBED FOR GREATER THAN SIX MONTHS, PERMANENT VEGETATIVE TECHNIQUES SHALL BE EMPLOYED.

SPECIFICATIONS

MULCHING WITHOUT SEEDING

THIS STANDARD APPLIED TO GRADES OR CLEARED AREAS WHERE SEEDINGS MAY NOT HAVE A SUITABLE GROWING SEASON TO PRODUCE AN EROSION RETARDMENT COVER, BUT CAN BE STABILIZED WITH A MULCH COVER.

SITE PREPARATION

1. GRADE TO PERMIT THE USE OF EQUIPMENT FOR APPLYING AND ANCHORING MULCH.

2. INSTALL NEEDED EROSION CONTROL MEASURES AS REQUIRED SUCH AS DIKES, DIVERSIONS, BERMS, TERRACES AND SEDIMENT BARRIERS.

3. LOOSEN COMPACT SOIL TO A MINIMUM DEPTH OF 3 INCHES.

MULCHING MATERIALS

SELECT ONE OF THE FOLLOWING MATERIALS AND APPLY AT THE DEPTH INDICATED:

1. DRY STRAW OR HAY SHALL BE APPLIED AT A DEPTH OF 2 TO 4 INCHES PROVIDING COMPLETE SOIL COVERAGE. ONE ADVANTAGE OF THIS MATERIAL IS EASY APPLICATION.

2. WOOD WASTE (CHIPS, SAWDUST OR BARK) SHALL BE APPLIED AT A DEPTH OF 2 TO 3 INCHES. ORGANIC MATERIAL FROM THE CLEANSING STAGE OF DEVELOPMENT SHOULD REMAIN ON SITE, BE CHIPPED, AND APPLIED AS MULCH. THIS METHOD OF MULCHING CAN GREATLY REDUCE EROSION CONTROL COSTS.

3. POLYETHYLENE FILM SHALL BE SECURED OVER BANKS OF STOCKPILED SOIL MATERIAL FOR TEMPORARY PROTECTION. THIS MATERIAL CAN BE SALVAGED AND REUSED.

APPLYING MULCH

WHEN MULCH IS USED WITHOUT SEEDING, MULCH SHALL BE APPLIED TO PROVIDE FULL COVERAGE OF THE EXPOSED AREA.

1. DRY STRAW OR HAY MULCH AND WOOD CHIPS SHALL BE APPLIED UNIFORMLY BY HAND OR BY MECHANICAL EQUIPMENT.

2. IF THE AREA WILL EVENTUALLY BE COVERED WITH PERENNIAL VEGETATION, 20-30 POUNDS OF NITROGEN PER ACRE IN ADDITION TO THE NORMAL AMOUNT SHALL BE APPLIED TO OFFSET THE UPTAKE OF NITROGEN CAUSED BY THE DECOMPOSITION OF THE ORGANIC MULCHES.

3. APPLY POLYETHYLENE FILM ON EXPOSED AREAS.

ANCHORING MULCH

1. STRAW OR HAY MULCH CAN BE PRESSED INTO THE SOIL WITH A DISK HARROW WITH THE DISK SET STRAIGHT OR WITH A SPECIAL "PACKER DISK." DISKS MAY BE SMOOTH OR SERRATED AND SHOULD BE 20 INCHES OR MORE IN DIAMETER AND 8 TO 12 INCHES APART. THE EDGES OF THE DISK SHOULD BE DULL ENOUGH NOT TO CUT THE MULCH BUT TO PRESS IT INTO THE SOIL LEAVING MUCH OF IT IN AN ERECT POSITION. STRAW OR HAY MULCH SHALL BE ANCHORED IMMEDIATELY AFTER APPLICATION. TACKIFIERS AND BINDERS CAN BE USED. PLEASE REFER TO SPECIFICATION TB-TACKIFIERS AND BINDERS. PLASTIC MESH OR NETTING WITH MESH NO LARGER THAN ONE INCH BY ONE INCH SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

2. NETTING OF THE APPROPRIATE SIZE SHALL BE USED TO ANCHOR WOOD WASTE. OPENINGS OF THE NETTING SHALL NOT BE LARGER THAN THE AVERAGE SIZE OF THE WOOD WASTE CHIPS.

3. POLYETHYLENE FILM SHALL BE ANCHOR TRENCHED AT THE TOP AS WELL AS INCREMENTALLY AS NECESSARY.

Ds1

DISTURBED AREA STABILIZATION WITH MULCHING

DEFINITION

THE ESTABLISHMENT OF TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDINGS FOR SEASONAL PROTECTION ON DISTURBED OR DENUDDED AREA.

CONDITIONS

TEMPORARY GRASSING, INSTEAD OF MULCH, CAN BE APPLIED TO ROUGH GRADED AREAS THAT WILL BE EXPOSED FOR LESS THAN SIX MONTHS. TEMPORARY VEGETATIVE MEASURES SHOULD BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMIC AND EFFECTIVE STABILIZATION. MOST TYPES OF TEMPORARY VEGETATION ARE IDEAL TO USE AS COMPANION CROPS UNTIL THE PERMANENT VEGETATION IS ESTABLISHED.

SEEDING RATES FOR TEMPORARY SEEDING

SPECIES	BROADCAST RATES		PLANTING DATES BY RESOURCE AREA	REMARKS
	RATE PER ACRE ²	PURE LIVE SEED (PLS) PER 1000 S.F.		
BARLEY	3 BU (144 LBS)	3.3 LBS	8/15 - 11/25	14,000 SEED PER POUND. WINTER HARDY. USE ON PRODUCTIVE SOILS
LESPEDeza	40 LBS	0.9 LBS	2/1 - 5/1	200,000 SEED PER POUND. MAY VOLUNTEER FOR SEVERAL YEARS. USE INCLINANT FL.
LOVEGRASS, WEEPING	4 LBS	0.2 LBS	5/15 - 6/15	1,500,000 SEED PER POUND. MAY LAST FOR SEVERAL YEARS. MIX WITH SERICEA LESPEDEZA.
MILLET, BROWN TOP	40 LBS	0.9 LBS	4/1 - 7/1	157,000 SEED PER POUND. QUICK DENSE COVER. WILL PROVIDE EXCESSIVE COMPETION IN MATURES IF SEEDED AT SEED RATE.
MILLET, PEARL	50 LBS	1.1 LBS	6/1 - 8/1	18,000 SEED PER POUND. QUICK DENSE COVER. MAY REACH 8 FT IN HEIGHT. NOT RECOMMENDED FOR MIXTURES.
OATS	9 BU (128 LBS)	2.9 LBS	9/1 - 12/1	13,000 SEED PER POUND. USE ON PRODUCTIVE SOILS. NOT AS A WINTER HARDY AS RYE OR BARNY.
RYE	3 BU (168 LBS)	3.8 LBS	7/15 - 12/1	18,000 SEED PER POUND. QUICK COVER. DROUGHT TOLERANT AND WINTER HARDY.
RYEGRASS, ANNUAL	40 LBS	0.9 LBS	8/1 - 5/1	227,000 SEED PER POUND. DENSE COVER. VERY COMPETITIVE AND NOT TO BE USED IN MIXTURES.
SUDANGRASS	60 LBS	1.4 LBS	4/1 - 9/1	15,000 SEED PER POUND. GOOD ON DROUGHTY SITES. NOT RECOMMENDED FOR MIXTURES.
WHEAT	3 BU (180 LBS)	4.1 LBS	9/15 - 1/1	15,000 SEED PER POUND. WINTER HARDY.

*UNUSUAL SITE CONDITIONS MAY REQUIRE HEAVIER SEEDING RATES
**SEEDING DATES MAY NEED TO BE ALTERED TO FIT TEMPERATURE VARIATIONS AND CONDITIONS

SPECIFICATIONS

GRADING AND SHAPING

EXCESSIVE WATER RUN-OFF SHALL BE REDUCED BY PROPERLY DESIGNED AND INSTALLED EROSION CONTROL PRACTICES SUCH AS CLOSED DRAINS, DITCHES, DIKES, DIVERSIONS, SEDIMENT BARRIERS AND OTHERS.

NO SHAPING OR GRADING IS REQUIRED IF SLOPES CAN BE STABILIZED BY HAND-SEEDED VEGETATION OR IF HYDRAULIC SEEDING EQUIPMENT IS TO BE USED.

SEEDBED PREPARATION

WHEN A HYDRAULIC SEEDER IS USED, SEEDBED PREPARATION IS NOT REQUIRED. WHEN USING CONVENTIONAL OR HANDSEEDING, SEEDBED PREPARATION IS NOT REQUIRED IF THE SOIL MATERIAL IS LOOSE AND NOT SEALED BY RAINFALL. WHEN SOIL HAS BEEN SEALED BY RAINFALL OR CONSISTS OF SMOOTH CUT SLOPES, THE SOIL SHALL BE PITTED, TRENCHED OR OTHERWISE SCARIFIED TO PROVIDE A PLACE FOR SEED TO LODGE AND GERMINATE.

LIME AND FERTILIZER

AGRICULTURAL LIME IS REQUIRED UNLESS SOIL TESTS INDICATE OTHERWISE. APPLY AGRICULTURAL LIME AT A RATE OF ONE TON PER ACRE. GRADED AREAS REQUIRE LIME APPLICATION. SOILS CAN BE TESTED TO DETERMINE IF FERTILIZER IS NEEDED. ON REASONABLY FERTILE SOILS OR SOIL MATERIAL, FERTILIZER IS NOT REQUIRED. FOR SOILS WITH VERY LOW FERTILITY, 500 TO 700 POUNDS OF 10-10-10 FERTILIZER OF THE EQUIVALENT PER ACRE (12-16 LBS./1,000 SQ. FT.) SHALL BE APPLIED. FERTILIZER SHOULD BE APPLIED BEFORE LAND PREPARATION AND INCORPORATED WITH A DISK, RIPPER OR CHISEL.

SEEDING

SELECT A GRASS OR GRASS-LEGUME MIXTURE SUITABLE TO THE AREA AND SEASON OF THE YEAR. SEED SHALL BE APPLIED UNIFORMLY BY HAND, CYCLONE SEEDER, DRILL, CULTIPACKER SEEDER, OR HYDRAULIC SEEDER (SLURRY INCLUDING SEED AND FERTILIZER). DRILL OR CULTIPACKER SEEDERS SHOULD NORMALLY PLACE SEED ONE-QUARTER TO ONE-HALF INCH DEEP. APPROPRIATE DEPTH OF PLANTING IS TEN TIMES THE SEED DIAMETER. SOIL SHOULD BE "RAKED" LIGHTLY TO COVER SEED WITH SOIL IF SEED BY HAND.

MULCHING

TEMPORARY VEGETATION CAN, IN MOST CASES, IN ESTABLISHED WITHOUT THE USE OF MULCH. MULCH WITHOUT SEEDING SHOULD BE CONSIDERED FOR SHORT TERM PROTECTION. REFER TO DS1 - DISTURBED AREA STABILIZATION (WITHOUT MULCHING ONLY).

IRRIGATION

DURING TIMES OF DROUGHT, WATER SHALL BE APPLIED AT A RATE NOT CAUSING RUNOFF AND EROSION. THE SOIL SHALL BE THOROUGHLY WETTED TO A DEPTH THAT WILL INSURE GERMINATION OF THE SEED. SUBSEQUENT APPLICATIONS SHOULD BE MADE WHEN NEEDED.

Ds2

DISTURBED AREA STABILIZATION WITH TEMPORARY SEEDING

DEFINITION

THE PLANTING OF PERENNIAL VEGETATION SUCH AS TREES, SHRUBS, VINES, GRASSES, OR LEGUMES ON EXPOSED AREAS FOR FINAL PERMANENT STABILIZATION. PERMANENT PERENNIAL VEGETATION SHALL BE USED TO ACHIEVE FINAL STABILIZATION.

CONDITIONS

PERMANENT PERENNIAL VEGETATION IS USED TO PROVIDE A PROTECTIVE COVER FOR EXPOSED AREAS INCLUDING CUTS, FILLS, DAMS, AND OTHER DENUDDED AREAS.

SPECIFICATIONS

GRADING AND SHAPING

GRADING AND SHAPING MAY NOT BE REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZER EQUIPMENT IS TO BE USED. VERTICAL BANKS SHALL BE SLOPED TO ENABLE PLANT ESTABLISHMENT.

WHEN CONVENTIONAL SEEDING AND FERTILIZING ARE TO BE DONE GRADE AND SHAPE WHERE FEASIBLE AND PRACTICAL, SO THAT EQUIPMENT CAN BE USED SAFELY AND EFFICIENTLY DURING SEEDBED PREPARATION, SEEDING, MULCHING AND MAINTENANCE OF THE VEGETATION.

CONCENTRATIONS OF WATER THAT WILL CAUSE EXCESSIVE SOIL EROSION SHALL BE DIVERTED TO A SAFE OUTLET. DIVERSIONS AND OTHER TREATMENT PRACTICES SHALL CONFORM WITH THE APPROPRIATE STANDARDS AND SPECIFICATIONS.

SEEDBED PREPARATION

SEEDBED PREPARATION MAY NOT BE REQUIRED WHERE HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS TO BE USED. WHEN CONVENTIONAL SEEDING IS TO BE USED, SEEDBED PREPARATION WILL BE DONE AS FOLLOWS:

BROADCAST PLANTINGS

1. TILLAGE AT A MINIMUM, SHALL ADEQUATELY LOOSEN THE SOIL TO A DEPTH OF 4 TO 6 INCHES; ALLEVIATE COMPACTION; INCORPORATE LIME AND FERTILIZER; SMOOTH AND FIRM THE SOIL; ALLOW FOR THE PROPER PLACEMENT OF SEED, SPRIGS, OR PLANTS; AND ALLOW FOR THE ANCHORING OF STRAW OR HAY MULCH IF A DISK IS TO BE USED.

2. TILLAGE MAY BE DONE WITH ANY SUITABLE EQUIPMENT.

3. TILLAGE SHOULD BE DONE ON THE CONTOUR WHERE FEASIBLE.

4. ON SLOPES TOO STEEP FOR THE SAFE OPERATION OF TILLAGE EQUIPMENT, THE SOIL SURFACE SHALL BE PITTED OR TRENCHED ACROSS THE SLOPE WITH APPROPRIATE HAND TOOLS TO PROVIDE TWO PLACES 6 TO 8 INCHES APART IN WHICH SEED MAY LODGE AND GERMINATE. HYDRAULIC SEEDING MAY ALSO BE USED.

INDIVIDUAL PLANTS

1. WHERE INDIVIDUAL PLANTS ARE TO BE SET, THE SOIL SHALL BE PREPARED BY EXCAVATING HOLES, OPENING FURROWS, OR DIBBLE PLANTING.

2. FOR NURSERY STOCK PLANTS, HOLES SHALL BE LARGE ENOUGH TO ACCOMMODATE ROOTS WITHOUT CROWDING.

3. WHERE PINE SEEDLINGS ARE TO BE PLANTED, SUBSOIL UNDER THE ROW 36 INCHES DEEP ON THE CONTOUR. FOUR TO SIX MONTHS PRIOR TO PLANTING, SUBSOILING SHOULD BE DONE WHEN THE SOIL IS DRY, PREFERABLY IN AUGUST OR SEPTEMBER.

PLANTING

HYDRAULIC SEEDING

MIX THE SEED (INOCULATED IF NEEDED), FERTILIZER, AND WOOD CELLULOSE OR WOOD PULP FIBER MULCH WITH WATER AND APPLY IN A SLURRY UNIFORMLY OVER THE AREA TO BE TREATED. APPLY WITHIN ONE HOUR AFTER THE MIXTURE IS MADE.

CONVENTIONAL SEEDING

SEEDING WILL BE DONE ON A FRESHLY PREPARED AND FIRMED SEEDBED. FOR BROADCAST PLANTING, USE A CULTIPACKER SEEDER, DRILL, ROTARY SEEDER, OTHER MECHANICAL SEEDER, OR HAND SEEDING TO DISTRIBUTE THE SEED UNIFORMLY OVER THE AREA TO BE TREATED. COVER THE SEED LIGHTLY WITH 1/8 TO 1/4 INCH OF SOIL FOR SMALL SEED AND 1/2 TO 1 INCH FOR LARGE SEED WHEN USING A CULTIPACKER OR OTHER SUITABLE EQUIPMENT.

NO-TILL SEEDING

NO-TILL SEEDING IS A PERMISSIBLE INTO ANNUAL COVER CROPS WHEN PLANTING IS DONE FOLLOWING MATURITY OF THE COVER CROP OR IF THE TEMPORARY COVER STAND IS SPARSE ENOUGH TO ALLOW ADEQUATE GROWTH OF THE PERMANENT (PERENNIAL) SPECIES. NO-TILL SEEDING SHALL BE DONE WITH APPROPRIATE NO-TILL SEEDING EQUIPMENT. THE SEED MUST BE UNIFORMLY DISTRIBUTED AND PLANTED AT THE PROPER DEPTH.

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MULCHING

MULCH IS REQUIRED FOR ALL PERMANENT VEGETATION APPLICATIONS. MULCH APPLIED TO SEEDED AREAS SHALL ACHIEVE 75% SOIL COVER. SELECT THE MULCHING MATERIAL FROM THE FOLLOWING AND APPLY AS INDICATED:

SEEDING RATE FOR PERMANENT SEEDING

SPECIES	BROADCAST RATES		PLANTING DATES BY RESOURCE AREA	REMARKS
	RATE PER ACRE ²	PURE LIVE SEED (PLS) PER 1000 S.F.		
BAHA, WILMINGTON	60 LBS	1.4 LBS	1/1 - 12/31	186,000 SEED PER POUND. LOW GROWING. SOD FORMING. SLOW TO ESTABLISH. PLANT WITH A COMPANION CROP. WILL SPREAD INTO BERMUDA PASTURES AND LAWNS. MIX WITH SERICEA LESPEDEZA OR WEEPING LOVEGRASS.
BERMUDA	40 CU. FT. OR 500 PLS/US 3FT X 3FT	0.9 CU. FT. OR 500 PLS/US 3FT X 3FT	5/15 - 7/15	4 CUBIC FEET CONTAIN APPROXIMATELY 650 SPRIGS. A BUSHEL CONTAINS 1.25 CUBIC FEET OR APPROXIMATELY 800 SPRIGS.
CENTIPED	BLOCK SOD ONLY		11/1 - 5/31	DROUGHT TOLERANT. FULL SUN OR PARTIAL SHADE. EFFECTIVE ADJACENT TO CONCRETE AND IN CONCENTRATED FLOW AREAS. IRRIGATION IS NEEDED UNTIL FULLY ESTABLISHED. DO NOT PLANT NEAR PASTURES. WINTERHARDY AS FAR AS NORTH ATLANTA AND ATLANTA.
FESCUE, TALL	50 LBS	1.1 LBS	9/1 - 4/31 & 8/1 - 10/30	227,000 SEED PER POUND. USE ALONE ONLY ON BETTER SITES. MIX WITH PERENNIAL LESPEDEZA OR CROWNWITCH. APPLY TOPDRESSING IN SPRING FOLLOWING FALL PLANTINGS. NOT FOR HEAVY USE AREAS OR ATHLETIC FIELDS.
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LOVEGRASS, WEEPING	4 LBS	0.2 LBS	4/15 - 6/15	1,500,000 SEED PER POUND. QUICK COVER. DROUGHT TOLERANT. GROWS WELL WITH SERICEA LESPEDEZA ON ROADWAYS.

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SEEDING WILL BE DONE ON A FRESHLY PREPARED AND FIRMED SEEDBED. FOR BROADCAST PLANTING, USE A CULTIPACKER SEEDER, DRILL, ROTARY SEEDER, OTHER MECHANICAL SEEDER, OR HAND SEEDING TO DISTRIBUTE THE SEED UNIFORMLY OVER THE AREA TO BE TREATED. COVER THE SEED LIGHTLY WITH 1/8 TO 1/4 INCH OF SOIL FOR SMALL SEED AND 1/2 TO 1 INCH FOR LARGE SEED WHEN USING A CULTIPACKER OR OTHER SUITABLE EQUIPMENT.

NO-TILL SEEDING

NO-TILL SEEDING IS A PERMISSIBLE INTO ANNUAL COVER CROPS WHEN PLANTING IS DONE FOLLOWING MATURITY OF THE COVER CROP OR IF THE TEMPORARY COVER STAND IS SPARSE ENOUGH TO ALLOW ADEQUATE GROWTH OF THE PERMANENT (PERENNIAL) SPECIES. NO-TILL SEEDING SHALL BE DONE WITH APPROPRIATE NO-TILL SEEDING EQUIPMENT. THE SEED MUST BE UNIFORMLY DISTRIBUTED AND PLANTED AT THE PROPER DEPTH.

INDIVIDUAL PLANTS

SHRUBS, VINES AND SPRIGS MAY BE PLANTED WITH APPROPRIATE PLANTERS OR HAND TOOLS. PINE TREES SHALL BE PLANTED MANUALLY IN THE SUBSO FURROW. EACH PLANT SHALL BE SET IN A MANNER THAT WILL AVOID CROWDING THE ROOTS. NURSERY STOCK PLANTS SHALL BE PLANTED AT THE SAME DEPTH OR SLIGHTLY DEEPER THAN THEY GREW AT THE NURSERY. THE TIPS OF VINES AND SPRIGS MUST BE AT OR SLIGHTLY ABOVE THE GROUND SURFACE. WHERE INDIVIDUAL HOLES ARE DUG, FERTILIZER SHALL BE PLACED IN THE BOTTOM OF THE HOLE, TWO INCHES OF SOIL SHALL BE ADDED AND THE PLANT SHALL BE SET IN THE HOLE.

MULCHING

MULCH IS REQUIRED FOR ALL PERMANENT VEGETATION APPLICATIONS. MULCH APPLIED TO SEEDED AREAS SHALL ACHIEVE 75% SOIL COVER. SELECT THE MULCHING MATERIAL FROM THE FOLLOWING AND APPLY AS INDICATED:

SEEDING RATE FOR PERMANENT SEEDING

SPECIES	BROADCAST RATES		PLANTING DATES BY RESOURCE AREA	REMARKS
	RATE PER ACRE ²	PURE LIVE SEED (PLS) PER 1000 S.F.		
BAHA, WILMINGTON	60 LBS	1.4 LBS	1/1 - 12/31	186,000 SEED PER POUND. LOW GROWING. SOD FORMING. SLOW TO ESTABLISH. PLANT WITH A COMPANION CROP. WILL SPREAD INTO BERMUDA PASTURES AND LAWNS. MIX WITH SERICEA LESPEDEZA OR WEEPING LOVEGRASS.
BERMUDA	40 CU. FT. OR 500 PLS/US 3FT X 3FT	0.9 CU. FT. OR 500 PLS/US 3FT X 3FT	5/15 - 7/15	4 CUBIC FEET CONTAIN APPROXIMATELY 650 SPRIGS. A BUSHEL CONTAINS 1.25 CUBIC FEET OR



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Atco-Pettit Creek & JDC Sewer Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Atco-Pettit Creek 12-inch aerial sewer crossing near Cassville Road needs replacement as the pipe supports have been undermined by stream flows. The sub-surface sanitary sewer crossing of Pettit Creek near Industrial Park Road (Jimmy Donn Crane – JDC sewer) is an exposed section of pipe in the creek. This pipe shifts periodically with creek flows and appears to be taking inflow from the creek. As both the Atco-Pettit Creek and JDC sewer projects are similar in scope, they were bid as a single project to minimize mobilization and overhead costs.</p> <p>Bids for this combined project were opened on May 11, 2023. Of three bid submissions, the low bidder was Utility & Water Services, Inc. for \$990,245.00. This bid is within the budgeted costs for these projects and a contract award recommendation letter has been issued by the City's engineering consultant, Rindt Engineering & Environmental. I recommend approval of this budgeted capital project.</p>
LEGAL:	N/A

May 24, 2023

Mr. Mike De Leon
Water System Engineer
City of Cartersville Water Department
148 Walnut Grove Rd SE
Cartersville, Georgia 30120

RE: Recommendation of Contract Award
2023 – Atco-Pettit Creek and Jimmy Don Crane Sewer Improvements Project
RINDT, Inc. Project No. R2020-173

Dear Mr. Mike De Leon,

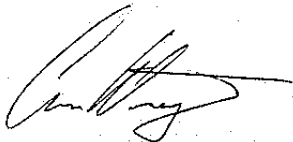
As you are aware, bids were received for the above referenced project on May 11, 2023. We have reviewed and tabulated all of the bids received and found the low bidder to be Utility & Water Services, Inc., who provided the apparent low bid of \$990,245.00 for the Total Bid Amount. The certified Bid Tabulation detailing all bids received is enclosed.

There were no irregularities noted in the bid packages submitted and we have received no negative responses from the apparent low bidder's references.

It is the recommendation of RINDT, Inc. that the contract be awarded to Utility & Water Services, Inc. Upon concurrence from your office, we will forward the contracts to the contractor for execution.

Please advise if you have any questions.

Sincerely,
RINDT, INC.



Connor E. Wright, PE
Project Manager

Attachments:
R2020-173 Certified Bid Tabulation

BID TABULATION

Date: May 11, 2023

Time: 2:00 PM

Place: Cartersville City Hall; Address - 1 N Erwin Street, Cartersville, GA 30120

Title of Job: Atco-Pettit Creek and Jimmy Don Crane Sewer Improvements

Prepared For: The City of Cartersville

By: RINDT, Inc.

Engineer Project Number: R2020-173

		Contractor		Utility & Water Services, Inc.		K.M. Davis Contracting Co., Inc.		Site Engineering, Inc.	
		Bonding Company		SureTec Insurance Company		Philadelphia Indemnity Insurance Company		Travelers Casualty and Surety Company of America	
		Utility License #		302241		300155		300075	
		E-Verify		Yes		Yes		Yes	
Item No.	Description	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
01 50 00	Mobilization								
01 50 00-A	Mobilization, Demobilization, Temporary Facilities, Insurance Requirements, and Site Safety (Up to 3% of Base Bid)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00
01 51 00-A	Remove and replace various types & heights of existing fencing, complete, throughout the entire project	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 18,050.00	\$ 18,050.00	\$ 25,000.00	\$ 25,000.00
01 55 26	Traffic Controls								
01 55 26-A	Installation and maintenance of complete traffic control measures throughout the project including all materials and labor required. Includes all required detour signage and all associated lane/closure work throughout the project as needed.	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
31 10 00	Site Clearing								
31 10 00-A	Easement Clearing Per Plans	AC	0.5	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 50,000.00	\$ 25,000.00
31 23 18	Rock Removal								
31 10 00-A	Rock Removal	CY	300	\$ 120.00	\$ 36,000.00	\$ 145.00	\$ 43,500.00	\$ 135.00	\$ 40,500.00
31 25 13	Temporary Erosion Control								
31 25 13-A	Installation and maintenance of complete temporary erosion control measures, in accordance with plans, including construction exits, silt fence, rip rap, check dams, storm drain outlet protection, inlet sediment traps, temporary mulching and grassing, all indicated temporary vegetative and structural BMP practices, and access road temporary improvements as required	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 90,000.00	\$ 90,000.00
31 25 13-B	NPDES Permitting and Compliance	MO	8	\$ 1,000.00	\$ 8,000.00	\$ 795.00	\$ 6,360.00	\$ 1,000.00	\$ 8,000.00
31 25 13-C	Additional Silt Fence	LF	250	\$ 5.00	\$ 1,250.00	\$ 3.35	\$ 837.50	\$ 10.00	\$ 2,500.00
31 25 13-D	Additional Stone Check Dams	EA	5	\$ 750.00	\$ 3,750.00	\$ 425.00	\$ 2,125.00	\$ 250.00	\$ 1,250.00
31 25 13-E	Additional Construction Entrance/Exit	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
32 31 13	Chain Link Fence and Gates								
32 31 13	Remove and Replace Chain Link Fence	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 9,500.00	\$ 9,500.00	\$ 1.00	\$ 1.00
32 92 19	Permanent Grassing-Seeding								
32 92 19-A	Seeding (Ds3)	SF	22,410	\$ 0.50	\$ 11,205.00	\$ 0.95	\$ 21,289.50	\$ 1.00	\$ 22,410.00
32 92 23	Permanent Grassing-Sodding								
32 92 23-A	Sodding (Ds4)	SF	200	\$ 7.00	\$ 1,400.00	\$ 2.00	\$ 400.00	\$ 10.00	\$ 2,000.00

BID TABULATION

Date: May 11, 2023

Time: 2:00 PM

Place: Cartersville City Hall; Address - 1 N Erwin Street, Cartersville, GA 30120

Title of Job: Atco-Pettit Creek and Jimmy Don Crane Sewer Improvements

Prepared For: The City of Cartersville

By: RINDT, Inc.

Engineer Project Number: R2020-173

Contractor	Utility & Water Services, Inc.	K.M. Davis Contracting Co., Inc.	Site Engineering, Inc.
Bonding Company	SureTec Insurance Company	Philadelphia Indemnity Insurance Company	Travelers Casualty and Surety Company of America
Utility License #	302241	300155	300075
E-Verify	Yes	Yes	Yes

Item No.	Description	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
33 05 13	Precast Manholes and Structures								
33 05 13-A	4' Diameter Standard Manhole 0' to 6.00' Deep. Complete, including all material and labor necessary for complete installation.	EA	7	\$ 6,500.00	\$ 45,500.00	\$ 9,500.00	\$ 66,500.00	\$ 6,000.00	\$ 42,000.00
34 05 13-B	5' Diameter Cut-In Manhole 0' to 6.00' Deep. Complete, including all material and labor necessary for complete installation.	EA	1	\$ 22,000.00	\$ 22,000.00	\$ 11,950.00	\$ 11,950.00	\$ 12,000.00	\$ 12,000.00
33 05 13-C	4' Diameter Cut-In Manhole 0' to 6.00' Deep. Complete, including all material and labor necessary for complete installation.	EA	1	\$ 9,500.00	\$ 9,500.00	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00
34 05 13-D	Additional 5' Diameter Manhole Vertical Feet > 6' deep	VF	9	\$ 1,200.00	\$ 10,800.00	\$ 550.00	\$ 4,950.00	\$ 900.00	\$ 8,100.00
33 05 13-E	Additional 4' Diameter Manhole Vertical Feet > 6' deep	VF	26	\$ 1,000.00	\$ 26,000.00	\$ 300.00	\$ 7,800.00	\$ 650.00	\$ 16,900.00
33 05 13-G	Bolted Water-tight Manhole Frame and Cover	EA	10	\$ 850.00	\$ 8,500.00	\$ 550.00	\$ 5,500.00	\$ 1,000.00	\$ 10,000.00
34 05 13-H	Manhole Inner Lining for corrosion protection	EA	1	\$ 18,000.00	\$ 18,000.00	\$ 15,350.00	\$ 15,350.00	\$ 8,400.00	\$ 8,400.00
34 05 13-I	Adjust Existing manhole to grade	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 785.00	\$ 785.00	\$ 2,000.00	\$ 2,000.00
33 05 24	Boring and Jacking								
33 05 24-A	Jack and Bore 24" (WT = 0.25") Steel Casing for 12" DIP Restrained Joint Carrier Pipe	LF	160	\$ 1,250.00	\$ 200,000.00	\$ 1,650.00	\$264,000.00	\$ 1,500.00	\$240,000.00
33 05 24-B	Open-cut Installation of 20" (WT = 0.25") Steel Casing for 12" PVC Carrier Pipe	LF	75	\$ 900.00	\$ 67,500.00	\$ 545.00	\$ 40,875.00	\$ 600.00	\$ 45,000.00
33 31 00	Sanitary Utility Sewerage Piping								
33 31 00-A	12" SDR26 PVC Gravity Sewer Main including installation, bedding, materials, and labor necessary for a complete installation at the depths indicated below.								
	(0.00' - 6.00' Cut)	LF	373	\$ 175.00	\$ 65,275.00	\$ 350.00	\$130,550.00	\$ 190.00	\$ 70,870.00
	(6.01' - 8.00' Cut)	LF	63	\$ 185.00	\$ 11,655.00	\$ 365.00	\$ 22,995.00	\$ 200.00	\$ 12,600.00
	(8.01' - 10.00' Cut)	LF	125	\$ 195.00	\$ 24,375.00	\$ 380.00	\$ 47,500.00	\$ 215.00	\$ 26,875.00
	(10.01' - 12.00' Cut)	LF	111	\$ 205.00	\$ 22,755.00	\$ 385.00	\$ 42,735.00	\$ 225.00	\$ 24,975.00
	(12.01' - 14.00' Cut)	LF	123	\$ 240.00	\$ 29,520.00	\$ 414.00	\$ 50,922.00	\$ 240.00	\$ 29,520.00
33 31 00-B	12" DIP Gravity Sewer Main including installation, bedding, materials, and labor necessary for a complete installation at the depths indicated below.								
	(0.00' - 6.00' Cut)	LF	0	\$ 250.00	\$ -	\$ 400.00	\$ -	\$ 300.00	\$ -
	(6.01' - 8.00' Cut)	LF	22	\$ 260.00	\$ 5,720.00	\$ 415.00	\$ 9,130.00	\$ 310.00	\$ 6,820.00
	(8.01' - 10.00' Cut)	LF	133	\$ 280.00	\$ 37,240.00	\$ 435.00	\$ 57,855.00	\$ 325.00	\$ 43,225.00
33 31 00-C	Abandon Existing Sanitary Sewer System Per Plans, Complete. Includes grout fill and removal/abandonment of existing sewer assets as shown on plans.	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 35,000.00	\$ 35,000.00	\$ 32,000.00	\$ 32,000.00
33 31 00-D	Core New 12" PVC Pipe to Existing SSMH 1A	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 5,125.00	\$ 5,125.00	\$ 6,000.00	\$ 6,000.00
33 31 10	Sewer Bypass Pumping								
33 31 10-A	Temporary Sewerage Bypass Pumping, complete for entire project	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 175,000.00	\$175,000.00	\$ 565,000.00	\$565,000.00

BID TABULATION

Date: May 11, 2023

Time: 2:00 PM

Place: Cartersville City Hall; Address - 1 N Erwin Street, Cartersville, GA 30120

Title of Job: Atco-Pettit Creek and Jimmy Don Crane Sewer Improvements

Prepared For: The City of Cartersville

By: RINDT, Inc.

Engineer Project Number: R2020-173

Contractor		Utility & Water Services, Inc.			K.M. Davis Contracting Co., Inc.		Site Engineering, Inc.	
Bonding Company		SureTec Insurance Company			Philadelphia Indemnity Insurance Company		Travelers Casualty and Surety Company of America	
Utility License #		302241			300155		300075	
E-Verify		Yes			Yes		Yes	
Units	Quantity	Unit Price	Item Total		Unit Price	Item Total	Unit Price	Item Total
	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 7,220.00	\$ 7,220.00	\$ 20,000.00	\$ 20,000.00
	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 30,450.00	\$ 30,450.00	\$ 15,000.00	\$ 15,000.00
	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00
		\$ 957,445.00			\$ 1,238,754.00		\$ 1,565,446.00	
	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
	CY	400	\$ 35.00	\$ 14,000.00	\$ 35.00	\$ 14,000.00	\$ 35.00	\$ 14,000.00
	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	CY	80	\$ 35.00	\$ 2,800.00	\$ 35.00	\$ 2,800.00	\$ 35.00	\$ 2,800.00
		\$ 32,800.00			\$ 32,800.00		\$ 32,800.00	
		\$ 990,245.00			\$ 1,271,554.00		\$ 1,598,246.00	

* Cells Highlighted orange are different from what was on the original bid, due to a miscalculation on the Bid. Numbers and calculations have been corrected only for the orange highlighted numbers on this Bid tabulation.



I certify that this is a true and accurate tabulation of the bids opened for the above referenced project. Connor E. Wraight, PE 5/15/2023



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Meters for Sattlefield Townhomes
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is requesting authorization to purchase (112) Sensus 2S meters from Equipment Controls Company, Inc. This purchase is necessary to serve power to the Sattlefield townhome community. The total cost is \$18,887.60. This is a budgeted expense recommended for approval.
LEGAL:	N/A

EQUIPMENT CONTROLS COMPANY, INC.
P.O. BOX 728
NORCROSS GA 30091

Meeting: June 15, 2023 Item 16.

QUOTE DATE	QUOTE NUMBER
05/24/23	S2317379
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN P.O. BOX 728 NORCROSS GA 30091	PAGE NO. 1

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

SHIP TO:
 CITY OF CARTERSVILLE ELECTRIC SYS.
 320 SOUTH ERWIN STREET
 CARTERSVILLE, GA 30120

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
20923	AMI STRATUS IQ 2S	JOHN DOOLEY			
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TIFFANY LONSBERRY		BW BEST WAY	Net 15 Days	05/24/23	No
ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price	
112EA	38316	***** Shipping Instructions ***** * SHIP FREIGHT ALLOWED ***** B02G1300000 STRATUS IQ 2S 200A 240V 60H RD INCLUDES: 5396383700107 TAXES NOT INCLUDED	168.550	18877.60	

This is a Quotation.

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

Subtotal	18877.60
S&H CHGS	0.00
Amount Due	18877.60

QUOTATION TERMS AND CONDITIONS

Meeting: June 15, 2023 Item 16.

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

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

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

Meeting: June 15, 2023 Item 16.

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Additional Sod at Soccer Complex
DEPARTMENT SUMMARY RECOMMENDATION:	Southern Soccer Academy contracted with Kent Quinn Turf Management, LLC. to purchase and install 36,000 sq ft. of sod for the Soccer Complex. However, an additional 18,000 sq ft at \$0.85 per sq ft for sod, prep and installation is needed to complete the project. The total for the additional sod and work will be \$15,300. This is not a budgeted item; however, the funds are available in the Operating Expenses, 100-5100-52-2341. The Parks and Recreation Director recommends approval.
LEGAL:	Proposal reviewed by Archer & Lovell

Kent Quinn Turf Management, LLC



PROPOSAL

TO:
City of Cartersville
Steve Roberts

FROM:

Kent Quinn Turf Mgmt, LLC
315 Mt.Zion Ch. Rd.
Whitesburg, Ga. 30185
770-231-1273

Date: 6-6-23

Job: Sod prep and installation

- 1) Prep discussed areas and haul any spoils to dump site.
- 2) Smooth areas and rake before new sod.
- 3) Provide 18K big roll tiff-tuff Bermuda and install in prepped areas.
- 4) Clean spoils and place tubes for pick up.

Provide Material Labor and Equipment

TOTAL. \$15,300.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Fiber Optic Cable
DEPARTMENT SUMMARY RECOMMENDATION:	This item is the purchase of 40,000 feet of 60 count fiber optic cable for stock. This is a budgeted item. The total amount is \$31,273.00 from Wholesale Electric Supply and it is recommended for your approval.
LEGAL:	N/A



WHOLESALE ELECTRIC SUPPLY
Wholesale Electric Supply Company, Inc.
PO BOX 650430
Dallas, TX 75265-0430

Meeting: June 15, 2023 Item 18.

INVOICE DATE	INVOICE NUMBER
05/31/23	S8090416.001
REMIT TO:	PAGE NO
Wholesale Electric Supply Company, Inc. PO BOX 650430 Dallas, TX 75265-0430	1 of 1

BILL TO:

CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE GA 30120

SHIP TO:

CITY OF CARTERSVILLE - SHOP
1 N ERWIN ST
CARTERSVILLE GA 30120

CUSTOMER NUMBER	CUSTOMER PO NUMBER	RELEASE NUMBER	ORDERED BY
96373	Shop		Gatlin
WRITER	SHIP VIA	TERMS	SHIP DATE
Bobby Holt	ARBWI BESTWAY IN	NET 10TH	05/31/23
DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE
AFL AE0609C5200AA5 FLEX-SPAN ADSS CABLE, 60 SINGLE MODE ITU G.652.D FIBERS PRINT LINE: CITY OF CARTERSVILLE FIBERCOM	40720	40720	0.77 ea
			31,138.82

APPROVED

DATE APPROVED	
/ /	
DEPT. HEAD	
CITY MGR.	
CHARGE ACCOUNT (\$)	AMOUNT
TOTAL	

J. L. L. L.

JUN - 1 2023

Invoice is due by 07/10/23.

All claims for shortage or errors must be made at once, returns require written authorization and are subject to handling charges and restocking charges. Special orders are non-returnable.

Past due invoices are subject to 1.5% late charge.

Tax Jurisdiction GABACA

Subtotal	31,138.82
S&H CHGS	134.18
Sales Tax	0.00
Less Payment Received	0.00
Amount Due	31,273.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Residential Garbage Carts
DEPARTMENT SUMMARY RECOMMENDATION:	Solid Waste is requesting to purchase residential garbage carts from Toter Carts in the amount of \$37,659.00 which includes shipping. This is a budgeted item and recommended for approval.
LEGAL:	N/A



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1121

WQ-10276371

Meeting: June 15, 2023 Item 19.

Sell To:

Contact Name	Dexter Higgins	Ship To Name	City of Cartersville
Bill To Name	City of Cartersville	Ship To	330 S Erwin St
Bill To	330 S Erwin St		Cartersville, GA 30120
	Cartersville, GA 30120		USA
	USA		
Email	dhiggins@cityofcartersville.org		
Phone	(404) 391-4131		

Quote Information

Salesperson	Gary Stignani	Created Date	6/6/2023
Salesperson Email	gstignani@wastequip.com	Expiration Date	6/21/2023
		Quote Number	WQ-10276371
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	S5461	---Body Color - (270) Brown ---Lid Color - (270) Brown ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	624.00	\$57.50	\$35,880.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$35,880.00
Shipping Terms	FOB Origin	Shipping	\$1,779.00
		Tax	\$0.00
		Grand Total	\$37,659.00

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	8 Yard Slant Front Dumpster
DEPARTMENT SUMMARY RECOMMENDATION:	Solid Waste is requesting to purchase sixteen (16) 8-yard slant front dumpsters in the amount of \$16,390.00 including freight. This is a budgeted item and recommended for approval.
LEGAL:	N/A

Lewis Steel Works, Inc
P.O. Box 338
613 South Main Street
Wrens, GA 30833
USA

Voice: (706) 547-6561
Fax: (706) 547-3020



Meeting: June 15, 2023 Item 20.

QUOTATION

Quote Number: C-6623
Quote Date: Jun 6, 2023
Page: 1

Quoted To:

CITY OF CARTERSVILLE
330 SOUTH ERWIN ST
CARTERSVILLE, GA 30120
USA

Ship To:

330 SOUTH ERWIN ST
CARTERSVILLE, GA 30120
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
C-03598-01	7/6/23	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
16.00	8YDSLPL	8 YARD SLANT FRONT WITH PLASTIC LIDS - PAINTED: GREEN	975.00	15,600.00
16.00	SERIAL NUMBERS	SERIAL NUMBERS		
2.00	FREIGHT	FREIGHT/ LOAD \$395	395.00	790.00
Subtotal				16,390.00
Sales Tax				
Freight				
TOTAL				16,390.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas Department
AGENDA ITEM TITLE:	Contractor Labor for Tapping and Stopping
DEPARTMENT SUMMARY RECOMMENDATION:	As part of the relocation of City facilities for GDOT's road project on Old Alabama Road, this project requires the tapping and stopping of two (2) 6" line stopper fittings. Gas System does not have the tools nor expertise to perform this operation, therefore, we requested a quotation from a local contractor who performs this operation as a sole source provider to the Gas System for this work. Southeastern Natural Gas Services of Rome, Inc. of Lindale, Georgia provided a quotation in the amount of \$9,000.00 to perform the tapping and stopping operation labor. This is a budgeted item and recommended for approval.
LEGAL:	N/A



Southeastern Natural Gas Services of Rome, Inc.
1845 Old Cedartown Rd., S.E.
Lindale, GA 30147
(770)547-4156
segas4156@gmail.com

Meeting: June 15, 2023 Item 21.

Estimate

Date 6/7/2023

Estimate #

348

Name / Address

Cartersville Gas Department
Attn: Michael Dickson
P.O. Box 1390
Cartersville, GA 30120

Project

Carter Grove Blvd

Description	Qty	Unit	Rate	Total
6" Tap & Stop	2	EA	4,500.00	9,000.00
			Total	\$9,000.00



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Gas Department
AGENDA ITEM TITLE:	Gas Meter Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas Department requested a quote for two hundred, Sonix IQ 250 gas meters for stock. The sole source provider of these meters is Equipment Controls Company, Inc. of Norcross GA and they provided a quote of \$64,258.00. This is a budgeted purchase and Council's approval is recommended.
LEGAL:	N/A

EQUIPMENT CONTROLS COMPANY, INC.
P.O. BOX 728
NORCROSS GA 30091

Meeting: June 15, 2023 Item 22.

QUOTE DATE	QUOTE NUMBER
06/05/23	S2317961
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN P.O. BOX 728 NORCROSS GA 30091	PAGE NO. 1

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

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

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON			
25667		IQ 250		RODNEY					
WRITER		SHIP VIA		TERMS		SHIP DATE		FREIGHT ALLOWED	
Jon Beam		FREIGHT ALLOWED		Net 15 Days		06/05/23		Yes	
ORDER QTY	PART NO	DESCRIPTION				Unit Price		Ext Price	
200ea	37846	SONIX IQ 250 METER SENSUS 17804 1.25" SPUDS, 7" W.C., NTC, WITH FLEXNET, RGS, PRESSURE VALVE INSTALLED (QSS8XV00X1XM) <							

This is a Quotation.

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

QUOTATION TERMS AND CONDITIONS

Meeting: June 15, 2023 Item 22.

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

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

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

Meeting: June 15, 2023 Item 22.

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Travelers Insurance Fiduciary Coverage
DEPARTMENT SUMMARY RECOMMENDATION:	Renewal is due for the City's Fiduciary Insurance policy in the amount of \$11,592.00. This policy provides coverage to all City Boards. This is a budgeted expense and recommended for approval.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	19 N. Erwin Building Study
DEPARTMENT SUMMARY RECOMMENDATION:	Chief Carter and I met with Jim Croft and Chris Mullinax with Croft to walk through the old fire station to look at the existing structure and discuss some options for this building. From this meeting, Jim Croft has provided the attached proposal to provide architectural and engineering services for this project in the amount of \$56,500.00. Since we are dealing with such an old structure, this is the first step we need to take to see what our best course of action is on rehabbing this structure and I approve of this agreement.
LEGAL:	N/A

June 12, 2023

Dan Porta
City Manager
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120
dporta@cityofcartersville.org

**RE: Fee Proposal
Cartersville Administration Building Study**

Dan:

We are pleased to submit this proposal to provide architecture and engineering services for the project referenced above. We appreciate the opportunity and look forward to working with you to accomplish this exciting project.

This proposal is based on our meeting May 23rd, 2023 at the project site.

PROJECT SUMMARY

The project is to study the condition of the existing structure for possible re-use, along with how the building may need to be stabilized for future use, visioning possibilities of how the building could be used to enhance downtown Cartersville and developing a rough order of magnitude construction budget.

SCOPE OF SERVICES

Our services will be divided into four phases: Building Assessment, Building Stabilization, Concept Design and Project Budget Estimate.

- **Building Assessment**

The CROFT Team will visit the project site and conduct visual observations of the interior and exterior of the building. These observations will focus on the exterior envelope (brick, windows, exterior doors and roof), structural systems, site drainage and potential for hazardous materials.

This assessment will include preparations of record drawings (as-builts) for the City's future use.

Deliverables for this phase will be:

- Report of Findings
- Record Drawings

- **Building Stabilization**

CROFT will develop drawings and specifications for replacing or repairing critical points of failure noted in the Report of Findings. These may include windows, exterior doors and other items from the Report. The idea for this phase is to halt further rapid deterioration of the building prior to beginning design and construction of any improvements.

Deliverables will include:

- Drawings and specifications (for critical items identified in the Report of Findings)

- **Concept Design**

The CROFT Team will meet with you and your staff to discuss potential uses for the re-purposed building. We will brainstorm with you and develop floor plan and elevation sketches to capture your vision and ultimately for presentation to Mayor and Council. The approved sketches will be used as the basis for developing the construction budget estimate for the next phase.

Deliverables will include:

- Floor Plan sketches
- Main Exterior Elevation sketches (2)

- **Project Budget**

CROFT will prepare a rough order of magnitude construction budget estimate for the project. We will utilize historic information from similar projects to develop this budget. This budget estimate can also be used to determine project phasing if required.

DESIGN ASSUMPTIONS

1. The construction budget has been preliminarily estimated at \$2,500,000.00.
2. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis.
3. Meetings with code review officials are not included in the base services of this fee proposal.
4. A current boundary survey with topography and all existing site conditions will be provided by the owner to CROFT in CAD format for use in design at the start of the project.
5. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
6. Geotechnical services are not included as a part of this proposal and shall be provided by the owner.
7. Environmental services are not included as a part of this proposal. If required, owner will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
8. Structural engineering assessment and design are not included as a part of this proposal.
9. Preparation of renderings, 3D views and videos are not included as part of this proposal but can be accomplished as an additional service.
10. Destructive testing of building systems is not included as a part of this proposal.
11. Waterproofing consultant services are not part of this proposal.
12. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Concept Design documents by the owner will be additional services.
13. This proposal is good for sixty (60) days from the date of the proposal.
14. Reimbursable expenses will be billed at 1.15 times actual cost.

DELIVERABLES

Deliverables will be provided electronically in PDF file format for your use.

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

- Building Assessment.....\$ 16,300
- Record Drawings.....\$ 13,800
- Building Stabilization.....\$ 12,400
- Concept Design\$ 9,700
- Project Budget Estimate.....\$ 4,300

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

Additional services or changes to the project scope, as defined above, will be proposed, and documented in writing and will be formally approved by the client. No additional fees will be charged without your prior written approval.

Dan, thank you for the opportunity to submit this proposal and we look forward to working with you to accomplish this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

CROFT & Associates



Jim Croft, RA, NCARB

Accepted by:

Matt Santini

Mayor

City of Cartersville

Signature

Date

Attested by:

City Clerk

City of Cartersville

Signature

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	First Quarter 2023 Motorola Radio Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Bartow County has submitted the first quarter 2023 invoice for the Motorola radio system that is used by our Police, Fire, FiberCom, Gas, Electric, Public Works and Recreation Departments. This is a budgeted item and I recommend approval to pay this invoice in the amount of \$37,150.83.
LEGAL:	N/A

STEVE TAYLOR, COMMISSIONER
 BARTOW COUNTY
 P.O. BOX 543
 135 W. CHEROKEE AVE., SUITE 251
 CARTERSVILLE, GEORGIA 30120
 770-387-5030

Invoice Date: May 1, 2023

Due Date: May 31, 2023

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

Please mail payment
 Attn: Alecia Hendrix

To bill for **Motorola Radios** for **1st Quarter 2023**

Agency	# of Radios	Cost per Radio	Total
Police	135	\$122.61	\$16,552.35
Fire	87	\$122.61	\$10,667.07
Gas	30	\$122.61	\$3,678.30
Public Works, Rec, etc	10	\$122.61	\$1,226.10
Electric	40	\$122.61	\$4,904.40
Fibercom	1	\$122.61	\$122.61

Total Due: \$37,150.83



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Surplus Equipment
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Surplus Equipment
DEPARTMENT SUMMARY RECOMMENDATION:	This is a list of vehicles/equipment deemed as surplus by our departments. I am requesting this list be approved as surplus in order to be sold on GovDeals.com.
LEGAL:	N/A

			Surplus assets-vehicles April 2023		
<i>Department</i>	<i>Asset #</i>	<i>VIN/Serial #</i>	<i>Description</i>	<i>Mileage</i>	<i>Problems</i>
1520 Customer Service	103	1FTRF12W05NA55412	2005 Ford F150	146,205	Cost of repairs and age
	105	2FTRF17W64CA56061	2004 Ford F150	109,834	Cost of repairs and age
510 Electric	505	1GTPKTEA8AZ267525	2010 GMC K1500	177,805	Runs rough, age, mileage
	510	1FTRF14W16NB73497	2006 Ford F150	174,474	Runs rough, age, mileage
3100 Public Works	6014	1GCGC24R4WZ206310	1998 Chevrolet C2500	87,296	Age
	N/A	ND2146	Exmark Lazer Z Mower 60"	2,843	Age and cost of repairs
	N/A		Asphalt tar kettle trailer		Age and cost of repairs



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Resolution
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Pension Plan Resolution and Amendments
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This Resolution and subsequent amendments are written to align us with the master plan of the Georgia Municipal Employee Benefit System (GMEBS) and are needed for our entrance into the GMEBS retirement fund. The intent is to amend the 1967 Pension Plan to clarify early retirement qualifications, modify vesting requirements and remove terminal pay and domestic relations order provisions and to amend the 2017 Plan to clarify early retirement qualifications, modify the commencement of participation, increase the normal retirement multiplier, remove the bonus payment and domestic relations order provisions, and modify vesting requirements and provisions regarding the city's right to amend or terminate the Plan. Our pension attorney has provided the language to address each amendment and the Pension Board has approved of each.</p> <p>The Resolution will be forthcoming and will be approved by GMA and our Attorneys.</p>
LEGAL:	Pending review by Archer & Lovell



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	June 15, 2023
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	April 2023 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for April 2023.
LEGAL:	None

MONTHLY SUMMARY

As of April 30, 2023

	FY 2021-22 MONTH OF April-22	FY 2022-23 MONTH OF April-23	FY 2021-22 Year to Date April-22	FY 2022-23 Year to Date April-23	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$3,006,932	\$3,223,765	\$27,097,131	\$34,250,918	101.53%
EXPENDITURE	\$3,253,217	\$3,803,864	\$26,745,153	\$26,821,662	79.50%
Gen. Fund Net Profit (Loss)	(\$246,285)	(\$580,099)	\$351,978	\$7,429,256	
WATER & SEWER					
REVENUE	\$1,934,611	\$2,311,829	\$21,669,063	\$26,661,722	71.62%
EXPENDITURE	\$1,351,447	\$2,700,528	\$15,886,576	\$17,407,207	46.76%
Wtr. & Swr. Fund Net Profit (Loss)	\$583,164	(\$388,699)	\$5,782,487	\$9,254,515	
<i>As of April 30, 2023 a total of \$1,759,370 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
GAS					
REVENUE	\$3,320,319	\$2,744,040	\$31,322,837	\$40,229,058	117.10%
EXPENDITURES	\$2,422,874	\$2,292,353	\$26,272,736	\$33,597,841	97.80%
Gas Fund Net Profit (Loss)	\$897,445	\$451,687	\$5,050,101	\$6,631,217	
ELECTRIC					
REVENUE	\$6,454,799	\$4,382,686	\$44,106,217	\$47,642,239	87.44%
EXPENDITURES	\$4,289,857	\$4,439,397	\$42,792,035	\$46,946,934	86.16%
Electric Fund Net Profit (Loss)	\$2,164,942	(\$56,711)	\$1,314,182	\$695,305	
STORMWATER					
REVENUE	\$128,232	\$139,367	\$1,292,526	\$1,335,348	83.36%
EXPENDITURE	\$96,499	\$135,711	\$1,030,661	\$1,083,746	67.65%
Stormwater Fund Net Profit (Loss)	\$31,733	\$3,656	\$261,865	\$251,602	
SOLID WASTE					
REVENUE	\$248,304	\$282,171	\$2,828,727	\$3,240,935	89.08%
EXPENDITURE	\$195,557	\$228,799	\$2,604,688	\$2,617,406	71.94%
Solid Waste Fund Net Profit (Loss)	\$52,747	\$53,372	\$224,039	\$623,529	
FIBER OPTICS					
REVENUE	\$215,082	\$220,919	\$2,109,271	\$3,177,840	122.99%
EXPENDITURE	\$179,334	\$170,284	\$1,854,178	\$1,990,835	77.05%
Fiber Fund Net Profit (Loss)	\$35,748	\$50,635	\$255,093	\$1,187,005	

				% of Monthly Totals to Budget
General Fund	Description	4/30/2023	FY 2023 Budget	
	Total Revenues	\$34,250,918	\$33,736,215	101.53%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$5,179,906	\$4,810,565	6253335.00%
	Local Option Sales Tax (LOST)	\$6,248,086	\$5,655,350	110.48%
	Other Taxes	\$9,703,688	\$9,844,265	98.57%
	Building Permit & Inspection Fees	\$964,671	\$500,000	192.93%
	Fines and Forfeitures	\$336,195	\$350,000	96.06%
	Operating Transfers In-City Utilities	\$2,808,277	\$3,921,595	71.61%
	Other Revenues	\$7,140,495	\$6,784,840	105.24%
	School Bonds	\$1,869,600	\$1,869,600	100.00%
	Total Expenditures	\$26,821,662	\$33,736,215	79.50%
	Personnel Expenses	\$17,264,088	\$21,154,470	81.61%
	Operating Expenses	\$6,868,386	\$8,231,995	83.44%
	Capital Expenses	\$350,088	\$2,010,650	17.41%
	GO Bond Expense for School	\$1,869,600	\$1,869,600	100.00%
	Library Appropriations	\$469,500	\$469,500	100.00%
Water & Sewer Fund	Total Revenues	\$26,661,722	\$37,578,785	70.95%
	Water Sales	\$15,349,542	\$14,418,600	106.46%
	Sewer Sales	\$8,962,498	\$7,618,465	117.64%
	Bond Proceeds	\$0	\$4,750,000	0.00%
	Use of Reserves	\$0	\$8,445,720	0.00%
	Prior Year Capacity Fees	\$0	\$1,660,000	0.00%
	Other Revenues	\$2,349,682	\$686,000	342.52%
	Total Expenditures	\$17,407,207	\$37,578,785	46.32%
	Personnel Expenses	\$3,634,700	\$4,772,175	76.16%
	Operating Expenses	\$3,794,258	\$5,474,765	69.30%
	Capital Expenses	\$3,098,004	\$16,360,000	18.94%
	Capital Expenses (Bond Funds)	\$1,759,370	\$4,750,000	37.04%
	Transfer To General Fund	\$2,170,792	\$2,603,620	83.38%
	Debt Payments	\$2,950,083	\$3,618,225	81.53%
Gas Fund	Total Revenues	\$40,229,058	\$34,353,845	117.10%
	Gas Sales	\$34,701,021	\$27,171,365	127.71%
	Gas Commodity Charge	\$1,242,124	\$1,494,210	83.13%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$4,285,913	\$1,627,250	263.38%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$33,597,841	\$34,353,845	97.80%
	Personnel Expenses	\$1,968,914	\$2,575,270	76.45%
	Operating Expenses	\$1,209,582	\$1,738,485	69.58%
	Purchase of Natural Gas	\$23,602,472	\$19,372,045	121.84%
	Transfer to General Fund	\$3,006,753	\$3,608,105	83.33%
	Debt Service	\$842,165	\$779,695	108.01%
	Capital Expenses	\$2,967,955	\$6,280,245	47.26%

				% of Monthly Totals to Budget
Electric Fund	Description	4/30/2023	FY 2023 Budget	
	Total Revenues	\$47,642,239	\$54,485,200	87.44%
	Electric Sales	\$44,793,908	\$49,562,840	90.38%
	Other Revenues	\$2,848,331	\$2,123,850	134.11%
	Use of Reserves	\$0	\$2,798,510	
	Total Expenses	\$46,946,934	\$54,485,200	86.16%
	Personnel Expenses	\$2,561,130	\$2,942,740	87.03%
	Operating Expenses	\$1,423,376	\$1,798,105	79.16%
	Purchase of Electricity	\$38,313,720	\$41,921,610	91.39%
	Capital Expenses	\$1,867,079	\$4,484,790	41.63%
	Transfer to General Fund	\$2,781,629	\$3,337,955	83.33%
Stormwater Fund	Total Revenues	\$1,335,348	\$1,602,000	83.36%
	Stormwater Revenues	\$1,297,463	\$1,538,000	84.36%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$37,885	\$14,000	270.61%
	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	\$1,083,746	\$1,602,000	67.65%
	Personnel Expenses	\$707,959	\$854,200	82.88%
	Operating Expenses	\$320,787	\$406,145	78.98%
	Capital Expenses	\$55,000	\$341,655	16.10%
Solid Waste Fund	Total Revenues	\$3,240,935	\$3,638,135	89.08%
	Refuse Collections Revenues	\$2,820,335	\$3,154,240	89.41%
	Other Revenues	\$79,461	\$77,000	103.20%
	Proceeds From Capital Leases	\$341,139	\$406,895	83.84%
	Total Expenses	\$2,617,406	\$3,638,135	71.94%
	Personnel Expenses	\$1,172,857	\$1,541,835	76.07%
	Operating Expenses	\$1,326,578	\$1,689,405	78.52%
	Capital Expenses	\$117,971	\$406,895	28.99%
Fiber Optics Fund	Total Revenues	\$3,177,840	\$2,583,800	122.99%
	Fiber Optics Revenues	\$2,009,637	\$2,399,000	83.77%
	GIS Revenues	\$96,325	\$115,500	83.40%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$1,071,878	\$69,300	1546.72%
	Total Expenses	\$1,990,835	\$2,583,800	77.05%
	Personnel Expenses	\$782,763	\$931,440	84.04%
	Operating Expenses	\$951,348	\$1,037,985	91.65%
	MEAG Telecom Statewide Pymt	\$1,971	\$7,890	0.00%
	Debt Payment	\$5,454	\$0	0.00%
	Capital Expenses	\$87,228	\$412,000	21.17%
	Transfers to General Fund	\$162,071	\$194,485	83.33%

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	\$85,524,327.27	\$76,377,948.59
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95	\$188,897,215.65	\$192,476,089.23	\$199,409,273.98	\$197,166,502.93
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance		\$79,818,867.18	\$82,796,970.41	\$85,082,502.01	\$84,737,184.97		
Total Restricted Cash Balance		\$199,006,379.81	\$199,181,163.32	\$200,895,264.20	\$202,143,723.18		

Highlights for the Month of April 2023:

Unrestricted cash increased due to increases in the Electric, Gas, and Fiber Funds, while decreases occurred in the General, Grant, Water, Stormwater, Solid Waste, and Garage funds.

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

SPLOST Account Balances	
SPLOST 2003	\$28,558.13
SPLOST 2014	\$231,991.10
SPLOST 2020	\$9,624,086.61