



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, July 06, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

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

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. June 15, 2023

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

2. ZMA23-01: Zoning Map Amendment
3. T23-03 - Amendments to the Zoning Ordinance

BID AWARD/PURCHASES

4. City View Annual Software Maintenance
5. Pipe Purchase, Great Valley Parkway Extension

CONTRACTS/AGREEMENTS

6. Natural Gas Service Contract, SK America, Inc.

7. Amendment to 178 W. Main Street Property Sale & Concept Plan
8. SiteMed Annual Contract

BID AWARD/PURCHASES

9. Vector Solutions Renewal
10. MV90 Upgrade
11. 2S Meter Purchase
12. Emergency Repair of Wheeled Excavator
13. Purchase of Crosswalk Rectangular Rapid Flashing Beacon

RESOLUTIONS

14. Surplus Donation
15. Water & Sewer Bond Reimbursement

CONTRACTS/AGREEMENTS

16. Renewal Program Provider Contracts

BID AWARD/PURCHASES

17. Senior Aquatic Center Repairs
18. High Service Pump Motor Repair
19. Clarifier Valve Actuator
20. Water Material for Stock
21. New VoIP Phone System
22. Laserfiche Support Renewal
23. Fiber Pathway Installation - Advocates
24. Cameras and License Plate Readers for Park and Rec
25. City Server Hardware Update
26. City Server Software Update
27. Fiber Pathway Installation – Qcells

28. Office 365 Renewal

ADJORNMENT

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:	July 6, 2023
SUBCATEGORY:	Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	June 15, 2023
DEPARTMENT SUMMARY RECOMMENDATION:	Minutes from June 15, 2023 Council Meeting have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
City Hall – Council Chambers
June 15, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:06 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Mayor Santini closed Work Session at 6:26 P.M.

OPENING MEETING

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

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Cooley.

The City Council met in Regular Session with Mathew Santini, Mayor, presiding, and the following present: Kari Hodge, Council Member Ward One (Via Phone); Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Taff Wren, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, Assistant City Attorney.

Absent: Jayce Stepp, Council Member Ward Two and Gary Fox, Council Member Ward Five

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. June 1, 2023, Council Meeting Minutes

Council Member Cooley made a motion to approve the June 1, 2023, Meeting Minutes. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 4-0

APPOINTMENTS

2. Swearing in of Deputy City Clerk

Julia Drake, City Clerk, stated that Ashley Peters had been hired as the new Deputy City Clerk, and upon approval by Mayor and City Council, Ms. Peters would be sworn in.

Council Member Wren made a motion to approve swearing in of the new Deputy City Clerk. Council Member Cooley seconded the motion. The motion carried unanimously. Vote: 4-0

Mrs. Drake swore in Ms. Peters as the Deputy City Clerk.

3. Library Board

Dan Porta, City Manager, stated if approved, Sydney Lutjens will replace Karen Barnhart on the Library Board and her new term will expire June 30, 2026.

Council Member Roth made a motion to approve the Library Board Appointment. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0

4. Alcohol Control Board

Randy Mannino, Planning and Development Director, stated if approved, Richard Napps was willing to serve as the Mayor’s appointee on the Alcohol Control Board for another term which would expire June 3, 2025.

Council Member Cooley made a motion to approve the Alcohol Control Board appointee. Council Member Roth seconded the motion. Motion carried unanimously. Vote:4-0

PUBLIC HEARING – 1st READING OF ZONING/ANNEXATION REQUESTS

5. ZMA23-01: Zoning Map Amendment

Mr. Mannino stated this was the Annual Zoning Map Amendment that includes (1) de-annexation and (3) zoning cases approved by Council in 2022. Planning Commission approved 6-0. Staff recommends approval.

Mayor Santini opened the public hearing. With no one to come forward to speak for or against the amendment, the public hearing was closed.

This was a first reading and would be voted on at the next City Council meeting scheduled for July 6, 2023.

6. T23-03: Amendments to the Zoning Ordinance

Mr. Mannino stated this was for 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).

Key revisions to the City Ordinance include:

- 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.

Staff recommends approval. Planning Commission approved 6-0.

Mayor Santini opened the public hearing. With no one else to come forward to speak for or against the amendment, the public hearing was closed.

This was a first reading and would be voted on at the next City Council meeting scheduled for July 6, 2023.

RESOLUTIONS

7. Agreement to Settle Opioid Litigation

Keith Lovell, Assistant City Attorney, stated this resolution is the agreement to settle with Publix Super Markets, Inc. concerning the prescription opioid litigation.

Council Member Roth made a motion to approve the Agreement to Settle Opioid Litigation. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0.

Reference Resolution #13-23.

8. Acceptance of Grant Award

Kevin Cloninger, Deputy Chief of Police, stated this resolution is for the acceptance of a grant from the State which will allow the purchase of tasers for the Police Department and allows all associated documents to be signed.

Council Member Wren made a motion to approve the Acceptance of Grant Award. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Reference Resolution #14-23.

9. Repeal Ordinance 22-23

Mr. Lovell stated this item will become a first reading and that the Gas Department requests to repeal Ordinance 22-23, which was approved at the May 18, 2023, City Council meeting due to incorrect billing rates.

As stated previously, this was a first reading and will be voted on at the July 6th, 2023, City Council Meeting.

FIRST READING OF ORDINANCES

10. Correction of Ordinance 22-23

Mr. Lovell stated this is an Ordinance revision to amend Article IX.-Gas System Division 2.-Rates Sec 24-223, to correct the consumption price contained within the chart.

This is the first reading and will be voted on at the July 6th, 2023, City Council Meeting.

SECOND READING OF ORDINANCES

11. Budget Ordinance for the Fiscal Year 2023-2024

Mr. Porta 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 of the proposed FY 2023-24 budget as presented.

Council Member Cooley made a motion to approve the Budget Ordinance for Fiscal Year 2023-2024. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Reference Ordinance #31-23

12. Amendment to Utilities Ordinance Regarding Water and Sewer Rate

Mr. Porta 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 is recommended to increase water and sewer rates beginning July 1, 2023.

Council Member Cooley made a motion to approve the Amendment to Utilities Ordinance Regarding Water and Sewer Rate. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

CONTRACTS/AGREEMENTS

13. Contracts for Performing Services

Mr. Porta stated this item includes the Contracts for Performing Services for the agencies that are awarded funds each year as part of the annual budget.

The agencies and amounts for this year are:

- 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

All these contracts are budgeted in FY2023.

Council Member Cooley made a motion to approve Contracts for Performing Services. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

14. Dedication and Maintenance Agreement – Crown Inn

Mr. Lovell stated this is the Certificate of Dedication and Maintenance Agreement of water and sewer lines for the Crown Inn Sewer Project on Tennessee Street. It was recommended for approval.

Council Member Wren made a motion to approve the Dedication and Maintenance Agreement – Crown Inn. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

BID AWARD/PURCHASES

15. Atco-Pettit Creek & JDC Sewer Replacement

Sidney Forsyth, Water Department Director, stated 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.

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. Approval was recommended of this budgeted capital project.

Council Member Roth made a motion to approve the Atco-Pettit Creek & JDC Sewer Replacement. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

16. Meters for Satterfield Townhomes

Mayor Santini stated that when the agenda was sent out, the item was referenced as Saddlefield Townhomes instead of Satterfield Townhomes.

Derek Hampton, Electric Department Director, stated 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 Satterfield townhome community. The total cost is \$18,887.60. This is a budgeted expense recommended for approval.

Council Member Cooley made a motion to approve the Meters for Satterfield Townhomes. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

17. Additional Sod at Soccer Complex

Steve Roberts, Parks and Recreation Director, stated 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.

Council Member Wren made a motion to approve Additional Sod at Soccer Complex. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

18. Fiber Optic Cable

Steven Grier, FiberCom Director, stated 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 was recommended for approval.

Council Member Roth made a motion to approve Fiber Optic Cable. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

Council Member Wren made a motion to add three items to the agenda. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

19. Residential Garbage Carts

Wade Wilson, Public Works Director, stated 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.

Council Member Cooley made a motion to approve the Residential Garbage Carts. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

20. 8-Yard Slant Front Dumpster

Mr. Wilson stated 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.

Council Member Cooley made a motion to approve 8-Yard Slant Front Dumpster. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

21. Contractor Labor for Tapping and Stopping

Michael Dickson, Gas Department Director, stated 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 recommended for approval.

Council Member Roth made a motion to approve the Contractor Labor for Tapping and Stopping. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

22. Gas Meter Purchase

Mr. Dickson stated 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 was recommended.

Council Member Wren made a motion to approve Gas Meter Purchase. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

23. Travelers Insurance Fiduciary Coverage

Mr. Porta stated the 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.

Council Member Wren made a motion to approve the Travelers Insurance Fiduciary Coverage. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

24. 19 N. Erwin Building Study

Mr. Porta stated that he and Chief Carter 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 a 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.

Council Member Cooley made a motion to approve the 19 N. Erwin St. Building Study. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

25. First Quarter 2023 Motorola Radio Invoice

Freddy Morgan, Assistant City Manager, stated 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 approval was recommended to pay this invoice in the amount of \$37,150.83.

Council Member Wren made a motion to approve the First Quarter 2023 Motorola Radio Invoice. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

SURPLUS EQUIPMENT

26. Surplus Equipment

Mr. Morgan stated this is a list of vehicles/equipment deemed as surplus by our departments. It was requested this list be approved as surplus to be sold on GovDeals.com.

Surplus assets-vehicles April 2023					
Department	Asset #	VIN/Serial #	Description	Mileage	Problems
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	1GC/GC24R4WZ206310	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

Council Member Roth made a motion to approve Surplus Equipment. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

RESOLUTIONS

27. Pension Plan Resolution and Amendments

Mr. Morgan stated 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 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.

Council Member Cooley made a motion to approve the Pension Plan Resolution and Amendments. Council Member Roth seconded the motion. Motion carried unanimously.
Vote: 4-0

Reference Resolution #16-23

Mayor Santini recognized Freddy Morgan as he received the Excellence award to Breaking Barriers and Council Member Cooley for receiving the Leadership Award.

ADDED ITEMS

28. Encroachment Agreement for Main St. Pump Station

Mr. Lovell stated this is an agreement for the Main St. Pump Station to allow for encroachment for GA Power.

Council Member Wren made a motion to approve the Encroachment Agreement for Main Street Pump Station. Council Member Roth seconded the motion. Motion carried unanimously.
Vote: 4-0

29. Property, Casualty and Workers Compensation Insurance Renewals

Mr. Porta stated that this is the renewal with USIS, INC, our annual rate will increase by 12%. The total with workers comp will be \$1,267,577.00.

Council Member Wren made a motion to approve the Property, Casualty, and Workers Compensation Insurance Renewal. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

30. Gabe Agan, Raymond James Proposal Agreement - Letter of Intent

Mr. Porta stated this is an engagement agreement to discuss bonds for the water and sewer project.

Council Member Wren made a motion to approve the Gabe Agan, Raymond James Proposal Agreement. Council Member Roth seconded the motion. Motion carried unanimously.
Vote: 4-0

MONTHLY FINANCIAL STATEMENT

31. April 2023 Financial Report

Mr. Porta presented the April 2023 Financial Report and compared the numbers to April 2022.

OTHER BUSINESS

Mike Lusk, 4 Twin Leaf Court, came forward to inquire on the upcoming millage rate. Mayor Santini stated there would be no rollback. Mr. Porta added that the 2.91% rate would remain the same.

David Holt, 218 West Avenue, thanked Mr. Porta for the help on the Quiet Zone. Continuing, Mr. Holt suggested the city hire an outside consulting firm to determine a future plan for the City of Cartersville.

ADJOURNMENT

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

Meeting Adjourned at 7:38 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



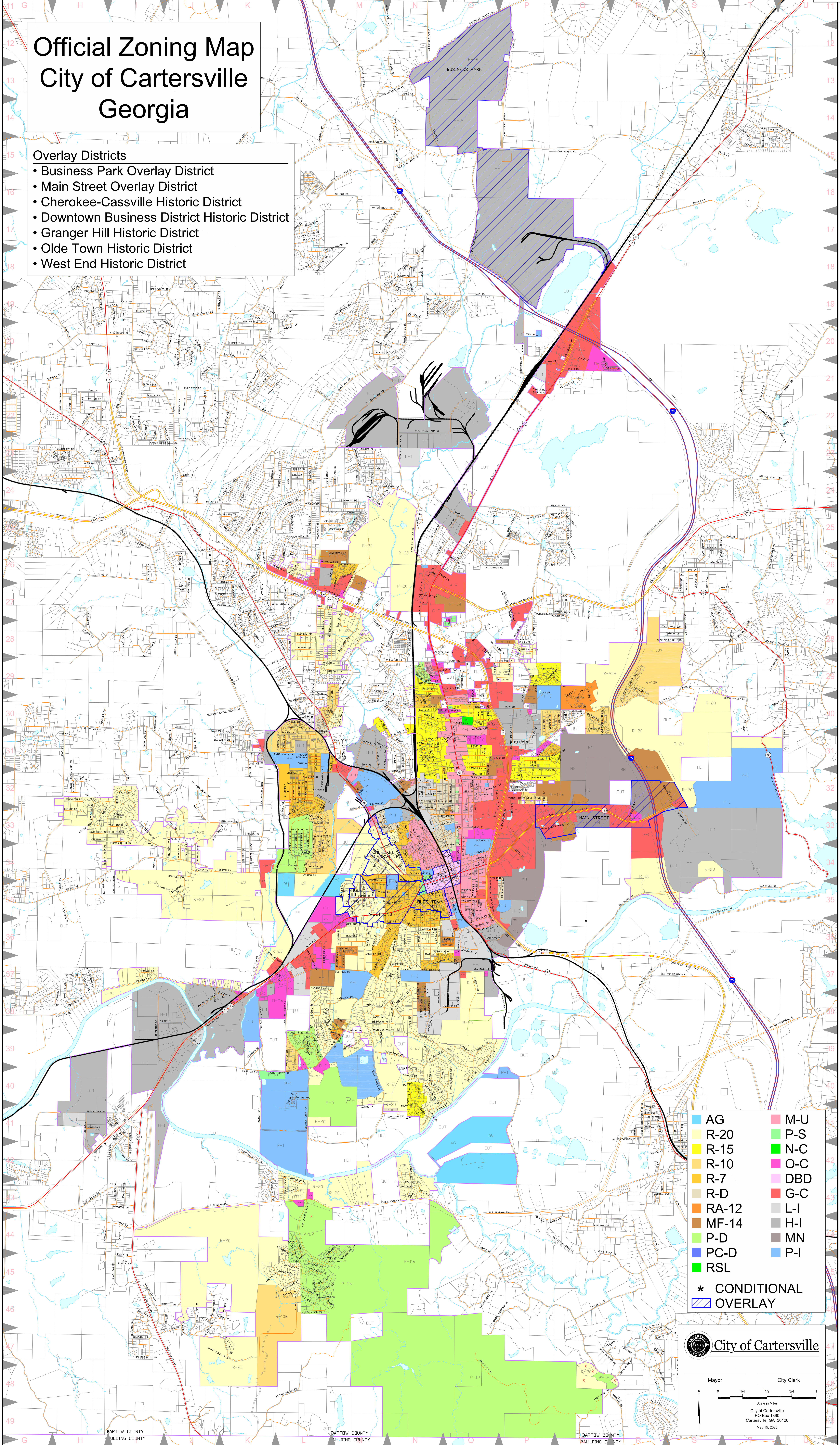
CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Public Hearing – 2nd 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



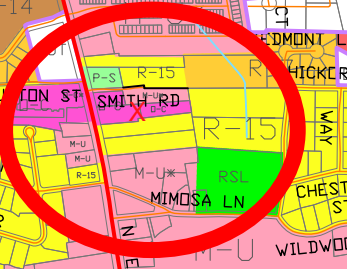
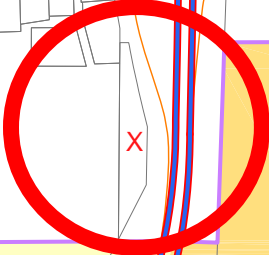
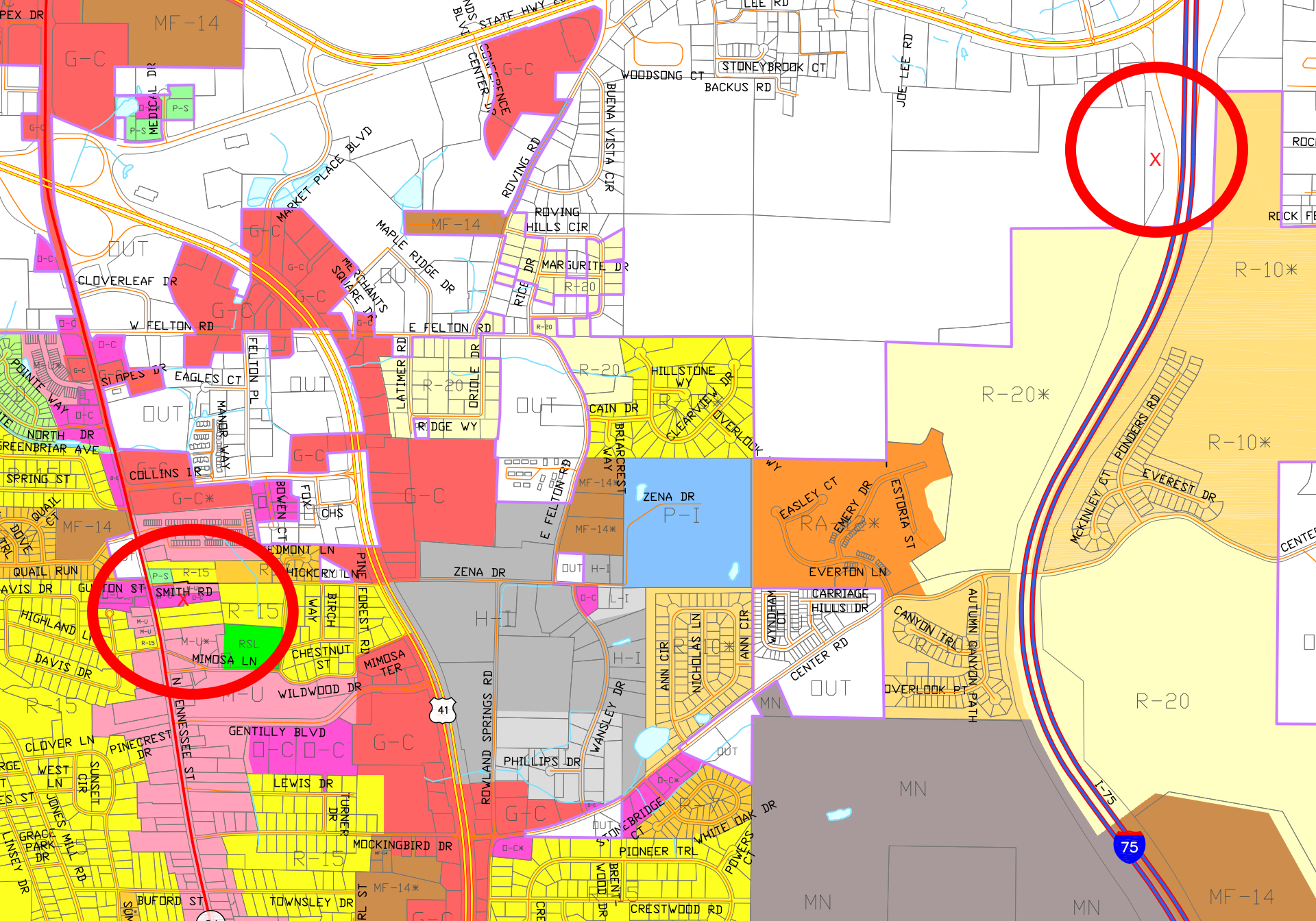
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R-7	DBD
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RA-12	L-I
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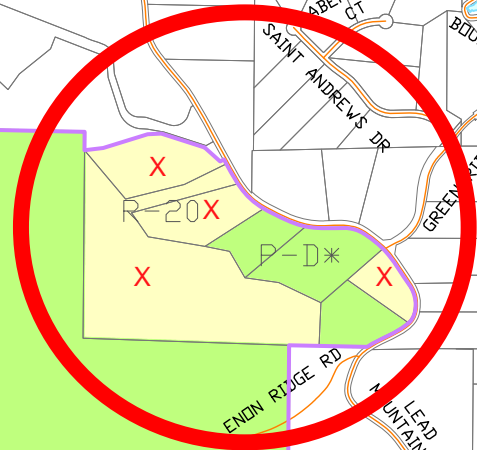
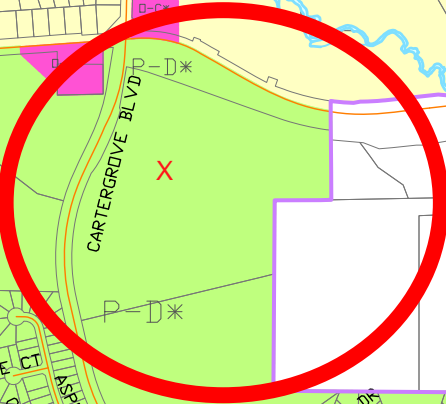
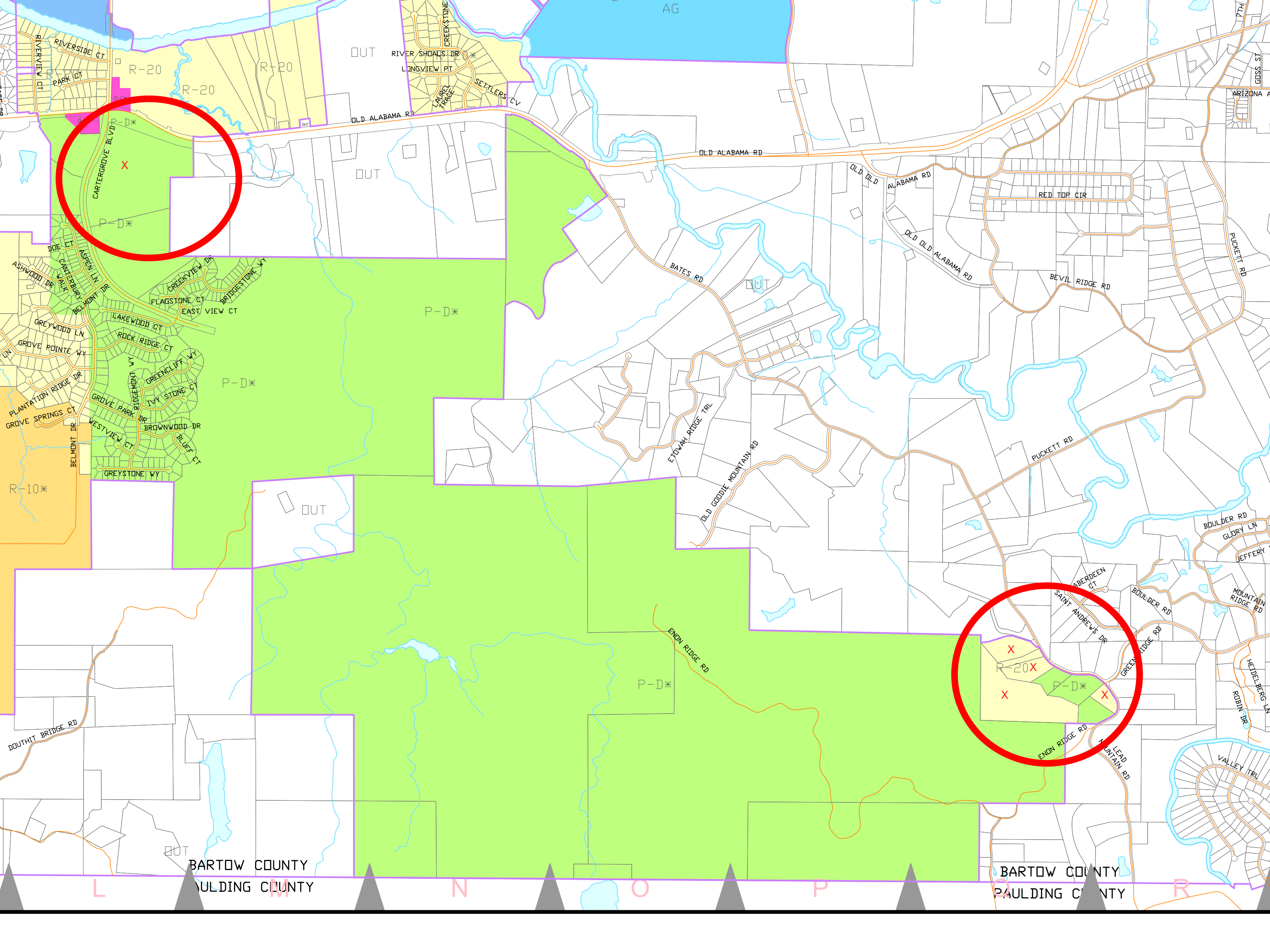
City of Cartersville

Mayor _____ City Clerk _____

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

City of Cartersville
P.O. Box 1300
Cartersville, GA 30120
May 15, 2023





BARTOW COUNTY
BUILDING COUNTY

BARTOW COUNTY
PAULDING COUNTY

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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Public Hearing – 2nd 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.

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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 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.

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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. 21.1. – 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.

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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 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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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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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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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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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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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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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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JULIA DRAKE, CITY CLERK

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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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ATTEST: _____

JULIA DRAKE, CITY CLERK

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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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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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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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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: _____
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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.

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 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.

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 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.

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 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.

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 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.

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 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:	July 6, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	City View Annual Software Maintenance
DEPARTMENT SUMMARY RECOMMENDATION:	Planning and Development requests approval of the annual City View maintenance invoice for 8/1/23 - 7/31/2024 in the amount of \$22,747.38. This is a budgeted item and recommended for approval.
LEGAL:	NA



Remit To: Harris computer Systems
 PO Box 74007259
 Chicago, IL 60674-7259

Invoice
 Date
 Page

Meeting: July 6, 2023 Item 4.
 5/29/2023
 1 of 1

Bill to

Cartersville, City of
 Jack Thomson
 1 N. Erwin St. P.O. Box 1390
 Cartersville, GA 30120
 USA

Ship To

Cartersville, City of
 Jack Thomson
 1 N. Erwin St. P.O. Box 1390
 Cartersville, GA 30120
 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	CAR1102	MICHAEL HIGGINS	DELIVERY	MN AUG

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	MUNICIPAL MAINT	Annual Software Maintenance term for CityView: 8/1/2023 to 7/31/2024 Please note: This year's Maintenance fees have been subjected to a 9% increase. Maintenance includes registration fees for 0 participants in the 2023 Harris Customer Training Conference	US\$ 22,747.38	US\$ 22,747.38
			Subtotal	US\$ 22,747.38
			Misc	US\$ 0.00
			Tax	US\$ 0.00
			Freight	US\$ 0.00
			Trade Discount	US\$ 0.00
			Total	US\$ 22,747.38

Invoice Questions? Please call Cyrene Kwok at 1-888-847-7747 ext 2699 OR e-mail CKwok@harriscomputer.com



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Gas Department
AGENDA ITEM TITLE:	Pipe Purchase, Great Valley Parkway Extension
DEPARTMENT SUMMARY RECOMMENDATION:	The Gas System requests the purchase of 3,300 feet of 6-inch steel pipe for the Great Valley Parkway Extension. Three bids were requested, but only two were submitted. Irby Utilities of Kennesaw, GA submitted the low bid of \$58,839. This is a budgeted item recommended for approval.
LEGAL:	N/A

STOCK

June 14, 2023

MATERIAL BID PROPOSAL

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

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

Item Specification:

SEE ATTACHED SHEET

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	6 5/8"	O.D. .219" W.T., F.B.E. COATED, ERWX42/X52 STEEL LINE PIPE Cartersville # 315010	3,300	LF	\$ <u>17.83</u> Numerals	\$ <u>58839.00</u> Numerals	<u>LATE JUNE-EARLY JULY</u> Calendar Days

Seventeen Dollars and Eighty-three Cents
Words (Unit Price Only)

TOTAL BID \$ 58839.00
Numerals

6 X .219 X52 PEB DRL ERW
API5L, 14-16 MIL FBE, 3M 6233P

PIPE IS WHEATLAND
3M 6233P HAS REPLACED 3M 206N

BID PROPOSAL SUBMITTED BY:

Irby Utilities
Name of Supplier

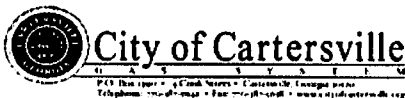
Charmaine Harper
Name of Preparer

6/19/2023
Date

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

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

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



STOCK

June 14, 2023

MATERIAL BID PROPOSAL

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

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

Item Specification:

SEE ATTACHED SHEET

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	6 5/8"	O.D. .219" W.T., F.B.E. COATED, ERWX42/X52 STEEL LINE PIPE Cartersville # 315010	3,300	LF	\$ <u>21.25</u> Numerals <i>Twenty One Dollars + Twenty Five cents FT.</i> Words (Unit Price Only)	\$ <u>70,125.00</u> Numerals	<u>4 weeks</u> Calendar Days
TOTAL BID \$					<u>70,125.00</u> Numerals		

BID PROPOSAL SUBMITTED BY:

CS
Name of Supplier

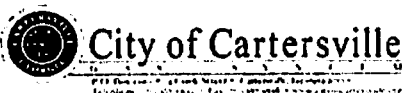
Paul Root
Name of Preparer

6-19-23
Date

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

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

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



STOCK

June 14, 2023

MATERIAL BID PROPOSAL

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

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

Item Specification:

SEE ATTACHED SHEET

ITEM NO.	SIZE	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT	EXPECTED DELIVERY DATE (from time of order)
1.	6 5/8"	O.D. .219" W.T., F.B.E. COATED, ERWX42/X52 STEEL LINE PIPE Cartersville # 315010	3,300	LF	\$ <u>No Bid</u> Numerals	\$ _____ Numerals	_____ Calendar Days
					Words (Unit Price Only)		
TOTAL BID \$					<u>No Bid</u>	_____	
					Numerals		

BID PROPOSAL SUBMITTED BY:

G & C Supply
Name of Supplier

Eric Howell
Name of Preparer

6-16-23
Date

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

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

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





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Gas Department
AGENDA ITEM TITLE:	Natural Gas Service Contract, SK America, Inc.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>SK Battery America, Inc., a vehicle battery manufacturer located in Kingston, will be a natural gas user with consumption totaling approximately 11,000 decatherms per day by 2030.</p> <p>A Gas Service Agreement has been negotiated with SK Battery America, Inc. outlining the terms of the gas service. The Gas System anticipates improvements totaling approximately \$10 million will be necessary to serve this volume. Under the terms of the Agreement, SK America, Inc. has agreed to pay a minimum monthly bill for its gas usage for seven years or until the City has recouped its capital outlay from the sale profits, whichever occurs first. The Gas System anticipates the capital outlay to be recouped or returned on investment within five years, depending on the actual cost of gas. The agreement has been executed by SK Battery and accepted by the City Attorney's Office. It is recommended for approval.</p>
LEGAL:	Reviewed by Archer & Lovell

**CITY OF CARTERSVILLE AGREEMENT
FOR NATURAL GAS SALES**

This agreement ("Agreement") is entered into this ____ day of _____, 20____ by and between the **CITY OF CARTERSVILLE, GEORGIA ("City")** and **SK BATTERY AMERICA, INCORPORATED ("SK Battery America, Inc." or the "Customer")**, a Delaware corporation,

WHEREAS, SK Battery America, Inc. is preparing to commence operation of a manufacturing plant in Bartow County, Georgia and desires to receive natural gas for use and consumption on the premises of its plant; and

WHEREAS, City owns and operates a natural gas distribution system providing natural gas sales and transportation service in Bartow County, Georgia; and

WHEREAS, SK Battery America, Inc. will purchase natural gas from City pursuant to this Agreement; and

WHEREAS, City will have available natural gas supplies and capacity for sale to SK Battery America, Inc.; and

WHEREAS, subject to the terms and conditions hereinafter set forth and the City Ordinances which are incorporated herein, City desires to sell firm natural gas service to SK Battery America, Inc., and SK Battery America, Inc. desires to purchase such firm service from City;

NOW, THEREFORE, in consideration of the premises and the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which



are hereby acknowledged, City and SK Battery America, Inc. do hereby agree as follows:

ARTICLE 1.

Firm service;

Quantity; Pressure; curtailment

1.1 City agrees to deliver up to 1,613 Mcf per day of natural gas beginning September 1, 2024, increasing to 3,226 Mcf per day of natural gas beginning January 1, 2025, increasing to 4,524 Mcf per day of natural gas beginning January 1, 2026, increasing to 4,562 Mcf per day of natural gas beginning January 1, 2027, increasing to 7,872 Mcf per day of natural gas beginning January 1, 2028, increasing to 8,088 Mcf per day of natural gas beginning January 1, 2029 and increasing to 12,341 Mcf per day of natural gas beginning January 1, 2030 to the point of interconnection between the facilities of City and facilities of SK Battery America, Inc. with peak hourly demands of 68 Mcf of natural gas beginning September 1, 2024, increasing to 135 Mcf of natural gas beginning January 1, 2025, increasing to 189 Mcf of natural gas beginning January 1, 2026, increasing to 191 Mcf of natural gas beginning January 1, 2027, increasing to 328 Mcf of natural gas beginning January 1, 2028, increasing to 337 Mcf of natural gas beginning January 1, 2029 and increasing to 515 Mcf of natural gas beginning January 1, 2030.

1.2 Natural gas shall be delivered at a normal pressure of 150 pounds per square inch gauge ("psig"), a minimum pressure of 145 pounds per square inch gauge ("psig"), a maximum pressure of 155 pounds per square inch gauge ("psig") and a maximum allowable pressure of 175 pounds per square inch gauge ("psig") at the Point of Delivery as defined under Article 2.1.

1.3 SK Battery America, Inc. will designate and furnish to City and designated



scheduling agent of City in writing the name, address and telephone number of a person or persons to be consistently updated (each of whom is hereinafter referred to as "Gas Controller") and will advise City and designated scheduling agent of City of the volumes of gas to be delivered to SK Battery America, Inc. As provided in the City Ordinances, City and designated scheduling agent of City shall be entitled to rely upon all information and advice given by Gas Controller to City and designated scheduling agent of City regarding usages for SK Battery America, Inc. SK Battery America, Inc. shall provide a monthly forecast of natural gas usage by daily volume at least by the 15th day of the preceding calendar month to City and designated scheduling agent of City. SK Battery America, Inc. shall also provide a 24-hour minimum notice of any forecasted daily usage fluctuation in excess of 10% over or under any daily volume provided in the monthly forecast to City and designated scheduling agent of City.

1.4 It is currently contemplated that service will commence hereunder beginning September 1, 2024.

1.5 Firm sales service supplied by the City under all rate schedules may be curtailed in whole or in part by City at any time or from time to time in such manner as City may elect when the same becomes necessary in the judgment of City by reason of an event of Force Majeure (as defined in Article 11 herein) or to accomplish any of the following:

- (i) To protect essential human need uses, such as residences, hospitals, residential institutions, schools, etc.
- (ii) To implement curtailment or load control plans permitted to become effective, or ordered by, any governmental body or agency having jurisdiction with respect to City.



(iii) To protect or maintain City's natural gas system.

**ARTICLE 2.
Point of Delivery**

2.1 The point of delivery of natural gas hereunder by City to SK Battery America, Inc. shall be the outlet of the City's metering and regulating equipment described in paragraph 7 .1 (Pont of Delivery).

**ARTICLE 3.
Effectiveness and Term**

3.1 This Agreement shall be effective as of the date first written above and shall continue in full force and effect for ten (10) years from the time Rate Code 52 – Firm – Large – Industrial Process – Contract Demand takes effect beginning January 1, 2026 and will be automatically renewed from year to year unless cancelled by written notice given by one party to the other at least ninety (90) days prior to the renewal date.

**ARTICLE 4.
Rates; Order of service**

4.1 The rate to be paid by SK Battery America, Inc. to City for all natural gas delivered beginning September 1, 2024 through and including December 31, 2025 shall be the generally applicable rate for similarly situated customers for industrial firm gas under Rate Code 51 – Firm – Large – Industrial Process as set by the Cartersville City Council from time to time. The rate to be paid by SK Battery America, Inc. to City for all natural gas delivered beginning January 1, 2026 through the term hereunder shall be the generally applicable rate for similarly situated customers for industrial firm gas under Rate

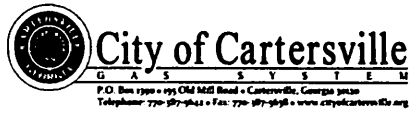
Code 52 – Firm – Industrial Process – Contract Demand as set by the Cartersville City Council from time to time.

(i) Beginning January 1, 2026 under Rate Code 52 – Firm – Industrial Process – Contract Demand, City will secure contract capacity above and beyond the contract capacity held by City on behalf of SK Battery America, Inc. from time to time. SK Battery America, Inc. agrees to pay any and all costs associated with such contract capacity. SK Battery America, Inc. agrees to pay fees and penalties resulting from overruns and/or underruns of natural gas usage and/or fees and penalties associated with any failure of SK Battery America, Inc. to fulfill the obligations of any part of this Agreement herewith.

(ii) SK Battery America, Inc. agrees to pay any and all costs associated with any differences in the monthly volumes of gas to be delivered to SK Battery America, Inc. advised by the Gas Controller and the actual monthly natural gas usage delivered to SK Battery America, Inc. Such monthly imbalances may be subject to limited buyback from time to time by the supplier of the natural gas. SK Battery America, Inc. agrees to pay any and all costs associated with such monthly imbalances. Any costs associated with any and all imbalances may be invoiced in the following billing month.

4.2 SK Battery America, Inc. agrees to pay any sales, use or other tax imposed by any taxing authority upon the purchase or use of natural gas capacity hereunder. There will be no charge to SK Battery America, Inc. for establishing its account with City for the provision of natural gas pursuant to this Agreement.

4.3 All of City's rate schedules and contracts for natural gas service are subject



to the provisions of any federal or state statute, order, rule or regulation of any federal or state agency which may be applicable from time to time, requiring the pass-through of particular costs, including incremental gas costs, to particular customers or classes of customers of City, and to any other federal or state statute, order, rule or regulation applicable to City from time to time.

4.4 Natural gas purchased under the rates contained herein shall not be resold by the Customer hereof in any manner, and City will discontinue service upon notice to the Customer when it is determined that gas is being resold in violation of this provision of the rate schedule in the event the Customer does not discontinue such resale within twelve (12) hours after such notice.

4.5 SK Battery America, Inc. is subject to all ordinances adopted by the City regarding the purchase, billing, supplying, storage and providing of natural gas service to SK Battery America, Inc.

ARTICLE 5.

Billing, Payment, Advance Payment, Assurance of Performance and Minimum Bill

5.1 City shall invoice SK Battery America, Inc. monthly for gas service hereunder at the address requested in writing by SK Battery America, Inc. from time to time. Payment shall be made by SK Battery America, Inc. at the address for payment shown on City's monthly invoice.

5.2 Invoices shall be due and payable within fifteen (15) days after the postmarked date of the invoice. In the event that payment is not received by City by the due date, late payment charges shall be imposed pursuant to generally applicable rate schedules and terms and conditions for City's natural gas service. Payment of an invoice



by SK Battery America, Inc. shall not be deemed to foreclose any right to contest the accuracy of such invoice. A late charge of 10% of the amount of the invoice shall be due and payable on any invoice not paid within fifteen (15) days of the postmarked date of the invoice.

5.3 In the event that City has not received payment for services rendered hereunder within fifteen (15) days of the postmarked date of the invoice, City may suspend service until such billing or part thereof is paid.

5.4 Each party or its designee shall have the right at all reasonable times to examine the books and records of the other to the extent necessary to verify the accuracy of any bill, statement, charge, computation or demand made under this Agreement.

5.5 SK Battery America, Inc. shall provide City an advance payment in the amount of two (2) months of estimated billings as calculated by multiplying the estimated high volume of 12,341 decatherms per-day previously provided by SK Battery, Inc. by thirty (30) days per month and further multiplying by the rate schedule per decatherm based on the highest cost of natural gas for the preceding twelve (12) calendar months from the month the advance payment is made. The advance payment may be in the form of secured funds or an insurance bond or an irrevocable letter of credit acceptable to City renewed annually which provides for immediate payment upon notification by City. The advance payment must be provided prior to the initiation of natural gas service. The advance payment shall be retained by City for the term of natural gas service to SK Battery America, Inc. The above is in addition to any requirements for advance payments as required by the ordinance.

5.6 City reserves the right to require SK Battery America, Inc. to provide adequate assurance of performance. "Adequate assurance of performance" shall be

defined as a guaranty by SK Battery America, Inc. in the form of an irrevocable letter of credit acceptable to City in the reasonable projected maximum amount related to early termination of any contract obligation by City to provide natural gas to SK Battery America, Inc. as defined in the rate schedule. The irrevocable letter of credit shall be renewed annually. City may require SK Battery America, Inc. in writing to provide additional adequate assurance of performance, with which SK Battery America, Inc. shall comply within thirty (30) days.

5.7 SK Battery America, Inc. will receive a bill each month for a minimum volume of 1,452 Mcf per day of natural gas beginning September 1, 2024, increasing to 2,904 Mcf per day of natural gas beginning January 1, 2025, increasing to 4,073 Mcf per day of natural gas beginning January 1, 2026, increasing to 4,106 Mcf per day of natural gas beginning January 1, 2027, increasing to 7,085 Mcf per day of natural gas beginning January 1, 2028, increasing to 7,279 Mcf per day of natural gas beginning January 1, 2029 and increasing to 11,107 Mcf per day of natural gas beginning January 1, 2030 if monthly natural usage is below 1,452 Mcf per day of natural gas beginning September 1, 2024, increasing to 2,904 Mcf per day of natural gas beginning January 1, 2025, increasing to 4,073 Mcf per day of natural gas beginning January 1, 2026, increasing to 4,106 Mcf per day of natural gas beginning January 1, 2027, increasing to 7,085 Mcf per day of natural gas beginning January 1, 2028, increasing to 7,279 Mcf per day of natural gas beginning January 1, 2029 and increasing to 11,107 Mcf per day of natural gas beginning January 1, 2030 . SK Battery America, Inc. will continue to receive a minimum bill each month until such time the capital outlay by City has been recuperated from the sales profits or seven (7) years whichever is sooner.

5.8 In any case that a check, draft, negotiable order of withdrawal, or like instrument, received for services is not paid or dishonored by the bank or other depository institution upon which it is drawn, a bad check charge of \$50.00 shall be paid.

5.9 All natural gas usage will be billed monthly in decatherms and will be calculated by taking the monthly volume of usage expressed in thousands of cubic feet multiplied by the average BTU of the natural gas delivered to City as determined below and divided by 1,000 in order to determine the number of decatherms consumed for billing purposes.

ARTICLE 6.

Balancing and Penalties

6.1 SK Battery America, Inc.'s usage shall be deemed to be in balance when actual monthly deliveries of natural gas from City to SK Battery America, Inc. and monthly delivery quantities of natural gas forecasted by SK Battery America, Inc. provided to City and designated scheduling agent of City are equal. The parties agree to cooperate to maintain a reasonable balance between natural gas deliveries from City to SK Battery America, Inc.'s and forecasted usage by SK Battery America, Inc. to City.

6.2 SK Battery America, Inc. shall pay penalties associated with any natural gas volume imbalances that incur penalties to City from the transporters of the natural gas, Williams/Transco and/or Southern Natural Gas Company, as defined in the most recent tariffs of Transcontinental Gas Pipe Line Company, LLC (Williams/Transco) and El Paso Natural Gas Company, LLC (Southern Natural Gas Company) as filed with the Federal Energy Regulatory Commission. SK Battery America, Inc. shall pay penalties associated with any natural gas volumes that incur penalties to City from any natural gas suppliers under the terms of the contracts with such natural gas suppliers.

ARTICLE 7.

Metering

7.1 Metering of natural gas shall include one or more recording devices furnished, read, and maintained by City. Such metering equipment shall remain the property of City. Such metering equipment and any necessary regulating equipment shall be installed at an agreed upon location on the site of SK Battery America, Inc.'s manufacturing plant. SK Battery America, Inc. shall provide space acceptable to City for City's metering and regulating equipment and suitable chain link protective fencing thereof. All property of City installed upon the premises of SK Battery America, Inc. is under the protection of SK Battery America, Inc. SK Battery America, Inc. shall indemnify, defend and hold harmless City against any loss or claim (including reasonable attorneys' fees actually incurred) arising in connection with:

- (i) any damage to persons or property arising from any theft, vandalism or other damage to the metering or regulating equipment of City or to City's natural gas distribution pipes installed on the premises of SK Battery America, Inc.;

provided, however, that such indemnification shall not apply to the extent a court of competent jurisdiction determines in a final judgment that such loss was caused by City's negligence or willful misconduct. No one except employees or agents of City shall be allowed by SK Battery America, Inc. to make repairs or adjustments to, or otherwise tamper with, any such natural gas metering or regulating equipment of City or to City's natural gas distribution pipes.

7.2 When natural gas is delivered at a pressure in excess of 14.73 pounds per square inch absolute, then for the purpose of measurement hereunder, such volumes of

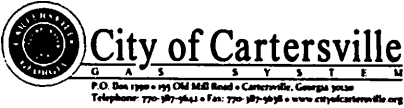
gas shall be corrected to a pressure of 14.73 pounds per square inch absolute and to a base temperature of 60°F. It is assumed that the atmospheric pressure is 14.4 pounds per square inch.

7.3 City shall at all times have the right to go upon the property of SK Battery America, Inc. for the purpose of inspecting, testing, repairing, maintaining or removing or otherwise gaining access to its metering, pipes or other equipment or appurtenances used in providing natural gas hereunder.

7.4 If, after inspection, a meter is found to be inaccurate, the meter shall be corrected prospectively. If the inaccuracy is greater than 2%, the next bill shall be adjusted by the City through credits or additional billings, to correct for such meter inaccuracy during the thirty (30) day period preceding the discovery of the meter inaccuracy, after review of relevant information and opportunity for comment by SK Battery America, Inc. Such thirty-day period may be shortened or lengthened to the actual period of meter inaccuracy if such actual period can be established to the reasonable satisfaction of the City.

**ARTICLE 8.
Gas Leakage**

8.1 SK Battery America, Inc. agrees to give a minimum of one (1) hour notice to City when any leakage of natural gas is discovered and SK Battery America, Inc. agrees to take all precautions reasonable in the circumstances, including cessation of any activity which might ignite such natural gas, and immediately shutting off the flow of natural gas by means of closing a customer-owned, operated and maintained valve located outside of the perimeter fencing downstream of the City's metering and regulating station.



ARTICLE 9. Rules and Regulations

9.1 This Agreement is made subject to, and SK Battery America, Inc. agrees to accept and be bound by, all ordinances, laws, rules and regulations, terms and conditions and rate schedules applicable to the provision of firm natural gas service as hereunder, which are now in effect or which may hereafter be adopted, issued, promulgated or otherwise made effective by the Cartersville City Council, the Federal Energy Regulatory Commission, or other governmental body having jurisdiction thereof.

ARTICLE 10. Warranties

10.1 City warrants that it shall have good title to the natural gas to be sold to SK Battery America, Inc. hereunder, and that such natural gas shall be free and clear of all liens, encumbrances, and/or claims thereon.

10.2 SK Battery America, Inc. agrees to indemnify and hold City harmless from any loss or claim (including reasonable attorneys' fees actually incurred) arising out of, relating to or resulting from SK Battery America, Inc.'s possession of natural gas after delivery to SK Battery America, Inc. at the Point of Delivery provided, however, that such indemnification shall not cover such losses or claims to the extent a court of competent jurisdiction determines in a final judgment that any such loss was caused by City's negligence or willful misconduct.

10.3 It is contemplated that all natural gas received into the City's system will be gas delivered out of a commingled stream from the pipeline system of Southern Natural Gas Company and/or Williams/Transco. The service contemplated hereunder is of an

industrial character and City does not guarantee the chemical composition or specific gravity of the natural gas delivered nor does City guarantee such natural gas to be free from interruptions or fluctuations in delivery pressure or from variations in chemical composition or specific gravity from time to time. THERE IS NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS OF NATURAL GAS DELIVERED FOR USE IN SK BATTERY AMERICA, INC.'S OPERATIONS.

(i) From time to time at the written request of SK Battery America, Inc., City shall provide the latest available chemical composition report of the natural gas delivered out of a commingled stream from the pipeline system of Southern Natural Gas Company and/or Williams/Transco as provided to City by Southern Natural Gas Company and/or Williams/Transco.

(ii) From time to time at the written request of SK Battery America, Inc., City shall provide the latest available tariff associated with the minimum quality requirements of natural gas delivered by Southern Natural Gas Company and/or Williams/Transco to City.

ARTICLE 11.

Force Majeure

11.1 The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, exhaustion or depletion of City's stocks of peak shaving fuel, exhaustion or depletion of City's supply of underground storage gas, freezing of wells or lines of pipe, partial or complete

curtailment or interruption of deliveries by City's suppliers, inability to obtain rights of way or permits or material, equipment or supplies, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the obliger party and which by the exercise of due diligence such party is unable to prevent or overcome.

11.2 In the event that City or SK Battery America, Inc. is rendered unable, either wholly or partially, by Force Majeure from carrying out obligations under this Agreement, it is agreed that the obligations of City and SK Battery America, Inc., other than obligations to indemnify, defend or hold harmless or obligations to pay for natural gas or other payment obligations, insofar as they are affected by such Force Majeure, shall be suspended so long as the continuance of any inability so caused, but for no longer period.

ARTICLE 12.

Notices

12.1 Any notice, request or demand provided for herein (other than notice of curtailment, which may be oral) shall be in writing and shall be considered to be duly delivered when mailed first class, postage paid, to the other at the address set forth below, or such other address as a party may designate in writing:

City:
City Manager
City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

with a copy to:

City of Cartersville, Georgia
Natural Gas Service Agreement
SK Battery America, Inc.

Prepared: April 27, 2023
Revised: June 23, 2023

Gas System Director
City of Cartersville
P.O. Box 1390
Cartersville, Georgia 30120

SK Battery America, Inc.:
Hyuck Lim
Senior Professional Manager
SK Battery America, Inc.
1760 Steve Reynolds Industrial Parkway
Commerce, Georgia 30529

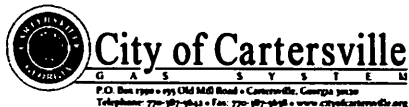
with a copy to:

Keunwoo Kim
Senior Professional Manager
SK Battery America, Inc.
1760 Steve Reynolds Industrial Parkway
Commerce, Georgia 30529

**ARTICLE 13.
Miscellaneous**

13.1 Waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate or be construed as a waiver of any future defaults, whether of a like or of a different nature.

13.2 This Agreement constitutes the entire agreement between the parties



pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No modification of or supplement to the terms and provisions hereof shall be or become effective except by execution of a supplementary written agreement between the parties hereto.

13.3 SK Battery America, Inc. may, upon written notice to City, transfer any and all of its rights or otherwise novate the entirety of such Natural Gas service to an assigned entity, which may be, without limitation, it's parent, subsidiary, or a third-party joint venture partner or its parent, subsidiary or any other affiliate (each, the "New Entity"), to the extent SK Battery America, Inc. or its parent, directly or indirectly through one or more intermediaries, ultimately controls, is controlled by or is under common control with the New Entity subject to approval of financial capability of the assignee to meet all obligations hereunder being provided to the City and said approval must be in writing by the City.

13.4 This Agreement shall be construed in accordance with the laws of the State of Georgia without reference to any choice or conflicts of law principles. The United Nations Convention on Contracts for the International Sales of Goods is expressly and entirely excluded.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and have caused their respective seals to be hereunto affixed and attested to by their respective Clerks or Secretaries or Assistant Clerks or Secretaries.

[Signatures on Next Page]

City of Cartersville, Georgia
Natural Gas Service Agreement
SK Battery America, Inc.

Prepared: April 27, 2023
Revised: June 23, 2023

CITY OF CARTERSVILLE, GEORGIA

[SEAL]

By: _____

Attest: _____

Title: _____

Title

SK BATTERY AMERICA, INC.

[SEAL]

By: Lee, Jaeduk

Attest: Lee, Hyeongju

Title: CAO

Title Sr. PM.





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment to 178 W. Main Street Property Sale & Concept Plan
DEPARTMENT SUMMARY RECOMMENDATION:	The current purchase agreement for 178 W. Main Street is between the city and JB Henderson Properties, Inc. Barry Henderson requests to amend the property purchase to list Womack Brothers, LLC as the buyer. Both parties stated they will continue with the development, titled City Overlook at Bartow and Main. Based on the current layout they can fit 15 townhomes on the site. The buyer is also seeking approval of conceptual plans for the proposed development.
LEGAL:	Reviewed by Archer & Lovell

JB Henderson Properties, Inc

**4 Howard Heights
Cartersville, GA 30120**


June 30, 2023

To Whom it May Concern,

This letter serves as an official request to modify the contract between JB Henderson Properties, Inc (buyer) and the City of Cartersville (seller) dated February 16, 2023, for the purchase/sale of 178 W Main St.

The buyer wishes to transfer their position as the buyer to Womack Brothers, LLC.

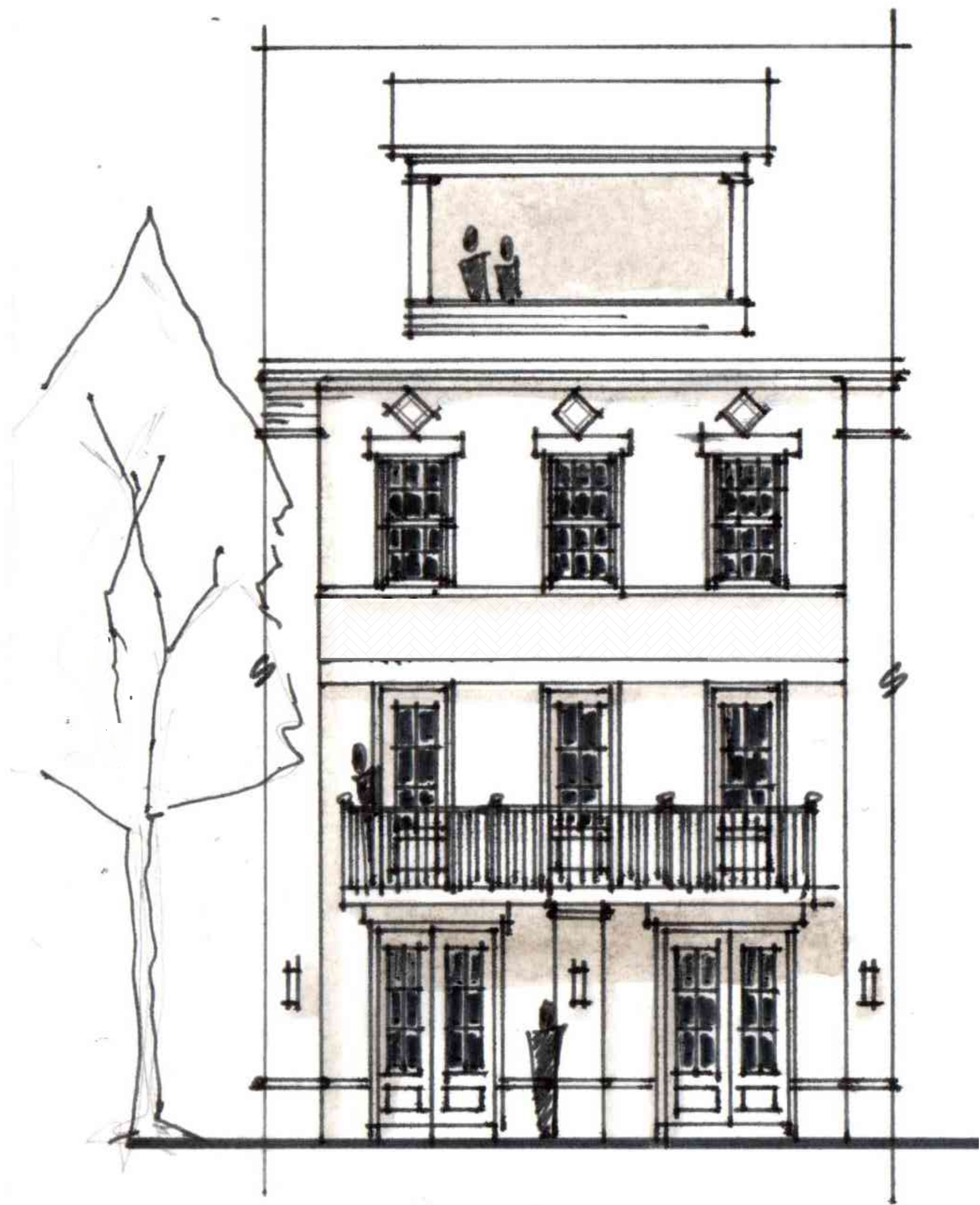
This letter is being signed by the transferer and the transferee to verify that both are in agreement on this matter.



Barry Henderson, President JB Henderson Properties, Inc.



Matthew R Womack, Partner Womack Brothers, LLC



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



BARTOW - MAIN
CONCEPTS 26X38 UNIT



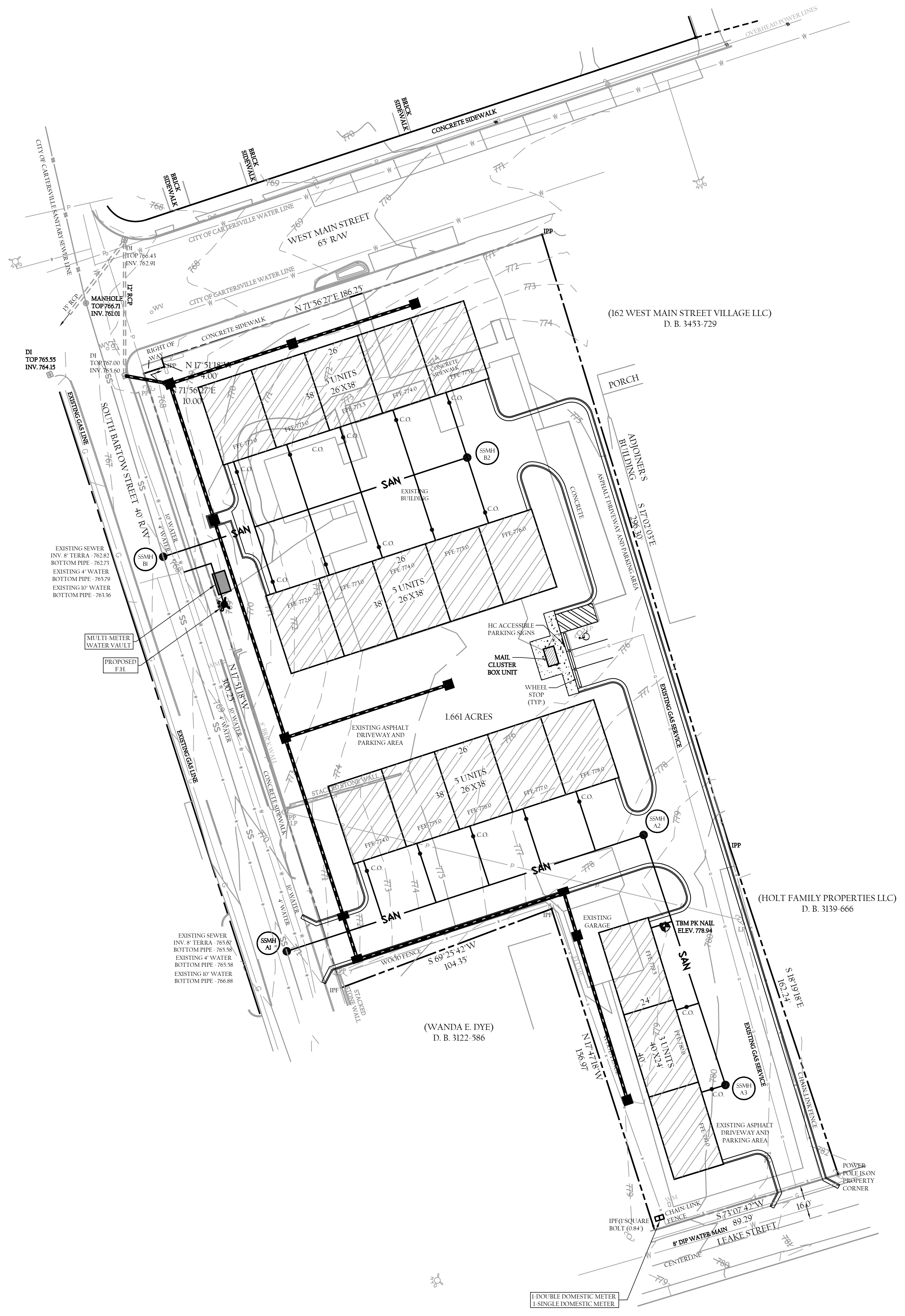


* ALL RENDERINGS, FLOOR PLANS, AND SITE PLAN CONCEPTS ARE SUBJECT TO CHANGE



BARTOW - MAIN
CONCEPTS 40X24 UNIT





□ DOUBLE DOMESTIC METER
 □ SINGLE DOMESTIC METER



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	SiteMed Annual Contract
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Fire Department respectfully requests approval of the annual contract with SiteMed, of Kennesaw, Georgia. SiteMed provides annual comprehensive physicals that cover strength, cardiac, respiratory, flexibility, and other required components required to meet NFPA 1582. In addition, they provide extra screening for the Hazardous Materials Team members, as required by O.S.H.A. 1910.</p> <p>The annual cost is \$28,670.00 and is a budgeted item. Invoices are to be expected in December 2023 and January 2024, after they perform services.</p>
LEGAL:	N/A



Services <small>Proposal Pricing is guaranteed for 120 days</small>	Quantity	Price	2023
Standard NFPA 1582 Physical With Fitness Component	Base Program Minimum (71)	\$355	25,205
Additional NFPA 1582 Physicals		\$355	
Additional Services			
Lab Corp Collection Fee		\$20	
Behavioral Health Assessment		\$55	
DOT Medical Cards		\$50	
Titmus Vision Screening		\$35	
Cardiopulmonary Exercise Testing <small>(Offered in Marietta office location only)</small>		\$300	
Imaging Services			
Chest -X-rays		\$110	
CT Coronary Calcium Scoring <small>*Not available at all locations * Pricing may vary</small>		\$160-and up	
Thyroid Ultrasound		\$95	
Abdominal Ultrasound		\$95	
Pelvic / Testicular Ultrasound		\$95	
Abdominal Aortic Aneurysm Ultrasound		\$95	
Carotid Ultrasound		\$95	
Echocardiogram		\$150	
Screening Services			
Tuberculosis Skin Test Read by FD Personnel		\$30	
Tuberculosis Skin Test Read by SiteMed Personnel		TBD	
QuantIFERON TB Gold Blood Test		\$95	
Hepatitis B Antibody Screening		\$32	
Hepatitis C Screening		\$32	
Varicella Antibody Screening		\$55	
Measles, Mumps, Rubella Antibody Screening		\$75	
Blood Testing Services			
Blood Typing (ABO Grouping & Rho)		\$22	
HIV Screening		\$32	
CRP (C-reactive Protein)		\$21	
Cholinesterase, RBC (For Hazmat)		\$42	
Heavy Metals Panel (For Hazmat)	15	\$150	2,250
NMR Particle Test for Cholesterol	27	\$45	1,215
Fecal Occult Blood Screening		\$25	
Vaccination Services <small>May require additional travel fees</small>			
Hepatitis A Vaccine (2-Dose Series)		\$95 Per Dose	
Hepatitis B Vaccine (3- Dose Series)		\$85 Per Dose	
Tetanus/ Diphtheria/Pertussis		\$65	
Measles, Mumps, Rubella Vaccine		\$110	
Varicella Vaccine		\$160	
Influenza Vaccine		\$40	
Totals			\$28,670

ONSITE FIREFIGHTER PHYSICALS

1634 White Circle – Suite 101
Marietta, GA 30066
SiteMedFire.com

112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-837-4819



Standard Labs and Screening included in physicals

Chemistry Screening

Screens for Liver Cancer, Biliary Cancer, Diabetes, Gout, Kidney function, Anemia and Liver Disorders

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

Lipids

Screening for Cardiovascular Risk

Triglycerides
Cholesterol, Total
HDL-High Density Lipoprotein Cholesterol
LDL-Low Density Lipoprotein Cholesterol
VLDL- Very Low-Density Lipoprotein Cholesterol
Cholesterol/ HDL-Cholesterol
Estimated Coronary Heart Disease Risk

Thyroid Stimulating Hormone

Screens for Thyroid Disease

Hemoglobin A1C

Screening for Diabetes

Prostate-Specific Antigen (PSA)

Screens for Prostate Cancer

Performed on males 40 years of age and older

Cancer Antigen 125 (CA-125)

Screens for Ovarian Cancer

Performed on all females

American Heart Association /American College of Cardiology Atherosclerotic Cardiovascular Disease Risk

Calculation of an individual's risk of developing a cardiovascular problem such as a heart attack or stroke within the next 10 years. Calculated for those individuals over the age of 40.

Complete Blood Count (CBC)

Screens for Lymphoma & Leukemia, Anemia and other Blood Disorders

White Blood Cell Count (WBC)
Red Blood Cell Count (RBC)
Hemoglobin
Hematocrit
Platelets
RDW
Mean Corpuscular Volume (MCV)
Mean Corpuscular Hemoglobin (MCH)
Mean Corpuscular Hemoglobin Concentration (MCHC)

Urinalysis

Screens for Bladder and Kidney Cancers

Color	Leukocyte esterase
Ketones	pH
Appearance	Nitrate
Occult Blood	Protein
Specific Gravity	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	



Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA1582

Included in our Standard Physical

Medical Component per NFPA 1582 Chapters 6 & 7

- **Comprehensive Medical History**
All necessary forms will be provided
- **Medical Examination - Comprehensive physical exam**
includes- Head, Eyes, Ears, Nose, Throat, Neck, Heart, Lungs, Gastrointestinal, Genitourinary, Lymph nodes, Musculoskeletal, skin, neurological and hernia check
Screening for Skin, Thyroid and Testicular Cancer
- **Vitals**
Height, Weight and Blood Pressure
- **Body Composition**
Bio Impedance Analysis (BIA)
- **Vision**
Snellen(distance) screening
- **Lab Analysis**
Chemistry Screen, CBC, Lipid panel, TSH, and Urinalysis, PSA (Males over 40), CA-125 on all Females, Hemoglobin A1C
 - Bloodwork will be drawn in the morning approximately 2-4 weeks prior to testing
- **Hearing Test**
Audiogram using our Benson audiometers or whisper test
- **Pulmonary Function Testing**
- **EKG - 12-lead resting electrocardiogram**

Fitness Component per NFPA 1582 Chapter 8

- **WFI Submaximal Graded Treadmill Evaluation**
To evaluate aerobic capacity (per NFPA 1582 C.2.1.3)
- **Hand grip strength evaluation (NFPA 1582C.2.1.5)**
- **Vertical Jump Assessment (NFPA 1582 C.2.1.8) or Leg Strength Evaluation (C.2.1.6)**
- **Arm Strength Evaluation (NFPA 1582 C.2.1.7)**
- **Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)**
- **Prone static plank core stabilization assessment (NFPA 1582 C.2.1.11)**
- **Sit and Reach Flexibility evaluation (NFPA 1582 C.2.1.12)**

SiteMed Value - Additional Standard Components

- **One-on-One consultation with a licensed medical provider**
- **Medical provider may be a Physician, Physician's Assistant or Nurse Practitioner**
- **Confidential copy of results and interpretations provided to each firefighter**
- **A Physician will evaluate all charts and issue clearance letters**
- **Clearance letters will be provided within 7 Business days of the physical examination if there are no medical issues requiring follow up**
- **Department Summary report including relevant averages, ranges, and annual comparison statistics.**

ONSITE FIREFIGHTER PHYSICALS

- Annual
Site Med Physicals
NFPA 1582 Physicals
Firefighter Clearance
Strength, Cardiac,
Respiratory, Body
Composition
Haz Mat Testing





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Vector Solutions Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Fire Department respectfully requests approval of the annual renewal with Vector Solutions. This is a cloud-based software that provides record management software for training, supplies, and equipment.</p> <p>The cost for renewal is \$11,006.00 and is a budgeted item.</p>
LEGAL:	N/A



TargetSolutions Learning LLC
4890 W. Kennedy Blvd.
Suite 300
Tampa, FL 33609
866-546-1212 x1084
invoicing@vectorsolutions.com

Invoice
#INV74460
Doc Date: 6/3/2023

Invoice Date: 7/3/2023

Due Date: 8/2/2023

Bill To
Cartersville Fire Department
PO Box 1390
Cartersville GA 30120
United States

Contract	Customer ID	Salesperson ID	Payment Terms
	0014100000i4BDQAA2	Jackelin Maguire	Net 30
Billing Frequency	Billing Start Date	Billing End Date	PO #
Annually	7/3/2023	7/2/2024	

Qty	Item	Rate	Amount
1	TSMINTFEES - Vector LMS, TargetSolutions Edition - Maintenance Fee Formerly Maintenance Fee Annual Maitinance Fee	395	\$395.00
75	TSPREMIER - Vector LMS, TargetSolutions Edition Premier Membership Formerly TargetSolutions Premier Membership Platform Fire, EMS, OSHA, Driver Training and HR Courses	105	\$7,875.00
4	TSCHECK-FIRESTATIONS - Vector Check It - Fire/EMS Stations Formerly TargetSolutions Check It - Fire/EMS Stations	274	\$1,096.00
10	TSCHECKIT-A - Vector Check It - Apparatus	164	\$1,640.00

Subtotal \$11,006.00

Tax (0%) \$0.00

Total \$11,006.00

Balance Due: \$11,006.00

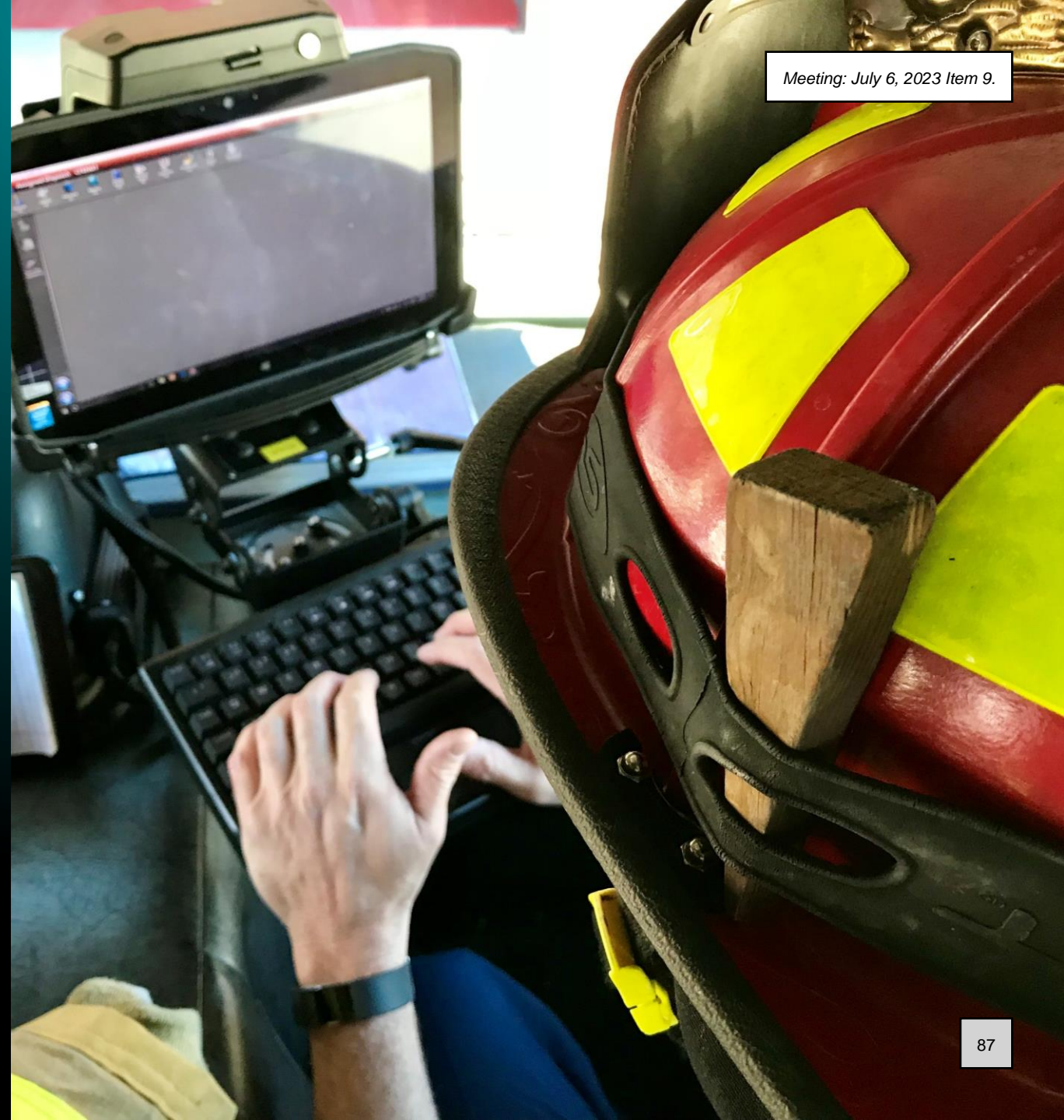
For U.S. customers, Vector is required to collect and remit sales tax in various jurisdictions. Exempt customers should send completed certificates to certs@vectorsolutions.com

For a Copy of our W-9: <http://www.vectorsolutions.com/w9/TSw9-19.pdf>

Upon expiration of the initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

- Vector Solutions
Record Management
Software
Training Records
Compliance Reporting
Equipment Records
Supply Records

All Cloud Base Solutions





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	MV90 Upgrade
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department is seeking approval to have Itron System Services remotely assist Fibercom with the upgrade of MV-90 software to the latest version (MV-90 xi v7.0). This software is currently operating with version 5.0, which will soon be unsupported by Itron. This is a sole-sourced, budgeted item, with a cost of \$8,062.00.
LEGAL:	N/A



Electric / Gas / Water

Information collection, analysis and application

2111 N Molter Road
Liberty Lake, WA, 99019-9469
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Cartersville
PO Box 1390
Cartersville, GA 30120-1390

For: City of Cartersville

Quote Number: Q-00001443
Presented on: 06/12/2023
Valid until: 08/11/2023

Contact:



Item Number	Description	Extended Price
2400-00050	ITRON CLASSIC IMP- TECHNICAL CONSULTANT- NAM Remote MV-90 xi Upgrade & Training Services (Fixed Fee)	\$8,602.00
Quote Total		\$8,602.00

Notes and Assumptions

1. Pricing is based on existing agreements or Itron's standard terms and conditions.
2. Taxes and freight are not included, unless otherwise specified.
3. Prices are in USD.
4. Professional services bids provided are estimates only and are based on assumptions that have not been confirmed. In order to create a formal Scope of Work and an accurate professional services bid, a more detailed discussion of actual project requirements will be necessary.
5. Travel and Expenses - if required, estimated travel and expenses will be billed back to the Utility at actual and will include a 15% administrative expense to all travel costs.
6. Technical Services provided by GCSS Technical Consultants.



Statement of Work

MV-90 XI STANDALONE UPGRADE FROM V5.0 TO V7.0

City of Cartersville, GA

Quote Number: Q-00001443

Oracle Account Identifier # 1522

Author: Tonya Repass

Date: February 16, 2023

Version: 1.1

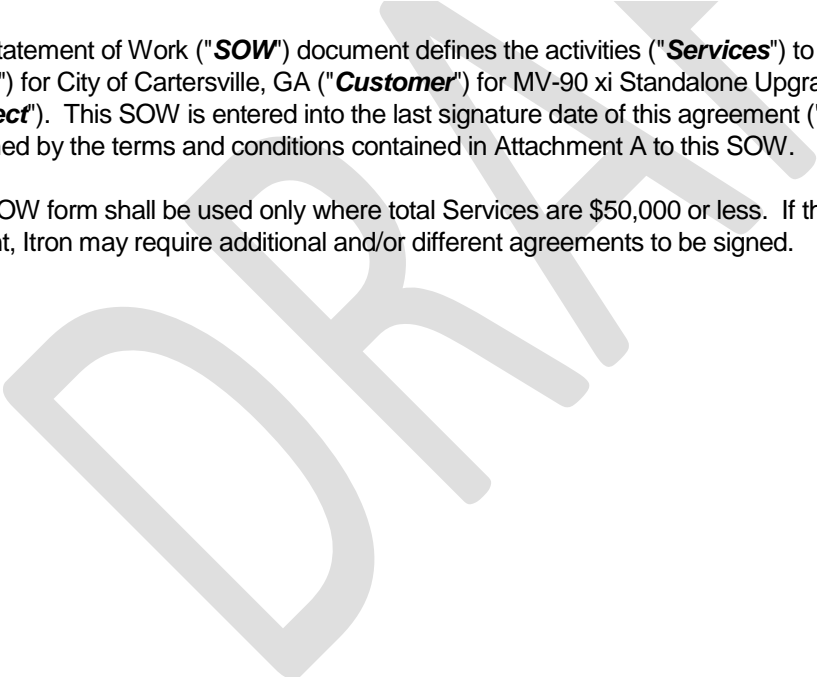
A. Change Record

Date	Author	Version	Change Reference
February 16, 2023	Tonya Repass	1.0	Date Created
June 13, 2023	Andrea Foord	1.1	Refresh pricing new Quote #

B. Introduction

This Statement of Work ("**SOW**") document defines the activities ("**Services**") to be performed by Itron, Inc. ("**Itron**") for City of Cartersville, GA ("**Customer**") for MV-90 xi Standalone Upgrade from v5.0 to v7.0 ("**Project**"). This SOW is entered into the last signature date of this agreement ("**Effective Date**") and is governed by the terms and conditions contained in Attachment A to this SOW.

This SOW form shall be used only where total Services are \$50,000 or less. If the Services exceed this amount, Itron may require additional and/or different agreements to be signed.



C. Project Scope

By signing this SOW, Customer engages Itron to provide the following Services and Deliverables related to the Project:

Services Provided	Description/Comments	Deliverables
Remote System Services	<ol style="list-style-type: none"> 1. Itron will conduct a Remote Kick-Off meeting and discussions of project definitions and documented in the Project Summary to include: <ul style="list-style-type: none"> • Roles & responsibilities • Risks and mitigation plans • Discuss high level schedule and timeline • Confirm system requirements • Confirm system architecture; hardware and software requirements including meter communication • Device migration requirements if any 	<ol style="list-style-type: none"> 1. Project schedule timeline 2. List of Preparation To Dos (action items) for both Customer and for Itron for project work to begin 3. Itron to provide login information to an FTP site where Customer can download files required for the upgrade including the installation guide 4. Customer responsible for downloading files from the FTP site and saving them in a location accessible by the Itron Technical Consultant
Remote Standalone MV-90 xi System Services to Upgrade Production System to v7.0-Existing Hardware	<ol style="list-style-type: none"> 1. Customer is responsible for providing a SQL Server with a database instance compatibly configured for MV-90 xi v7.0, including the creation of tables with Itron-provided scripts, and setting rights/permissions for each user or group of users for access from MV-90 xi workstation instance as per MV-90 xi system requirements. 2. Itron will upgrade the MV-90 xi v5.0 Standalone system. 3. Itron will assist Customer to the best of their ability with configuring upgraded system with any applicable modems or communication hardware to conduct meter communications, striving to ensure communications with each device that is currently being successfully interrogated in the existing MV-90 xi system. Any 	<p>Customer:</p> <ol style="list-style-type: none"> 1. Provide SQL Server software (SQL Server Express may be used and is free) 2. Set-up of SQL Server Database 3. Create SQL tables with scripts Itron will provide <p>Itron:</p> <ol style="list-style-type: none"> 1. Upgraded and fully functioning Standalone MV-90 xi v7.0 Production system

Services Provided	Description/Comments	Deliverables
	<p>telecommunication or meter issues will need to be addressed by Customer.</p> <p><i>NOTE: Itron consultants are not modem experts and most configuration and setup of complex modems and communication hardware will require the Customer to solicit assistance from the hardware manufacturer.</i></p> <p>4. Itron will perform system operational testing of the newly installed Standalone MV-90 xi v7.0 system to verify functionality and performance of the system following Itron standard test scripts and in accordance with the MV-90 xi Installation Checklist.</p> <p><i>NOTE: The MV-90 xi Installation checklist is used during the performance of the service and is an electronic document that the Itron Technical Consultant will update as applicable.</i></p> <p>5. Once all testing is completed and accepted by Customer, the new system will Go Live</p>	
MV-90 xi Training & Consulting Services	<p>1. Itron will perform informal training on new features and answer ad hoc questions.</p>	<p>1. MV-90 xi Release Notes in PDF Format for v6.0, 6.1, 6.2, and 7.0; or other documentation listing new features</p>
Project Administration	<p>1. Administer the project from the start date to include project setup documentation and admin tasks</p> <p>2. Upon completion of scope and deliverables, the Project Lead will formally transition the Project and Customer to Itron Support Services and the project will be closed.</p>	<p>1. Completed Project Summary Report at End of Project</p> <p>2. Completed MV-90 xi Checklist at End of Project</p> <p>3. Final invoice</p>

C.1. Project Schedule

A detailed Project schedule will be defined during the Project Kick-Off meeting as well as roles and responsibilities of the entire project team.

Work is anticipated during working hours Monday – Friday. No after hours, weekend, or holiday hours work is anticipated. Additional hours for this project (outside the planned hours of the project) may be available to Customer, to be determined based on the Project service work required and will require a Change Order and 60 days prior notice.

Item	System Services	Est Project Schedule
1	Remote hours for kickoff meeting, planning, and technical consulting.	1
2	Remote MV-90 xi system services for upgrade of the Production system, configuration, testing, go-live, transition to Support	16
3	Training on new features and ad hoc questions	3
4	Project management	2
Total Project Hours		22

C.2. Assumptions

1. Hardware/Software Requirements:

- a. Customer has in their possession the MV-90 xi software license file.
- b. Customer is responsible for providing a Microsoft SQL Server version that is compatible with MV-90 xi v7.0.
- c. Microsoft SQL Server is a third-party software and is not an Itron owned software. The customer is the owner and financially responsible for their Microsoft SQL Server and future upgrades. The Customer is responsible for maintaining, troubleshooting, and contacting Microsoft in the event of licensing or any other product issues.
- d. Customer is responsible for providing a separate SQL Server database instance that is required for the standalone MV-90 xi system with configurations compatible with MV-90 xi documented system requirements, even if it is designated as TEST, DEVELOPMENT or DISASTER RECOVERY backup system.
- e. Customer is responsible for creating Oracle, SQL or Actian tables when exporting for ODBC Exports or MV-Web, if applicable and verifying all necessary connectivity / access.
- f. Customer agrees to configure all computer hardware, network infrastructure, and communications according to the system requirements to be provided as a deliverable
- g. Customer is responsible for system requirements readiness. Details of required specifications will be confirmed during system requirements of Project Kickoff meeting.
- h. Customer agrees to configure all computer hardware, network infrastructure, SQL database, and communications according to the system requirements.

- i. Customer is responsible for printing all PDF hardware/software documents provided by Itron related to this service, if desired.
2. Network/Security:
 - a. Any remote services will be provided via remote/web sessions. Itron will use Microsoft Teams unless the Customer requests another web application.
 - b. Customer will not require the Itron Consultant to use a Customer supplied laptop.
 - c. Customer will notify Itron of any customer related software required for remote access.
 - d. Customer to provide ADMINISTRATOR access levels to computer and hardware required to carry out the tasks and deliverables defined in this SOW.
 - e. Customer is responsible for the required security level to carry out any testing, troubleshooting, or normal operation to run the solution successfully on the operating system.
 - f. Customer will make available to the Itron Consultant remote access to physical or virtual machine to access the required system and databases associated with the system to successfully install, configure, and test.
 - g. Customer acknowledges that the installation of this software may require machine restart and agrees to allow such restart as may be required.
 3. Remote Upgrade Services:
 - a. Customer will ensure that all needed personnel/groups are available for the remote upgrade services for ad-hoc requests during a mutually agreed-upon time frame (this time frame typically involves a dedicated week of services). This includes an SQL DBA, MV-90 xi administrator, IT, Network, Security, and other people who will have a critical impact on the upgrade process to keep it moving at a pace conducive to maintaining the upgrade schedule.
 - b. Customer will provide an IT resource to participate throughout the remote upgrade, ensuring all needed logins and passwords for Administrative rights are provided.
 - c. Customer will allow remote control access through a customer-approved remote connect tool (e.g. Teams, TeamViewer, Zoom, etc.).
 - d. If training services are to be provided remotely by the Itron technical consultant, the training sessions will last no more than 3-4 hours a day.
 4. Project Team and Scheduling:
 - a. The Project schedule is estimated and dependent on resource availability and any other readiness requirements set forth in this SOW after the signed SOW is received by Itron and fully executed.
 - b. The Project Schedule will be further defined for all tasks during the Project Kick-Off meeting based on every team member's availability. If weekend or holiday scheduling is determined and not previously specified in Section C.1 Project Schedule, cost is subject to change due to holiday or after-business hours rates and might require the Change Order process.

- c. The Project Team requires at least 3-week advanced notice of a schedule change.
 - d. Customer will be responsible for coordinating with IT, DBA, and communications staff to be part of the project.
 - e. Customer agrees to make available MV-90 xi operations and technical personnel as required to respond to inquiries from the Itron consultant/trainer concerning system settings, configuration, operation, and custom program specifications.
 - f. Customer will appoint a technically qualified Project Manager or Lead who will be the key point of contact for Itron related to the Services provided under this SOW.
 - g. Customer will identify all outside consultants and partners, who will participate in the Project along with their roles and contact information.
 - h. Customer will notify Itron in advance of any security requirements including background checks prior to the kick-off meeting.
5. System Testing and Issues:
- a. Customer agrees to make available to the Itron Technical Consultant remote or virtual machine access to the operating system if required to assist Customer with any testing or troubleshooting acceptance testing if applicable.
 - b. Customer to make available test or operational field meters for system interrogation and processing tests following the install process. Itron will attempt to verify data communications with each of the meter types in the field during this service visit
 - c. Customer can opt to provide additional test requirements as part of this SOW document (added as Attachment). Additional testing service hours will be estimated based on the extent of the additional testing required. If Customer did not provide additional testing requirements as part of this SOW Attachment and later requires additional billable testing hours, Itron will submit a Change Order Form to be approved by the Customer and Itron prior to any additional testing performed by Itron.
 - d. Itron and Customer are responsible for timely assessment of issues, i.e. configuration-related, product defect or product enhancement, with Severity Level. All Severity 1's must be addressed before acceptance of system readiness for Production.
 - e. Project Team will determine length of time to operate MV-90 xi in a test state, if applicable, and coordinate the project schedule with Itron Technical Consultant.
 - f. Customer will provide a Telephone Communications (TELCO) subject matter expert to troubleshoot communication issues that are determined specific to TELCO and not to MV-90 xi software.
6. Third-Party Software/Hardware:
- a. Customer is responsible to procure, install, and configure all third-party software and license required for the performance of this SOW unless otherwise noted within.

- b. Customer agrees to interrogate field devices with modems that have been tested and verified to work properly with the existing MV-90 xi system for data retrieval. New 3rd party virtual communication software and or modem types introduced as a part of this service MAY impact schedule and cost.
- c. Conditions not under the control (including phone line quality, phone system hardware, modem hardware, meter modem configuration, and cell signal quality) of Itron may interfere with or prevent the success of these attempts. Itron will advise the Customer on recommended settings based on test results and modify MV-90 xi configuration settings as necessary to attempt to work around any hardware issues encountered but the remote services do not guarantee that all communications with each meter type will be successful.

7. Training:

- a. All training consulting will use Customer data, if possible. However, if it is not possible, the training will be provided with Itron demo data.
- b. Itron will provide Training material applicable to defined scope in PDF format after the SOW is fully executed. The Customer is responsible for printing all documents provided prior to Training event, if desired.
- c. Informal training is considered group presentation style training where participants do not necessarily have hands-on training.

8. Transition:

- a. Itron Technical Consultant and Global Technical Support Services will assist the customer in the transition to Itron Support.
- b. Itron will prepare a Project Definition Report ("PDR") to track the project and finalize upon completion of services. A copy of the PSR will be provided to Customer as a deliverable and to Global Technical Support Services.
- c. Project completion is defined as completion of scoped services and Deliverables delivered, as defined in Section C. Project will be closed and invoiced upon Project Completion. Product issues not affecting defined Deliverables will be transitioned to Itron Support to manage and support and the Project will be closed two weeks from Project Transition to Support.
- d. Itron will provide a short survey to customer with the final invoice.

9. Custom Code:

- a. No customization of the Itron software is included in the scope of work. If a need for a product enhancement and customization is identified during the project, a new fully executed Statement of Work or Change Order will be required prior to any additional service(s) or deliverable(s).

D. Service Fees & Related Details

Total Service fees for the Project are **\$8,602.00** (USD) on a Fixed Fee basis and shall not exceed without Customer prior written approval. All services are to be done remotely, thus no travel expenses are associated with this SOW. Reference: Quote Number: Q-00001443.

These fees are based upon Itron's recommended engagement approach, staffing levels, scope of the Project and Project Schedules as outlined in this SOW. Modifications to any of these factors will result in changes to the current fees. Any changes that affect Itron's engagement approach, staffing levels, scope of the Project and Project Schedules will follow the Change Control Process described in this SOW.

Itron will invoice Customer at the **end of the Project** for Services performed and for costs incurred. If at any point, there is reason to believe that this amount will be exceeded; Itron will immediately notify Customer as to the changes in the estimate and issue a Change Order, which will be approved by Customer. Customer shall pay all taxes, if any, due for Services provided by Itron to Customer under this SOW.

E. Change Control Process

An Itron Change Order Form ("**Change Order**") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price and the effect the change will have on the overall Project. All Change Orders must be approved and signed by Customer and Itron.

F. Contact and Billing Information

Requested	Customer Data
Contact Name	
Contact Phone # (s)	
Contact Email Address	
Physical Location Address (if applicable)	
Billing Address (if different from above)	
Special Billing Requirements?	
Purchase Order #	

G. Statement of Work Agreement Approval

Customer and Itron agree to the terms of this SOW and by signing below, Customer authorizes Itron to perform the Services detailed herein.

Customer	Itron, Inc.
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

Statement of Work Identifier: MV-90 xi Standalone Upgrade from v5.0 to v7.0
Customer: City of Cartersville, GA
SOW Author: Tonya Repass
Date Created: February 16, 2023
Version: 1.1

Please e-mail the signed SOW to the contact below. A fully executed copy will be returned to you electronically in PDF format by e-mail.

If an original signed paper agreement is required, please mail the signed SOW to the address below. If mail is used, overnight service is recommended. Please provide a tracking number. A fully executed copy will be returned to you electronically in PDF format by e-mail and the original signed paper copy will be returned by mail.

Attn: Tonya Repass
Itron, Inc.
8529 Six Forks Road
Suite 100
Raleigh, NC 27615

Or e-mail the PDF attachment to mv.services@itron.com

ATTACHMENT A
Additional Terms

This section provides key terms governing the performance of the Services and the allocation of liability, without which the fees charged for the Services would be higher.

- Customer will furnish all facilities and assistance at Customer's site as requested by Itron personnel performing the Services.
- The parties acknowledge that each party may acquire non-public information and material that is confidential, proprietary or trade secret information ("Confidential Information") of the other party. Any such Confidential Information shall be (1) items conspicuously marked or otherwise identified as "confidential" or "proprietary" at the time of disclosure, or if not marked, information that should, by its nature, be considered confidential, and (2) items set forth in this SOW.
- Except for information that has been published or is otherwise available to the receiving party without breach of this SOW, each party agrees to take all steps reasonably necessary to hold in trust and confidence the other party's Confidential Information and not to disclose it to third parties or to use it in any way, commercially or otherwise, other than as permitted under this SOW. Each party will limit the disclosure of Confidential Information to employees or subcontractors with a need to know who: (i) have been advised of the confidential nature of the Confidential Information; and (ii) have acknowledged the express obligation to maintain such confidentiality.
- Fees for Services will be billed in U.S. Dollars on a fixed fee or time and material basis at the rates identified herein. Fees will be invoiced within thirty (30) days after the Services. Payment terms are net 30 from date of invoice. Customer will reimburse Itron for all reasonable and documented travel, lodging and related expenses incurred by Itron personnel in performing Services. The terms and conditions of this SOW shall supersede the terms of any purchase order issued by the Customer.
- Itron is a developer of computer software and as such, may use its proprietary software, documentation and other software licensed to Itron in the performance of the Services. All software, software enhancements, updates, bug fixes and other modifications to the software and documentation and other related work product resulting from this Agreement are and shall remain the property of Itron or its licensors. Customer may be entitled to use the software and documentation only in accordance with a separate software license agreement.
- Itron warrants that all Services provided under this SOW will be performed in a professional and workmanlike manner in accordance with industry standards. For Services that do not meet this warranty, Itron will re-perform the Services at its cost, provided that Customer notifies Itron in writing of such deficient Services within sixty (60) days of the date that the Services were initially performed. The foregoing states Customer's exclusive remedy and Itron's sole liability for breach of this Services warranty. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SERVICES AND DELIVERABLES.**
- **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS SOW, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL ITRON'S LIABILITY TO CUSTOMER EXCEED THE AMOUNTS PAID BY CUSTOMER TO ITRON UNDER THIS SOW.**
- Itron will not be responsible for any failure to perform the Services due to unforeseen circumstances beyond its reasonable control.
- This SOW, including any Attachments, sets out the entire agreement between the parties relative to its subject matter and supersedes all prior or contemporaneous agreements or representations, oral or written. Execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as execution of an original.
- This SOW, including any Attachments, and its performance hereunder shall be governed by and construed in accordance with the laws of State of Washington without reference to Washington conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods and any jurisdiction's implementation thereof shall not apply to this SOW.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric Department
AGENDA ITEM TITLE:	2S Meter Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Electric System requests authorization to purchase (224) Form 2S meters for stock from Equipment Controls Company Inc. These are standard Sensus meters selected in conjunction with the ongoing AMI project. The meters will be used at various new residential or small commercial developments.</p> <p>The total price is \$37,755.20. This is a budgeted expense recommended for approval.</p>
LEGAL:	N/A

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

Meeting: July 6, 2023 Item 11.

QUOTE DATE	QUOTE NUMBER
06/19/23	S2318976
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	06/19/23	No

ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price
224EA	38316	***** Shipping Instructions ***** * SHIP FREIGHT ALLOWED * ***** B02G1300000 STRATUS IQ 2S 200A 240V 60H RD INCLUDES: 5396383700107 TAXES NOT INCLUDED	168.550	37755.20
			Subtotal	37755.20
			S&H CHGS	0.00

This is a Quotation.

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

Amount Due	37755.20
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QUOTATION TERMS AND CONDITIONS

Meeting: July 6, 2023 Item 11.

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

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

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

Meeting: July 6, 2023 Item 11.

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Emergency Repair of Wheeled Excavator
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Public Works' wheeled excavator encountered issues that prevented movement of the swing arm. After inspection by Tractor and Equipment Company of Calhoun, GA, they determined that the swing transmission needed to be replaced. To utilize this piece of equipment on an active job, Tractor and Equipment Company completed the repair.</p> <p>The repair cost was \$20,356.46, which was less than the original proposal. This is a budgeted expense recommended for approval.</p>
LEGAL:	N/A



TRACTOR & EQUIPMENT COMPANY

5336 AIRPORT HIGHWAY • BIRMINGHAM, ALABAMA 35212

PLEASE RETURN TO: Meeting: July 6, 2023 Item 12.
P.O. BOX 12345
B'HAM, AL 35202-2326



STATEMENT/INVOICE QUESTIONS
TOLL FREE 866-591-2131

TRACTOR & EQUIPMENT COMPANY CALHOUN (205) 591-2131

Ship to: IN STORE PICKUP

Invoice: CITY OF CARTERSVILLE
500 SOUTH TENNESSEE ST
P.O. BOX 1390
CARTERSVILLE GA 30120-1390

Branch		
Calhoun		
Date	Time	Page
06/07/23	19:59:23 (B)	02
Account #	Phone #	Invoice #
CITY0003	7703875673	W13118
Ship Via	Purchase Order	
	6414	
Sales Tax License #	Federal Exemption #	
006057		
		Salesperson
		CC2

SERVICE INVOICE

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
T0043410	XL3100 EXCAVATORS	3348 140185	10/20/05	
	XL3100			

AH31537

***** WORK ORDER TOTALS *****

PARTS	14924.46
LABOR	4502.00
Environmental	80.00
Service Mileage	750.00
Shop Supplies	100.00
Total Invoice	20356.46

TERMS NET 10th

A SERVICE CHARGE OF 1 1/2 % PER MONTH WILL BE CHARGED ON ALL ACCOUNT BALANCES OUTSTANDING THIRTY (30) DAYS OR MORE. BUYER SHALL PAY ALL COLLECTION COSTS, INCLUDING A REASONABLE ATTORNEY'S FEE INCURRED BY SELLER IF BUYER FAILS TO PAY ALL AMOUNTS HEREUNDER WHEN DUE. NO CLAIMS ALLOWED UNLESS NOTICE IN WRITING IS MADE WITHIN 10 DAYS FROM RECEIPT OF GOODS. NO CREDIT CAN BE ALLOWED ON PARTS RETURNED AFTER 30 DAYS.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Purchase of Crosswalk Rectangular Rapid Flashing Beacon
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Georgia Department of Transportation notified Public Works that they have awarded us up to \$6,800, through the LMIG Safety Action Program grant. This grant supports the purchase of a crosswalk rectangular rapid flashing beacon (RRFB). Public Works would like to install an (RRFB) at Dellinger’s existing crosswalk on Pine Grove Road.</p> <p>The lowest and best quote received was from Southern Lighting and Traffic for \$9,050, with cost and miscellaneous materials not to exceed \$9,700. The GDOT LMIG Grant will reimburse seventy (70%) of this cost.</p> <p>This is not a budgeted item; however, 2020 SPLOST funds are available.</p>
LEGAL:	N/A



Southern Lighting & Traffic Systems
 113 Industrial Park Drive
 Cumming, GA 30040

Quote

Date	Quote #
5/23/2023	23052304

ALL BIDDERS

Project Details		Project Number
City Cartersville RRFB Crosswalk		
Qty	Item	Description
2	LL-RRFB-20202-MK-LI	RRFB RF ASSEMBLY DUAL FACING, TWO (2) LIGHTBARS, 20 WATT SOLAR, 20AH LITHIUM BATTERY, CABINET, CONTROLLER
2	PB-ST912B	COMPLETE PUSH BUTTON STATION BLACK W/ STATION FRAME, BULL DOG PUSH BUTTON, 9 x 12 PEDESTRIAN SIGN
4	SN-W1115-36-FYG	W11-15, PEDESTRIAN & BIKE CROSSING SIGN STATIC, 36", DG, FLUORESCENT YELLOW GREEN, ANTI GRAFFITI, W/PREMASK
2	SN-W16-7P-L-FY G	W16-7P-L STATIC HIP 24"x12" LEFT ARROW
2	SN-W16-7P-R-FY G	W16-7P-R STATIC HIP 24"x12"RIGHT ARROW
2	PedPole15-C	Ped Pole Assembly, 15 ft. w/ base, collar, anchor bolts, unpainted
		Sales Tax (0.0%) \$0.00
		Total \$ 108

UTILICOM SUPPLY ASSOCIATES

4400 Shackleford Road
Norcross GA 30093
P: 404-298-7700 F: 404-298-8810

Meeting: July 6, 2023 Item 13.

Sales Quote

COPY

Order	Date	Page
42301	05/18/23	Page 1 of 1
Valid Until		
06/18/23		

Bill To:

City of Cartersville
PO Box 1390
Cartersville GA 30120
USA

Ship To:

City of Cartersville- Big Materials
4 Cook St
Cartersville GA 30120

Customer ID	Purchase Order Number	Inside Sales	Salesperson		
C000830		Andy Nelson	Greg Duke		
Due Date	Ship Via	Terms	Currency		
06/18/23		Credit Card on File, run b4 del	US Dollars		
QUANTITY ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	U/M	AMOUNT
1	TAPCO-600147	RRFB Assembly, Solar 55/48, Radio, SOP, DS, Amber, PB,H Pole X2 2 Complete beacons, signs sold seperately **	7,425.2600	ea	7,425.26
4	TAPCO-373-05076	W11-2,36"x36"x.080 DG3 FYG,Pedestrian Crossing (Symbol) Fed Spec, Fluorescent Yellow-Green Sign	160.5800	ea	642.32
2	TAPCO-373-01759	W16-7PL,24"x12" DG3 FYG,Down Diagonal Left Arrow (Fed Spec) Sign	46.1600	ea	92.32
2	TAPCO-373-01757	W16-7PR,24"x12" DG3 FYG,Down Diagonal, Right Arrow (Fed Spec) Sign	46.1600	ea	92.32
4	TAPCO-112574	Sign Mounting Kit, Banded, Flared Leg, Anti-Vandal For Mounting B2B Static Signs to a Large Pole	76.9300	ea	307.72
2	TAPCO-373-15	Standard Aluminum Pole,15' Schedule 40	345.8400	ea	691.68
2	TAPCO203-00014	Base Aluminum Square Pedestal , No Paint Door SP-5444-PNC	322.1200	ea	644.24
8	TAPCO-111644	J-Bolt, 3/4" W X 17"L with 1 Nut and 1 Washer Four are needed for a set, Sold, Sold individually	13.4700	ea	107.76
8	TAPCO-030-00006	Washer Flat 1-1/16" ID x 2.5 OD" x125" Galvanized For 1" A/B for use w/item #111644 (not incl)	5.1300	ea	41.04

Unless otherwise specified, this quote is valid for a period of 30 days. This document contains privileged and confidential information and may not be disclosed to any third party without the express written consent of Utilicom Supply Associates, LLC.

Merchandise	Discount	Freight	Tax	Applied	Total Due
\$10,044.66	\$0.00	\$0.00	\$0.00	\$0.00	\$10,044.66



Providing Quality Products &
Excellent Customer Service since 1986

Date	Quote #
5/19/2023	26430

Name / Address
City Of Cartersville PO Box 1390 Cartersville, GA 30120-1390 USA ap@cityofcartersville.org

Ship To
City of Cartersville (PW) 330 South Erwin Street Cartersville, GA 30120

Customer Phone	Customer Fax	Customer Cell Phone	Customer E-mail
(770) 387-5602	(770) 387-5697		dspurgeon@cityofcartersville.org

Terms	Quoted To	Quote valid thru	Rep	FOB	Project/Job Reference
Net 30	Steve Foy	6/18/2023	KM	Origin	

Item	Description	Qty	U/M	Unit Price	Total
25-60NI*	ECO Rectangular Rapid Flashing Beacon. System includes 20W solar, 18A batteries, Crosstalk-CW-4, control cabinet, push button, and radio. Meets MUTCD specifications on flash pattern and SAE J595 LED array. When mounting to spun aluminum pole requires one (1) CTR-BCM per RRFB.	2	ea	2,541.63	5,083.26T
25-60NI*	Add an additional RRFB with Confirmation Lights	2	ea	469.14	938.28T
25-60NI*	Additional 20 watt solar panel	2	ea	189.81	379.62T
25-60NI*	Add battery pack - 18 amp, 12V, AGM battery, Dimensions:7.13"x2.99"x6.54"	2	ea	95.68	191.36T
25-60NI*	Sign Holder 2 to include R10-25 sign - Cast aluminum; 9x12 sign.Can be painted at additional cost.Included with PB1, PB2 or PB3	2	ea	172.25	344.50T
25-70-26P*	POLE KIT - Complete 15' Spun Pole Kit to include all mounting hardware, 15' crash tested, 4" round aluminum spun pole with pedestal base, top cap, anchor bolts, signal head mount arm and control box mount.	2	ea	870.15	1,740.30T
W11-2-TpXI-F...	W11-2 PEDESTRIAN ADVANCE (SYM) SIGN - FYG-DG(XI) 36"	2	ea	125.31	250.62T
W16-7pL-TpXI-...	W16-7pL - ARROW DIAGONAL LEFT SIGN PLAQUE - FYG-DG(XI) - 24"X12"	1	ea	29.91	29.91T
W16-7pR-TpXI-...	W16-7pR - ARROW DIAGONAL RIGHT SIGN PLAQUE - FYG-DG(XI) 24"X12"	1	ea	29.91	29.91T
Freight - DS	Freight - DS			350.00	350.00
	Total Sales Tax Calculated by Avatax			0.00%	0.00

Total	\$9,337.76
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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Surplus Donation
DEPARTMENT SUMMARY RECOMMENDATION:	This Resolution authorizes Public Works to donate an asphalt tar kettle trailer deemed as surplus to the City of Taylorsville.
LEGAL:	Prepared by Archer & Lovell

RESOLUTION _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE DONATING AN ASPHALT TAR KETTLE TRAILER TO THE CITY OF TAYLORSVILLE

WHEREAS, the City of Cartersville owns an asphalt tar kettle trailer; and

WHEREAS, the City of Cartersville Public Works Department requested said asphalt tar kettle trailer be deemed as surplus equipment due to its age and cost of repairs; and

WHEREAS, on June 15, 2023 said asphalt tar kettle was approved as surplus equipment by City Council and approved to be sold; and

WHEREAS, the City of Cartersville has become aware that the City of Taylorsville is in need of an asphalt tar kettle trailer; and

WHEREAS, the City of Cartersville desires to donate said asphalt tar kettle trailer to the City of Taylorsville; and

WHEREAS, said transfer is made for public purposes pursuant to O.C.G.A. § 36-37-6(e)(2)(d).

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 hereby approve the donation of the asphalt tar kettle trailer deemed as surplus equipment, to the City of Taylorsville.

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:	July 6, 2023
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Water & Sewer Bond Reimbursement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Wiedeman & Singleton Inc, Water and Sewer Consultant, is working on expansion plans for the City’s Water Treatment Facility. We are also looking at expanding the Wastewater Treatment Plant. These expansions will serve new residential, commercial, and industrial customers. Expansions are anticipated in 2024 and will be funded primarily through revenue bonds.</p> <p>Therefore, approval of this Reimbursement Resolution is recommended to allow the City to recoup the costs spent before the actual issuance of the revenue bonds.</p>
LEGAL:	Reviewed by Archer & Lovell

Resolution No. _____

OFFICIAL INTENT RESOLUTION

WHEREAS, the City of Cartersville, Georgia (the “City”) expects to issue tax-exempt obligations in one or more series (collectively the “Obligations”) in an aggregate principal amount not presently expected to exceed \$200,000,000 to finance the costs of acquiring, constructing, and installing various capital improvements to the City’s water and sewer system (the “Project”); and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys from any or all of its General Fund, and Water and Sewer System Fund (collectively the “Funds”) to pay expenditures related to the Project and reasonably expects that a portion of the proceeds of the Obligations will be used to reimburse each such fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to cause the proceeds of the Obligations to be used to reimburse the City for moneys from any or all of the Funds that were or will hereafter be used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cartersville, Georgia and it is hereby resolved by authority of the same, as follows:

1. The City declares its intent to cause the proceeds of the Obligations to be used to reimburse the City for moneys from any or all of the Funds that were or will hereafter be used to pay expenditures related to the Project.

2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this ____ day of _____ 2023.

**/s/ _____
Matthew J. Santini
Mayor**

Attest:

**/s/ _____
Julia Drake
City Clerk**

**STATE OF GEORGIA
BARTOW COUNTY**

CITY CLERK’S CERTIFICATE

I, JULIA DRAKE, the duly appointed, qualified, and acting City Clerk of the City of Cartersville, Georgia (the “City”), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on January 18th 2018, by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of ____ Yea and ____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

WITNESS my hand and the official seal of the City of Cartersville, Georgia, this the ____ day of _____ 2023.

(SEAL)

City Clerk, City of Cartersville, Georgia



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Renewal Program Provider Contracts
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This item includes the Renewal Contracts for Program Providers relating to current programs they are offering through the Parks and Recreation Department. Below are the Providers with their Program offerings:</p> <p>Cartersville Little League – Youth Baseball Southern Soccer Academy – Youth Soccer and Camps Top Shelf Concessions – Concessions Provider Wire2Wire – Running Clubs and Camps</p> <p>Top Shelf will give the city 15% of their monthly revenue.</p> <p>Wire2Wire will give the city 25% of their gross monthly revenue and the non- resident fee will be paid fully to the city.</p>
LEGAL:	Contracts reviewed by Archer & Lovell



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

THIS IS AN AGREEMENT, made this ____ day of _____, 2023, between:

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

and

CARTERSVILLE LITTLE LEAGUE hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

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

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

1.1 PROVIDER shall conduct services generally described as **YOUTH BASEBALL LEAGUES (AGES 7-14)** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

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

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

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

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

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

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

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

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

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

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

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

1.13 Although the CITY shall not control the PROVIDER'S techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY'S and DEPARTMENT'S policies, rules, regulations and procedures, as well as those of the CITY OF CARTERSVILLE BOARD OF EDUCATION, and shall not interfere with their operation, nor harm or damage the equipment or facility.

afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities.

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

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

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

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

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

ARTICLE 2.0
Equipment & Materials

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

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

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

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

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be canceled.

and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0
Program Size Minimums:

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

ARTICLE 4.0
Compensation and Method of Payment

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

4.2 See Exhibit A form for further information on PROVIDER and responsibilities.

ARTICLE 5.0
Independent PROVIDER

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

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

ARTICLE 6.0
Insurance

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

Parks and Recreation Agreement for Outside Providers

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7.0

Term and Termination

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

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2024**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

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

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

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

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

ARTICLE 8.0
Indemnification

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

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

ARTICLE 9.0
Americans with Disabilities Act

Parks and Recreation Agreement for Outside Providers

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

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

ARTICLE 10.0
Miscellaneous

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

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

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

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

10.5 Time is of the essence of this Agreement.

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

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

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

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

10.10 Exhibits A, B, and C shall be made a part of this agreement:
Exhibit "A" – Cartersville Parks and Recreation and Cartersville Little League Program History and Responsibilities
Exhibit "B" – Terms to Amend Agreement
Exhibit "C" – Cartersville Little League Boundary Map

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

CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: _____
NAME: Ty Mitcham
TITLE: President
COMPANY: Cartersville Little League

[AFFIX CORPORATE SEAL]

NOTARY:

Who is

____personally known

or

____proved to me based on satisfactory evidence to be the person

who appeared before me.

(Signature of Notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: _____

Exhibit "B"

Exhibit "B" to City of Cartersville Parks and Recreation Department Agreement for Outside Providers dated _____ day of _____, 2023 between the City of Cartersville referred to as "City" and Cartersville Little League referred to as "Provider".

The terms contained herein are hereby agreed to by both the City and the Provider to amend the Agreement.

1.1: Ages shall be (7-16)

1.2: Exhibit "A" Shall serve as a historical reference to the relationship between the City and Provider and commitments from City to Provider and Provider to the City.

1.3: CLL Operates a Spring League each year with Signups in January, evaluations in February, Opening Day in March. Seasons end in May when tournament teams commence (June 1) and can continue until August based on the team(s) success. Hosting of District, Sectional, State Tourneys vary year to year based on rotations within the State. Camps, Fall Activities, Canes School of Baseball continues during the year when opportunities exist. Provider will notify City of any special Little League International event or special event as soon as possible, sometimes these events change locations for various reasons within the 8 week time frame request. Daily admission is not allowed for Little League International events however, parking fees are allowed to help cover the cost of the tourney. Teams participating in these tournaments DO NOT pay a tournament fee to the host. Each year provider will host a tournament team (all-star) tournament for Little League International. Between parking fees and Concession sales provider normally recovers most cost for hosting the event.

1.4: Player Fee is built each year based on the current year's budget. CLL is a Registered 501(c) 3 with the IRS and a local Non-Profit. All monies Raised through 1. Player Fee 2. Concessions 3. Sponsorship / Fundraiser(s) 4. Field Rental are reinvested into the program with a volunteer staff.

1.8: Provider agrees that all promotional material, flyers, and banner advertising will promote the highest ideals of sportsmanship and uphold the core values of Little league International Character, Courage and Loyalty. Provider is also governed by a Charter granted by Little League International to operate in a manner that promotes a program with the highest ideals in mind.

Promotional items and material will not include sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, adult movies, adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.

Promotional material, flyers, and banners advertising the program shall not be subject to Department approval prior to it's release so long as it is in compliance with conformity of 1.8 of this agreement.

1.9: City and Provider accept and acknowledge that a large portion of CLL's budget is raised from local businesses that support the program. Sponsorship(s) / Fundraiser(s) including but not limited to sign banners in the park, business names on jerseys, and various fundraiser projects within the league are permissible. As noted before all dollars raised are reinvested back into the program.

1.16: All Volunteers are subjected to a background check via Little League International's provider www.JDP.com. Little League International has this built into our Charter and we are provided ~150 of these per year and pay for additional reports as needed based on quantity of volunteers.

1.18: Cartersville Little League, Provider, represents a boundary as defined by Little League International. This area is currently defined by Exhibit “C”, Little League International adjust amends this boundary from time to time. Cartersville Little League uses Cross Street baseball field and from time to time may need to use other facilities outside of city properties when field space is limited. All facilities are listed as locations on “Providers” insurance policy. Currently Cartersville Little League uses fields 1,2,3,4 at Hicks Park and Fields 1,2,3,4 at Cartersville Baseball Complex.

1.19: Cartersville Little League, Provider, sub-leases the fields at Hicks park during the year at times when it is not in conflict with City or Provider’s schedule. Once a vendor request field rental City and Provider need to approve the dates and the rental terms. The Vendor will need to fill out a reservation form with the City and provide proof of insurance as required by the city. Provider will work in cooperation with vendor to make sure the day of the park is ready for the vendor. For Example: Scoreboards, Concession, PA systems are ready for use. Provider provides support for systems that are not performing correctly. Vendor directly pays provider for the field rental which goes directly back into the program and park.

2.2: Provider shall be allowed to conduct fundraiser(s) as allowed by Little League International, Provider also sells branded Gear for the program.

2.3: Provider shall have the ability to use storage space in Hick’s park in cooperation with the City. Those areas are defined as 1. Storage Closets under RY and JFH Score boxes 2. Concession area and Upstairs of the Gooch Building 3. Equipment Closet beside electrical closet on split faced block building beside new restroom. 4. Caged Storage area behind split faced block building 5. Some storage space in Groomer closet in new restroom building.

Provider and City Further Agree to the Following:

1. Provider operates the concession operations at the building, Provider installed the commercial vent a hood and fire compression system per requirement by Cartersville Fire Department. Provider maintains the vent a hood and compression systems as required by Cartersville Fire Department. Provider owns the equipment in the concession stand and is responsible to maintain and replace as needed to operate the concession stand.
2. Provider has permission to begin a fundraising project to commence the building of a hitting facility located where the current batting cages are located. If this project is successful it will be located where the batting cages are currently located. This is believed to be a three-phase project with a total cost of close to \$200k. Sponsorship and fundraising will be used to help accomplish this potentially including but not limited to special events, naming rights of the facility, selling bricks as part of construction, and signage.



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

THIS IS AN AGREEMENT, made this ____ day of _____, 2023, between:

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

and

SOUTHERN SOCCER ACADEMY hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

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

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

1.1 PROVIDER shall conduct services generally described as **SOCCER LEAGUES (YOUTH and ADULT) and CAMPS/CLINICS** at the following locations: Cartersville Soccer Complex – 152 Milner Road, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2.0
Equipment & Materials

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

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

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

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

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

ARTICLE 3.0
Program Size Minimums:

3.1 ACTIVE: Program sizes shall meet the minimum requirement of participants for PROVIDER and DEPARTMEENT.

ARTICLE 4.0
Compensation and Method of Payment

4.1 See Exhibit A and B. The non-resident surcharge is fully payable to the CITY. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER.

4.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, in the format designated by the CITY, to the CITY within two weeks of the close of registration for each program. The CITY will check for residency verification & then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Each payment will include all non-resident surcharge fees. Payments will be made to the CITY within fourteen (14) business days of PROVIDER's receipt of each invoice.

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

ARTICLE 5.0
Independent PROVIDER

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

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

ARTICLE 6.0
Insurance

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

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

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

Parks and Recreation Agreement for Outside Providers

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

- \$1,000,000 Combined Single Limit – each occurrence
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- \$1,000,000 Personal Injury
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PROVIDER shall have its insurer name the CITY OF CARTERSVILLE as an additional insured on its General Liability policy.

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

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

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

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

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

ARTICLE 7.0
Term and Termination

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

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

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

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

ARTICLE 8.0
Indemnification

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

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

ARTICLE 9.0
Americans with Disabilities Act

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

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

ARTICLE 10.0
Miscellaneous

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

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

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

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

10.5 Time is of the essence of this Agreement.

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

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

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

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

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

CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: _____
NAME:
TITLE:
COMPANY: Southern Soccer Academy

[AFFIX CORPORATE SEAL]

NOTARY:

Who is

____personally known

or

____proved to me based on satisfactory evidence to be the person

who appeared before me.

(Signature of Notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: _____

EXHIBIT "A"
PROGRAM REQUEST FORM

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

Name of Program: _____

Participant Ages: _____

Day/s of the week program is offered: _____

Time of Program: _____ to _____

Program Dates: _____ to _____

Program Fee: _____

Program Enrollment: Minimum _____ Maximum _____

Materials to be supplied by participants: _____

Materials to be supplied by PROVIDER: _____

Materials to be supplied by CITY: _____

Additional Program Requirements: _____

PROVIDER ('s) Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: (Day) _____ (Evening) _____

(E-mail): _____ (Fax) _____

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

Office Use Only:
Program Rate: \$ _____
of programs in Session: _____

EXHIBIT B
FIELD USE AGREEMENT
BETWEEN CITY OF CARTERSVILLE, GEORGIA
AND SOUTHERN SOCCER ACADEMY

This Field Use Agreement (“Agreement”), is made this ____ day of _____, 2023, between the City of Cartersville, Georgia, a Municipal Corporation of the State of Georgia (“City”), by and through its Parks and Recreation Department (“CPRD”), and Southern Soccer Academy (“SSA”), collectively referred to as “the parties”.

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions upon which SSA may use the City’s multi-purpose fields at Sam Smith Park and the Cartersville Soccer Complex, located at 50 Milner Road, Cartersville GA, for SSA’s youth and adult soccer programs. In exchange for making the fields available at **no-charge**, in return SSA will provide recreational and competitive youth soccer program(s) and an adult soccer program to interested residents of Cartersville and surrounding community upon payment of SSA’s registration fees at SSA-Cartersville.
Note: At this time there is “no-charge” for field usage by SSA, this will be reviewed annually and field usage fees being charged (per CPRD fee schedule, Addendum “B”)
2. **Insurance.** SSA must provide an up-to-date “Certificate of Liability Insurance” with THE City of Cartersville listed as a “Certificate Holder.” Minimum \$1,000,000.00 per occurrence.
3. **Fields.** The fields that are the subject of this Agreement are located at Sam Smith Park, in the Cartersville Soccer Complex and consists of the 5-multi-purpose field(s), Field #1, Ric Mason Field, Field #3, Field #4 and Field #5 for youth soccer and 3 – multi-purpose fields, located on southern end of Sam Smith Park for adult soccer program.
4. **Priority Usage.** The Cartersville School System and the City have an agreement with field usage which allows Cartersville High/Middle School teams to use fields during High School soccer season (Normally January – May). School teams practice on most of the fields, Monday – Friday till no later than 6:00pm. Field #1 is over-seeded each year normally September/October, after field is over-seeded, only High School teams play on that field till High School is over. The CPRD has hosted 2-events at Soccer Complex and expects to continue these events and these events will not interfere with the spring or fall soccer season of SSA.
5. **Road Races –** Soccer Complex parking area/restrooms and adjoining Etowah River Walk is used as the start/end of a certified 5K cross-country race course. During spring/fall soccer season (March – May & September – October) on the 2nd and 4th Saturdays, CPRD allows this course to be used for events. SSA can schedule games beginning at 12:00 noon on these Saturdays and road-race and soccer should not interfere with each other. On the 3rd or 4th Saturday in September, the Atlanta Track Club hosts the Wingfoot XC Classic.

The event date will be assigned by the 1st of each year. On the 3rd or 4th Saturday in November, United Way of Bartow County hosts a Turkey Trot road race. SSA can schedule games beginning at 12:00 noon on this Saturday.

6. **Authorized Field Use.** SSA shall have exclusive use of the Fields for the purpose of conducting its soccer programs during the days and times listed on Addendum “A” attached hereto and incorporated herein. CPRD closes all fields from all usage between seasons, except CPRD event(s).
7. **Tournaments/Camps and Other Special Events.** During the spring/fall seasons SSA may host tournaments/camps and/or other special events upon receiving written approval from the Director of the Parks and Recreation Department for the purpose for tournaments/camps and other special events related to its soccer programs, other than during days and times other than those set forth in Section 4/5/6. The Director may condition an appropriate fee (per CPRD fee schedule, Addendum B) for event(s) upon such terms that are deemed appropriate under the circumstances.
8. **Private Lessons.** During SSA exclusive time, Private/Semi-Private instruction/lessons provided for participants of SSA and conducted by coaches/agents of SSA are allowed with the knowledge of CPRD. If additional fees are paid above regular registration fees for these lessons/instruction, CPRD will be paid 20% of the fees, by SSA. No private lessons while fields are closed.
9. **Non-Residence Fee.** SSA will pay CPRD \$20 per player, per season for each player that is a non-resident of the City of Cartersville per City Code of Ordinances, Section 15.13
10. **Security.** Soccer Complex and fields are regularly patrolled by CPRD Park Attendant(s) and by Cartersville Police Officers, but there is not regular security for Soccer Complex or SSA. If there are persistent problems from SSA programs/events, CPRD will require SSA to provide an off-duty Cartersville police officer during games/tournaments/events at the expense of SSA.
11. **Field Painting.** SSA will be responsible for supplying its own paint and equipment, as well as for marking the field for youth soccer program.
12. **Field/Facility Maintenance.** SSA shall be responsible for the cost and performance of any desired over-seeding or partial sod replacement at the fields. CPRD shall be responsible for mowing/aeration/irrigation/turf management and any other maintenance items at the fields/facility. CPRD will clean/stock restrooms each morning. If additional cleaning/stocking is necessary that will be responsibility of SSA (CPRD will provide/stock extra janitorial supplies on-site). If SSA sees a maintenance issue, it must be reported to CPRD Director.

13. **Field Closure/Suspension of Play.** CPRD may close the fields at any time it deems necessary, including for weather or other unfavorable conditions, and except as otherwise set forth herein, will communicate with SSA when the field is closed.
 - A. **Lightning.** All play will be suspended following the first sighting of lightning and may only be resumed upon the passage of 30 minutes without a new sighting of lightning.
 - B. **Thunderstorm Warning/Tornado Warning.** The Field is automatically closed for purposes of this Agreement upon the issuance of a severe weather warning. All persons must leave the fields in an orderly manner. The fields will remain closed until termination of the severe weather warning.
14. **Accident/Incident Report.** SSA shall immediately notify the Parks and Recreation Department in the event of serious injury, death, property damage or vandalism, and in addition a written report documenting the same shall be submitted to the Department the next working day. The written report shall provide details of the incident as well as the names and contact numbers of persons who have witnessed the incident.
15. **Reporting.** SSA will provide the following reports to CPRD main office. Participant #'s, # of participants that reside inside/outside the City of Cartersville, # of participants registered each month, # of participant hours each month, # of volunteer hours each month, participant injuries and a current league schedule of each team(s) playing under SSA-Cartersville
16. **Signs.** SSA may place signage advertising its soccer programs at the Cartersville Soccer Complex upon approval by the Parks and Recreation Department. SSA may place soccer program sponsorship signage at the field and other CPRD locations upon approval by the Parks and Recreation Department. All signs must be removed in a timely manner.
17. **No Vehicle Access.** At no time shall any motor vehicles be operated or parked by any person, including any coaches, upon the fields or any of the service entrances leading to the fields. Motor vehicles may only be operated or parked upon the paved roads and in designated parking areas which are open for such use to the public.
18. **Litter.** SSA is responsible for picking up all litter from the fields and areas immediately surrounding the field, to include without limitation the field's observation areas and will empty trash receptacles in dumpster (provided by CPRD). CPRD will pick-up and empty trash receptacles in parking area.
19. **Alcoholic Beverages.** No alcoholic beverages shall be possessed or consumed upon the premises of any City of Cartersville park facility.
20. **Dogs.** Dogs/pets must always be restrained with leash and are not allowed on the playing fields. Pet owners are required too pick-up and dispose of pet waste.

21. **Immigration Reform Compliance Requirement.** During the entire duration of this Agreement, SSA and all its agents, employees, and contractors, if any, must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Official Code of Georgia Annotated Sections 13-10-91 and 50-36-1.
22. **Hold Harmless.** SSA agrees to hold harmless the City of Cartersville against any and all claims, actions, or suits against it or the City of Cartersville, relating to this Agreement, as a result of the activities allowed hereunder by its employees, invitees, participants, and spectators and agrees to defend the City of Cartersville in the event such claims are made against the City of Cartersville. In addition, SSA will reimburse the City of Cartersville for any and all costs incurred by the City of Cartersville in defending any claims against the City of Cartersville arising out of this Agreement for the performance of this Agreement.
23. **Conduct of Coaches, Parents and Spectators.** SSA is responsible for addressing behavior by its coaches, parents, spectators and participants that is considered harmful to the soccer program and impairs the peaceable use of the Field by the general public. As a condition of using the Field, profanity is not to be tolerated, and in particular, profanity in the presence of children regardless of whether the children are spectators or participants. CPRD has a “Zero-Tolerance Policy” related to behavior of spectators and participants. Both spectators/players will be asked to leave facility.
24. **Americans with Disabilities Act.** The parties agree that this Agreement is subject to the Americans with Disabilities Act of 1990, as amended, and which prohibits discrimination and ensures equal opportunity for persons with disabilities in regard to use of the fields.
25. **Initial Term of Agreement.** This Agreement shall commence on July 1, 2023, and run through June 30, 2024.
26. **Renewal.** This Agreement shall automatically renew annually, unless positive action is taken by CPRD or SSA to terminate Agreement as set out in the Termination section of this Agreement, as required by O.C.G.A. 36-60-13.
27. **Termination.** In the event that SSA fails to abide by any term of this Agreement, and is not able to remedy the failure within a period of 14 days from notification by the CPRD of the failure, or in the event either party shall deem this Agreement to no longer be in its best interests, either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other.
28. **Notice.** Any notice required by this Agreement shall be in writing and served upon the parties at the following addresses:

Southern Soccer Academy
40 Whitlock Place SW, Suite 200
Marietta, GA 30064

City of Cartersville
c/o Parks and Recreation
Attn: Steve Roberts

PO Box 1390
Cartersville, GA 30120

29. **Assignment.** This Agreement may not be assigned.
30. **Governing Law.** The Agreement shall be controlled and governed by the ordinances of City of Cartersville, Bartow County and the laws of the State of Georgia. In addition to the terms of this Agreement, SSA shall conduct itself in accordance with the policies of the CPRD, the ordinances of City of Cartersville, and the laws of the State of Georgia when exercising the privileges conferred by this Agreement.
31. **Entire Agreement.** This Agreement embodies the entire Agreement and understanding between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment, or change to this Agreement will be valid unless the same shall be approved in writing by the parties.



**CITY OF CARTERSVILLE
PARKS & RECREATION DEPARTMENT
AGREEMENT FOR CONCESSION STAND OPERATOR**

THIS IS AN AGREEMENT, made this _____ day of _____, 2023, between:

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

and

TOP SHELF FOOD AND BEVERAGE MANAGEMENT LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

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

WITNESSTH:

THAT WHEREAS, the City of Cartersville is the owner of the Parks & Recreation Department’s facilities, upon which are located concession stands used for the sale of concessions to the users of the park; and **WHEREAS**, the City of Cartersville has determined that the most feasible method of providing concessions for these facilities is by contracting the same to one operator under the terms and conditions hereinafter defined; and

WHEREAS, the CITY has made due and proper advertisement of the nature and terms of this Contract and has accepted the proposal of PROVIDER.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations hereinafter set forth, the CITY and PROVIDER hereby agree to the terms and conditions hereinafter set forth:

1. Description: Concession rights at all of the City of Cartersville Parks & Recreation Department facilities.

2. Terms of Contract: Agreement will begin as of the _____ day of July, 2022 and will exist and continue through 30th day of June, 2024.

3. Contract Amount: 15% per month of the gross revenue of all concession stand operations will be paid upon execution and a same amount on or before the fifth (5th) day of each month thereafter that the concessions stand will be in operation including the supporting documentation on the total sales for each location to the CITY to the attention of the Parks & Recreation Director, 100 Pine Grove Road, P.O. Box 1390, Cartersville GA 30120.

4. General Terms and Conditions:

(a) PROVIDER will provide concessions (or shall make arrangements for doing so) during all practices, games and tournaments played at any of the Parks & Recreation Department's facilities and exceptions will require prior approval of the City of Cartersville Parks & Recreation Director.

(b) Prices of concessions, or updates to pricing, must be submitted to the Parks & Recreation Director for approval.

(c) PROVIDER will maintain the areas around the concession site within ten (10) feet thereof in a clean and orderly manner, picking up all trash, litter or debris and depositing the same in receptacles provided by Owner for that purpose.

(d) PROVIDER shall be responsible for the entire operation of concessions at each Parks & Recreation facility and in connection therewith shall (1) provide all equipment required; (2) keep concession area and equipment in a safe and sanitary condition and meet all health standards of the City/County Health Department and/or State of Georgia; (3) maintain the facility in as good condition as the same area in the beginning of this Agreement, fair wear and tear excepted.

(e) All service performed by the PROVIDER shall be prompt and courteous.

(f) CITY shall provide all utilities required to operate the premises, PROVIDER's contribution thereto being included in the rental hereinabove established.

(g) No alterations, additions or improvements to the concession facility shall be made without written permission and authority of the CITY.

(h) This agreement may not be assigned or sublet by the PROVIDER without the prior written consent of the CITY.

(i) Should PROVIDER violate any term or provision of this Contract, and fail to remedy the same within thirty (30) days' notice after default, CITY may immediately terminate the contract.

(j) Contract can be terminated by either party with a thirty (30) day written notice to the other party.

(k) CITY will maintain property and liability insurance on all facilities. PROVIDER shall obtain and show evidence of the Certificate of Liability Insurance by the delivery of the applicable insurance policy to the Parks & Recreation Director, listing the City of Cartersville as additional insured.

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

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

(n) INSURANCE - PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

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

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

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

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

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

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

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

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

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

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

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

CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: _____
NAME:
TITLE:
COMPANY:

[AFFIX CORPORATE SEAL

NOTARY:

Who is

____personally known

or

____proved to me based on satisfactory evidence to be the person

who appeared before me.

(Signature of Notary Public)
Notary Public, State of Georgia Stamp/Seal

My commission expires: _____



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

THIS IS AN AGREEMENT, made this ____ day of _____, 2023, between:

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

and

WIRE2WIRE RUNNING, LLC hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

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

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

1.1 PROVIDER shall conduct services generally described as **RUNNING AND RUNNING RELATED PROGRAM SERVICES** at the following locations: Aubrey Street Recreation Gym – 25 Aubrey Street, Cartersville, Cartersville Sports Complex – 11 Sugar Valley Road, Cartersville, Cartersville Civic Center – 435 W Main Street, Cartersville, Deerfield Park – 10 Pine Grove Road, Cartersville, Dellinger Park – 100 Pine Grove Road, Cartersville, John H Morgan Gym – 133 Aubrey Street, Cartersville, Sam Smith Park – 1155 Douthit Ferry Road, Cartersville.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2.0
Equipment & Materials

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

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

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

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

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

ARTICLE 3.0
Program Size Minimums:

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

ARTICLE 4.0
Compensation and Method of Payment

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

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

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

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

ARTICLE 5.0 **Independent PROVIDER**

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

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

ARTICLE 6.0 **Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7.0
Term and Termination

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

7.2 The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until **June 30, 2024**, unless terminated sooner as provided in this Article. Renewal of this Agreement beyond said term shall require the mutual written agreement of the CITY and PROVIDER.

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

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

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

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

ARTICLE 8.0
Indemnification

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

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

ARTICLE 9.0
Americans with Disabilities Act

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

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

ARTICLE 10.0
Miscellaneous

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

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

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

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

10.5 Time is of the essence of this Agreement.

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

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

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

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

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

CITY:

ATTEST:

JULIA DRAKE, CITY CLERK

BY: _____
MATT SANTINI, MAYOR

PROVIDER:

BY: _____
NAME:
TITLE:
COMPANY: WIRE2WIRE RUNNING, LLC

[AFFIX CORPORATE SEAL]

NOTARY:

Who is

____personally known

or

____proved to me based on satisfactory evidence to be the person

who appeared before me.

(Signature of Notary Public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: _____

EXHIBIT "A"
PROGRAM REQUEST FORM

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

Name of Program: _____

Participant Ages: _____

Day/s of the week program is offered: _____

Time of Program: _____ to _____

Program Dates: _____ to _____

Program Fee: _____

Program Enrollment: Minimum _____ Maximum _____

Materials to be supplied by participants: _____

Materials to be supplied by PROVIDER: _____

Materials to be supplied by CITY: _____

Additional Program Requirements: _____

PROVIDER ('s) Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: (Day) _____ (Evening) _____

(E-mail): _____ (Fax) _____

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

Office Use Only:
Program Rate: \$ _____
of programs in Session: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Parks and Recreation
AGENDA ITEM TITLE:	Senior Aquatic Center Repairs
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Parks and Recreation is seeking approval for repairs to the Senior Aquatic Center. The heat exchange, which is the primary component for regulating the temperature of the pool, needs to be replaced. There is also a pump that needs to be rebuilt.</p> <p>Arrow Mechanical Inc. quoted the cost for the parts and service at \$18,850.00 for the heat exchange and \$4,765 to rebuild the pump totaling \$23,615.00. This is not a budgeted item; however, funds are available in the maintenance account 100-5100-52-2340, and it is recommended for approval.</p>
LEGAL:	N/A



ARROW MECHANICAL INC.
2770 Thompson Mill Rd.

Buford, GA 30519

Cell: 404 569-9367

Date: 6/21/2023

PROPOSAL

PROPOSAL SUBMITTED TO: David Welden
JOB LOCATION: City of Cartersville- Aquatic Center
1155 Douthit Ferry Rd.

We hereby submitted our proposal on the above referenced project as follow:

Provide and replace plate heat exchanger SS for pool water heating.
1 Week lead time to build and expediate the heat exchanger.
Total price \$ 18,850.00

We propose hereby to furnish materials and labor complete in accordance with these specifications, for the sum of: Eighteen thousand eight hundred fifty Dollars .

Please note: Credit card fees of 4% will be added to the invoice if a credit card is used for payment.

Method of payment: in full 30 days from completion

If you have any questions or require further information, please do not hesitate to call.

All materials are guaranteed to be as specifies. All work to be completed in a work man like manner per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders & will became an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance.

Note: The prices in this Proposal are good for 30 days,

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Best regards,
George Rosu
Arrow Mechanical Inc.

CUSTOMER ACCEPTANCE

Name (print): _____

Signature: _____

Company: _____

Date: _____



ARROW MECHANICAL INC.
2770 Thompson Mill Rd.

Buford, GA 30519

Cell: 404 569-9367

Date: 6/28/2023

PROPOSAL

PROPOSAL SUBMITTED TO: David Welden
JOB LOCATION: City of Cartersville- Aquatic Center
1155 Douthit Ferry Rd.

We hereby submitted our proposal on the above referenced project as follow:
Provide labor and material to rebuild pool water pump sed kit and gasket. Expedite next day air, Armstrong berry assembly for a pump.
Total price \$4,765.00

We propose hereby to furnish materials and labor complete in accordance with these specifications, for the sum of: Four thousand seven hundred sixty five dollars.

Please note: Credit card fees of 4% will be added to the invoice if a credit card is used for payment.

Method of payment: in full 30 days from completion

If you have any questions or require further information, please do not hesitate to call.

All materials are guaranteed to be as specifies. All work to be completed in a work man like manner per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders & will became an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance.

Note: The prices in this Proposal are good for 30 days,

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Best regards,
George Rosu
Arrow Mechanical Inc.

CUSTOMER ACCEPTANCE

Name (print):

Signature: _____

Company: _____

Date: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	High Service Pump Motor Repair
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The 1,000 HP motor for #3 high service pump at the Water Treatment Plant is giving high temperature alarms. We suspect faulty temperature sensors are the cause, but we must take the pump to the shop for disassembly and inspection.</p> <p>As this pump is vital for operation during warmer months, we requested quotes from Cole Technology for turnkey motor repair. We received quotes for reconditioning, rewind, and a new motor. We expect that only a recondition is necessary. However, we recommend approval of a not-to-exceed cost of \$65,000.00 in case motor rewind becomes necessary. This is a budgeted maintenance expense to be paid from account #505.3310.52.2361.</p>
LEGAL:	N/A



www.coletechnologyinc.com
 Phone: 404 - 691 - 9119
 Fax: 404 - 472 - 1205



3980 Martin Luther King Jr. Drive
 Atlanta, GA 30336

Meeting: July 6, 2023 Item 18.

Attn: DANIEL DUKE cc: []

Phone: (770) 387-5656 x Fax: []

Estimate Number

1FRQ11366

Customer Information

CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120

Ship To Information

CLARENCE B. WALKER WATER
 TREATMENT PLANT
 237 ALLATOONA DAM ROAD SE
 CARTERSVILLE, GA 30120

Est. Date: 6/6/2023

Customer ID: 100534
 Estimated By: Randy Hutcheson
 RFQ #: []
 Salesperson: Randy Hutcheson
 Terms: Net 30

Nameplate Information

Ship Via: FIELD SERVICE

ID	1FM13394
Motor-Make	General Electric
Motor-Model	8335768102
Rating	1000 HP
RPM	1180

Full Load	231
Frame	8338P30
Rated V.	2300
# of Phases	3
Frequency (Hz)	60

Required Work: Complete Turnkey Recondition of GE 1000 HP Vertical Pump Motor at Clarence B. Walker WTP

FIELD SERVICE REMOVAL: \$4,800.00

- Traveled to jobsite
- Provide Crane for Motor Removal
- Locked out and tagged out motor from service
- Removed adjusting nut from pump shaft
- Disconnected motor leads
- Unbolted and removed motor & load onto Cole's truck
- Delivered motor and pump to Cole's repair shop

MOTOR RECONDITION: \$16,927.28

- Dismantle Motor
- Electrically Check Windings – PASS
- Perform Mechanical Inspection
- Steam Clean Parts
- Check Housing and Journal Fits
- Dynamically Balance Rotor
- Clean All Mechanical Fits
- Replace Bad RTD's
- Prep & Prime All Parts with Spray Insulation
- Furnish & Install (2) New SKF Thrust Bearings
- Furnish & Install Hardware, Gaskets, Lip Seals Ect.
- Reassemble Motor
- Perform Final Electrical Tests
- Paint Motor
- Deliver Motor to Jobsite

FIELD SERVICE REINSTALLATION \$4,800.00

- Provided crane for reinstallation of motor

CONTINUED ON NEXT PAGE...

SIGNATURE: _____

DATE: _____

QF20.0-1 Rev. 2

PRINT NAME: _____

PO# (If not yet issued) _____



www.coletechnologyinc.com
 Phone: 404 - 691 - 9119
 Fax: 404 - 472 - 1205



3980 Martin Luther King Jr. Drive
 Atlanta, GA 30336

Meeting: July 6, 2023 Item 18.
Estimate Number
1FRQ11366

Attn	cc
DANIEL DUKE	
Phone:	Fax:
(770) 387-5656 x	

Customer Information

CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120

Ship To Information

CLARENCE B. WALKER WATER
 TREATMENT PLANT
 237 ALLATOONA DAM ROAD SE
 CARTERSVILLE, GA 30120

Est. Date:	6/6/2023
Customer ID:	100534
Estimated By:	Randy Hutcheson
RFQ #:	
Salesperson:	Randy Hutcheson
Terms:	Net 30

Comments: * Pricing listed is for BUDGETARY purpose only and is subject to change upon inspection/findings of work scope that was not included in above quote.
 *The following is not included in the Estimate above:
 -Rewind Work
 -Machine Work
 -Major Replacement Parts (other than Bearings)

	Pick Up On	Lead Time	Total Price
Work Based on Straight Time:		TBD by Shop Load ARO	\$26,527.28

Quote is valid for 15 days
 Repairs not approved 45 days from this date are subject to inspection & storage fees. After 90 days repairs not approved are considered abandoned & will be scrapped without notice.
 Tax & freight added when applicable

SIGNATURE: _____ **DATE:** _____ QF20.0-1 Rev. 2
PRINT NAME: _____ **PO# (If not yet issued)** _____



www.coletechnologyinc.com
 Phone: 404 - 691 - 9119
 Fax: 404 - 472 - 1205



3980 Martin Luther King Jr. Drive
 Atlanta, GA 30336

Meeting: July 6, 2023 Item 18.

Attn	cc
DANIEL DUKE	
Phone:	Fax:
(770) 387-5656 x	

Estimate Number
1RQ19437

Customer Information

CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120

Ship To Information

CLARENCE B. WALKER WATER
 TREATMENT PLANT
 237 ALLATOONA DAM ROAD SE
 CARTERSVILLE, GA 30120

Est. Date:	6/19/2023
Customer ID:	100534
Estimated By:	Randy Hutcheson
RFQ #:	
Salesperson:	Randy Hutcheson
Terms:	Net 30

Nameplate Information

Ship Via: FIELD SERVICE

ID	1FM13394
Motor-Make	General Electric
Motor-Model	8335768102
Rating	1000 HP
RPM	1180

Full Load	231
Frame	8338P30
Rated V.	2300
# of Phases	3
Frequency (Hz)	60

Required Work: Complete Turnkey Rewind of GE 1000 HP Vertical Pump Motor at Clarence B. Walker WTP

FIELD SERVICE REMOVAL: \$4,800.00

- Traveled to jobsite
- Provide Crane for Motor Removal
- Locked out and tagged out motor from service
- Removed adjusting nut from pump shaft
- Disconnected motor leads
- Unbolted and removed motor & load onto Cole's truck
- Delivered motor and pump to Cole's repair shop

MOTOR REWIND: \$54,912.28

- Dismantle Motor
- Electrically Check Windings – REWIND
- Perform Mechanical Inspection
- Steam Clean Parts
- Check Housing and Journal Fits
- Strip and Take Winding Data
- Perform Core Loss Test on Stator Iron*
- Rewind Stator
- VPI Stator Windings
- Dynamically Balance Rotor
- Clean All Mechanical Fits
- Install New RTDs
- Prep & Prime All Parts with Spray Insulation
- Furnish & Install (2) New SKF Thrust Bearings
- Furnish & Install Hardware, Gaskets, Lip Seals Ect.
- Reassemble Motor
- Perform Final Electrical Tests
- Paint Motor
- Deliver Motor to Jobsite

FIELD SERVICE REINSTALLATION \$4,800.00

- Provided crane for reinstallation of motor

CONTINUED ON NEXT PAGE...

SIGNATURE: _____

DATE: _____

QF20.0-1 Rev. 2

PRINT NAME: _____

PO# (If not yet issued) _____



www.coletechnologyinc.com
 Phone: 404 - 691 - 9119
 Fax: 404 - 472 - 1205



3980 Martin Luther King Jr. Drive
 Atlanta, GA 30336

Meeting: July 6, 2023 Item 18.
Estimate Number
1RQ19437

Attn	cc
DANIEL DUKE	
Phone:	Fax:
(770) 387-5656 x	

Customer Information

CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120

Ship To Information

CLARENCE B. WALKER WATER
 TREATMENT PLANT
 237 ALLATOONA DAM ROAD SE
 CARTERSVILLE, GA 30120

Est. Date:	6/19/2023
Customer ID:	100534
Estimated By:	Randy Hutcheson
RFQ #:	
Salesperson:	Randy Hutcheson
Terms:	Net 30

Comments: * Pricing listed is for BUDGETARY purpose only and is subject to change upon inspection/findings of work scope that was not included in above quote.
 *The following is not included in the Estimate above:
 -Restacking of Stator Laminations (this Estimate assumes it will pass Core Loss)
 -Machine Work
 -Major Replacement Parts (other than Bearings)

	Pick Up On	Lead Time	Total Price
Work Based on Straight Time:		TBD by Shop Load ARO	\$64,512.28

Quote is valid for 15 days
 Repairs not approved 45 days from this date are subject to inspection & storage fees. After 90 days repairs not approved are considered abandoned & will be scrapped without notice.
 Tax & freight added when applicable

SIGNATURE: _____ **DATE:** _____ QF20.0-1 Rev. 2
PRINT NAME: _____ **PO# (If not yet issued)** _____



www.coletechnologyinc.com
 Phone: 404 - 691 - 9119
 Fax: 404 - 472 - 1205

Page 4 of 9
 Meeting: July 6, 2023 Item 18.



Contact

DANIEL DUKE
Customer Number
 100534

Quote Date

6/20/2023

Quote Number

1SQ17349

Quote To:

CITY OF CARTERSVILLE
 PO BOX 1390
 CARTERSVILLE, GA 30120
 (770) 387-5673 x

Ship To:

CLARENCE B. WALKER WATER TREATMENT PLANT
 237 ALLATOONA DAM ROAD SE
 CARTERSVILLE, GA 30120
 (770) 387-5673 x

FOB

Ship Via

TBD - Priced Separate

Terms

Net 30

Quoted By

Randy Hutcheson

Customer RFQ

Customer PO

Product ID	Qty	Description	Sales Price	Total
NEW MOTOR	1	MV 580 WP Vertical Motor 1000 HP / 1200 RPM / 2300V / 5813 Frame / WP11 Leadtime Estimated 20 Weeks **See Attached OEM Comments & Dimensional Drawing** Notes: <ul style="list-style-type: none"> Please review all GE comments, these will need to be approved and confirmed by signature prior to ordering This price is subject to change with construction modifications Progress Payments apply to this order: 20% - upon receipt of purchase order (N30) 30% - upon approval of certified drawing submittal and release of order to manufacturing (N30) 30% - upon motor shipment from the factory (N30) 20% - upon delivery of motor to Cartersville	139,573.97	139,573.97
SHIPPING	1	<ul style="list-style-type: none"> At this time shipping, handling and insurance cannot be estimated; this will be quoted and sold separately GE typically charges 10% of the sales price for minimum freight. Secure packaging, customs and additional insurance coverage may result in increased cost 		TBD

Cole will attempt to honor quote for 15 days however due to constant market changes quoted price is subject to change. Quote does not include sales tax or freight, unless otherwise noted.

Thank You

Subtotal:	139,573.97
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	139,573.97

SIGNATURE: _____ DATE: _____

PO# (IF NOT ALREADY ISSUED):

GENERAL TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES

The following terms and conditions shall apply without exception to all sales:

1. **SOLE TERMS:** No terms or conditions on Buyer's purchase order or any other instrument, agreement, or understanding (unless expressly referred to on the face of Seller's quotation and/or acknowledgment) shall be binding upon Seller unless agreed to in writing.
2. **PRICES:** The invoice supersedes all previous quotations and proposals. Prices do not include property, sales, use or privilege taxes or any export or import taxes, custom duties, or the like, unless stated. All errors are subject to correction. If the Buyer is charged sales tax in error the Buyer must notify within 14 day of the invoice date to receive a credit. After 14 days the sales tax cannot be refunded.
3. **PAYMENT:** Terms of payment are the net amount of the invoice in United States currency within thirty (30) days of the date of the invoice unless otherwise stated. A late payment charge of one and one-half percent (1-1/2%) of the amount of the invoice will be charged for each month, or any portion thereof, that payment is not made within thirty (30) days of the date of the invoice. If shipments are delayed by Buyer, invoices may be rendered on the dates Seller's is prepared to make shipments. If completion of manufacture, repair or sale is delayed by Buyer, invoices may be rendered when delay is ascertained, based upon percentage of completion. Goods held as a result of Buyer's inability or refusal to accept delivery is at the risk and expense of Buyer.
4. **SHIPMENT AND RISK OF LOSS:** Shipment date is approximate. Goods will be shipped f.o.b. point of origin, with all risk of loss or damage to goods passing to Buyer upon delivery to carrier. If freight must be prepaid payment will be made for the account of Buyer. Seller may make delivery installments, separately invoiced, and payable without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining installments.
5. **FORCE MAJEURE:** Seller shall not be liable for any delay in performance or failure to perform due to any cause beyond Seller's reasonable control including, fire, flood, any act of God, strike or other labor difficulty, any act or omission to act of any civil or military authority, change in laws, acts of war, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages The parties recognize that a time extension may not be the only remedy for a delay.
6. **LOSS, DAMAGE OR DELAY:** Seller shall not be liable for breach of covenant or condition, loss, injury, delay, damages or other casualty due to labor, disturbances, embargoes, riots, storms, fires, explosions, acts of God, war, acts of hostility, inability to obtain necessary labor or raw materials from usual suppliers, break down of manufacturing facilities, major change in economic conditions, or any causes beyond its control. In the event of delay, shipment date will be postponed to compensate for delay. If Seller's performance is rendered permanently impossible or impracticable, either party may cancel executory portion of this contract, and the only liability shall be Buyer's for pro-rated or allocated portion of the contract completed, including all inventory and supplies returnable for full credit or otherwise useable by Seller.
7. **SHORTAGES:** Any claim for shortage must be reported to Seller within thirty (30) days after receipt of products.
8. **MANUFACTURER WARRANTY:** Any manufacturer warranty is simply passed through to the Buyer. It is intended that the goods will not be sold to or used by consumers or for personal or residential use. Seller makes no warranties to those defined in the Manguson-Moss Warranty-Federal Trade Commission Improvement Act.
DISCLAIMER OF WARRANTIES: SELLER DISCLAIMS AND THE PRODUCTS ARE SOLD WITHOUT ANY WARRANTY AS TO MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN WHATSOEVER, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN.
9. **LIMITATION OF LIABILITY EXCLUSIVE REMEDY:** Seller's liability and responsibility for any defective or non-conforming products are limited solely to the cost of such goods and any such claims must be filed within 60 days of the delivery of the product.
All REMEDIES OF BUYER ARISING OUT OF THIS TRANSACTION OR WITH RESPECT TO THE SALE OR USE OF THE GOODS SHALL BE LIMITED EXCLUSIVELY AND IN LIEU OF ANY ALL OTHER REMEDIES TO THOSE CONTAINED IN THESE TERMS AND CONDITIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSSES OF BUYERS OR USERS, ARISING OUT OF PURCHASES OF PRODUCTS OR THE USE OR MISUSE OF THE PRODUCTS.
10. **CONFIDENTIAL INFORMATION:** Technical information contained in plans, drawings, specifications, photographs, and other documents disclosed or furnished by Seller are the sole and exclusive property of Seller. Buyer, in the absence of express prior permission of Seller shall hold them in confidence and may not sell or dispose of any portion thereof.
11. **DEFAULT:** If Buyer shall fail to pay all or any part of the sums due or to become due, or to observe, keep or perform any of its obligations, become insolvent or become a party to any Federal or State insolvency proceedings or receivership, or become a judgment debtor, all sums due or to become due may, at the option of Seller, become immediately due and payable, and concurrently, or in the alternative, Seller may, at its option, terminate this contact and exercise any other remedies available under all applicable laws. Waiver of any default shall not be a waiver of any other subsequent default.
12. **SPECIFICATIONS:** If specifications and designs for good are furnished by Buyer, Buyer will indemnify and save Seller harmless for all claims, cost, and expenses (including costs and attorneys' fees) of and patent infringement claim or proceeding resulting from. Seller will not be responsible for the accuracy or suitability of such designs or specifications, or for the performance of any goods made in conformity thereto.
13. **INDEMNIFICATION:** If Seller shall be made a defendant in any proceeding, action or arbitration, by Buyer, or any persons deriving title from Buyer, or any third person on the basic of breach of warranty, negligence or tort, and if no award or judgment shall be made or rendered against Seller, Buyer hereby indemnities and holds Seller harmless from all costs and expenses in connection with such proceeding, action or arbitration, including reasonable attorney's fees and expenses.
14. **CANCELLATION:** Any contract or order may be cancelled by Buyer only with the written consent of Seller and upon reimbursement to Seller for any and all expenses and other losses incurred as a result of such cancellation, including a reasonable profit and overhead.
15. **COLLECTION EXPENSES:** Buyer shall be responsible for payment of all costs and expenses of collection, including a reasonable attorney's fee in the event that Seller places Buyer's account with an agency or an attorney for collection.
16. **GOVERNING:** This transaction shall be governed by the laws of the State of Georgia excluding provisions on conflict of laws.
17. **MISCELLANEOUS:** These term and conditions (including those stated on face hereof) shall constitute the entire agreement of Seller and Buyer, superseding all prior agreements or understandings, written or oral, and cannot be amended except by mutual writing. Buyer may not assign any rights or duties he renders without Seller's written prior consent. No reproduction, warranty, course of dealing or trade usage not contained or referenced herein will be binding on Seller. No failure by Seller enforce at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of Seller to enforce thereafter each and every provision. No representative of Seller has the authority to waive or change any of the above provisions.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Clarifier Valve Actuator
DEPARTMENT SUMMARY RECOMMENDATION:	The actuator for #3 final clarifier return activated sludge valve must be replaced. We recommend the lowest bid of \$12,152.08 by Georgia Western, which includes installation, calibration and a 4-week lead time for material. This is a budgeted maintenance item to be paid from account #505.3330.52.2361.
LEGAL:	N/A



**2275 McCollum Parkway
 Kennesaw, Georgia 30144
 770-426-6070 / Fax: 770-426-6191**

Meeting: July 6, 2023 Item 19.

Quote / Estimate

DATE	ESTIMATE NO.
6/27/2023	64295

NAME / ADDRESS
City of Cartersville/Water Dept. PO Box 1390 Cartersville, GA. 30120

SHIP TO
City of Cartersville 237 Allatoona Dam Road Cartersville, Georgia 30120

CUSTOMER CONTACT		TERMS	REP	FOB
Scott Moody		Net 30	TRM	Kennesaw, GA 30144
ITEM	DESCRIPTION	QTY	PRICE	TOTAL
DCSA-3	Bettis/EIM DCSA-3 Electric Actuator, 0.25 HP, 460/3/60 VAC Motor, M2CP Integral Controls, 60 RPM, Local and remote operation, 44 Ft/lbs available torque, Non-Thrust Application, Max Stem Acceptance 1.25, FA10 Mounting Base, and Blank Stem Nut. Unit Approx. Weight 125 Lbs. Includes Futronic IV Modulating Controls. (4-WEEKS ARO)	1	8,608.08	8,608.08
Machining	Machining Bore and Key Stem Nut to Gearbox Input Shaft (4-WEEKS ARO)	1	354.00	354.00
Field Service - Other	Other Field Service to remove existing actuator install new actuator and setup. Based on fittings not being chicoed and sealed so wires cannot be removed.	1	3,190.00	3,190.00
Fuel Surcharge of \$0.20 per mile effective May 1, 2022 for company owned vehicles \$50.00 Minimum Order Requested Georgia Western's Terms and Conditions Apply. Please request a copy if not included with the quote. Quote is valid for 15 days.				
<i>Freight is prepay and add unless otherwise specified. VISA, M/C and AMEX are accepted. Freight "in" charges may apply. Sales tax may be applicable. Restocking fees may apply on returned items. Delivery is subject to prior sale and may change at time of order.</i>			TOTAL \$12,152.08	

**PARTS, SERVICE &
 TRAINING FOR
 LIMITORQUE®
 ACTUATORS**

*U.S Distributor for MOV Long Life &
 MOV Extra Lubricants*



Valve & Actuation Services, LLC
DBA Chalmers and Kubeck South
 Superior Quality Products and Services for Industry

Quotation Number: F011218
 Quote Date: 5/25/2023
 Quoted By: DAVID ARCENEUX
 Cc: TERRY OWENS

Your Quality Engineered MRO Alternative

We are pleased to quote the item(s) listed below

To: Scott Moody
 Of: CITY OF CARTERSVILLE
 Tel:
 Fax:
 Email:

The prices quoted are Net and reflect a cash discount of 5%. NO taxes are included in the price. Freight terms are FOB shipping point, freight prepaid and added to the invoice. Standard payment terms are 30 days subject to prior credit approval. Valid credit cards will be accepted but the cash discount will NOT apply. All items indicated as in-stock are subject to prior sale. **This quotation is valid for 5 days.** No terms and conditions specified or preprinted on any Customer purchase order or other form of acceptance shall add to or modify these terms and conditions unless they are SPECIFICALLY agreed to in writing. We reserve the right to correct any errors that may be contained in this proposal, clerical or otherwise. We appreciate the opportunity to provide this quotation and look forward to assisting with your project. Please refer to the Quotation Number listed at the top of this form when ordering.



REFERENCE:

Ship VIA F.O.B.
 OUR TRUCK

Item Number	Unit	Ordered	Price	Amount
FIELD SERV ACT	EACH	1.0	2,600.00	2,600.00
FIELD SERVICE ESTIMATE TO INSTALL SOLID STATE STARTER IN MX-05 AT CUSTOMER SITE. ESTIMATE IS FOR TWO TECHNICIANS ON SITE FOR ONE DAY AND TRAVEL. ESTIMATE IS CONTINGENT UPON CUSTOMER EQUIPMENT BEING READILY ACCESSIBLE(LOTO/TAG OUT.....ETC.).				
LIM ACT MX	EACH	1.0	11,989.00	11,989.00
NEW LIMITORQUE MXa-05 / 52RPM ACTUATOR				
<ul style="list-style-type: none"> - 3/60/460 VAC CONNECT VOLTAGE - 55 FT-LBS OF TORQUE CAPABLE - 5 ASSIGNABLE CONTACTS - O(A) CONFIGURATION - MOD - 4-20mA INPUT SIGNAL CONTROLLED - APT - 4-20mA OUTPUT SIGNAL TRANSMITTER FOR POSITION INDICATION - ABSOLUTE ENCODER (SENSES POSITION OF ACTUATOR) - ELECTRONIC TORQUE SENSING - 32 CHARACTER LCD DISPLAY - INTERNAL MOTOR CONTROLS - LOCAL CONTROL STATION (LOCKABLE) - MANUAL DECLUTCH (LOCKABLE) - FA10 MSS MOUNTING BASE - XP (EXPLOSION PROOF), FM CLASS 1 GROUP C&D - SOLID STATE STARTER 				

Net Order: 14,589.00
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 14,589.00

David Arceneaux
 Inside Sales darceneaux@candksouth.com
 1050 Industrial Blvd, Watkinsville, GA 30677 P: 800-550-4653 Ext:2131 F: 706-769-1150

Southern Valve And Pump
 821 Dawsonville Hwy Suite 250-169
 Gainesville, GA 30501 US

Estimate

Meeting: July 6, 2023 Item 19.



ADDRESS
City of Cartersville 148 Walnut Grove Rd SE Cartersville, GA 30120

SHIP TO
City of Cartersville 148 Walnut Grove Rd SE Cartersville, GA 30120

ESTIMATE #	DATE
21626	06/06/2023

ITEM	DESCRIPTION	QTY	AMOUNT
Field Service Work	1. Mobilize @ Cartersville WWTP 2. Remove Customers Existing Limitorqe Actuator 3. Install new Actuator (Customer supplied) 4. Wire / test	10	1,250.00

SUBTOTAL	1,250.00
TAX	0.00
TOTAL	\$1,250.00

Accepted By

Accepted Date

This quote is for labor only. SV&P would have to order actuator from Chalmers & Kubeck. Chalmers & Kubeck will only supply stock valve if they install. This would add ~26 week lead time for material.

JSF



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water Department
AGENDA ITEM TITLE:	Water Material for Stock
DEPARTMENT SUMMARY RECOMMENDATION:	The Water Department received quotes for stock material for water system repair and replacement. We recommend awarding the purchase to the low bidder, Consolidated Pipe & Supply Co., Inc. for \$16,352.92. This is a budgeted item to be paid from account #505.3320.52.2390.
LEGAL:	N/A

C O N S O L I D A T E D P I P E A N D S U P P L Y C O .
C U S T O M E R Q U O T E

Meeting: July 6, 2023 Item 20.

3400 NOVIS POINTE, NW
ACWORTH GA 30101

Quote Nbr: 356503 000
Quote Date: 6/22/2023

Page 1

0023 - PAUL HARRIS
Phone 678-574-7480
Fax 678-574-7486

Job: STOCK MATERIAL 6/22/2023

Bid Date: 6/22/2023

322541 - CARTERSVILLE CITY OF
WATER DEPARTMENT
P O BOX 1390
CARTERSVILLE GA 30120

Good Until: 7/22/2023
To:
Email: BRANDON.LANCASTER@CPSPPIPE.COM

Qty	Item	Size/Wall/Description	Price	Extended Price
28.0	242043	4 SDR26 PVC 3034 GS GREEN 14 GSKT STOCK COVINGTON	2.95 FT	82.60
28.0	242044	6 SDR26 PVC 3034 GS GREEN 14 GSKT STOCK ACWORTH	9.29 FT	260.12
50.0	231779	3/4 JCM 111-0088X6 FC REPR CLMP 2 WEEKS	42.50 EA	2,125.00
50.0	210934	2 JCM 111-0238X3 REPR CLMP 2 WEEKS	26.50 EA	1,325.00
10.0	213311	2 JCM 101-0238X15 REPR CLMP 2 WEEKS	114.25 EA	1,142.50
12.0	119454	1-1/2X1 STD MI GALV RED 06 2 WEEKS	5.95 EA	71.40
12.0	119451	1-1/4X1 STD MI GALV RED 06 STOCK BYRON	4.95 EA	59.40
24.0	36326	3/4 STD 125 BRASS 90 EL SE 06 LEAD FREE STOCK WAYCROSS	4.50 EA	108.00
12.0	36333	2 STD 125 BRASS 90 EL SE 06 LEAD FREE STOCK WAYCROSS	21.50 EA	258.00
24.0	35927	3/4 STD 125 BRS 90 ST EL SE LEAD FREE STOCK LAWRENCEVILLE	6.50 EA	156.00
12.0	36340	1 STD 125 BRASS 90 ST EL SE 06 LEAD FREE STOCK KNOXVILLE	10.95 EA	131.40
12.0	33395	3/4 FORD L04-33S-NL EL CPLG W/SWVL LEAD FREE 12 WEEKS	40.50 EA	486.00

C U S T O M E R Q U O T E

Quote Nbr: 356503 000

Quote Date: 6/22/2023

Page 2

Qty	Item	Size/Wall/Description	Price	Extended Price
50.0	31141	3/4 FORD FB1000-3G-NL BALLCORP CCX CTS LEAD FREE STOCK ACW	62.00 EA	3,100.00
50.0	39770	3/4 FORD HHS31-323-NL DUAL CKV LEAD FREE 12 WEEKS	82.95 EA	4,147.50
100.0	31099	3/4 FORD EC-23-NL 5/8X3/4 EXP CONN LEAD FREE 12 WEEKS	29.00 EA	2,900.00
Total:				16,352.92

PLEASE NOTE AVAILABILITY

Above prices firm for delivery within 20 days provided order is placed within 10 days. All quantities and materials listed are our interpretation of the specifications and are not guaranteed. Material warranties are limited to that of the manufacturers only. Project quoted as a complete package and sale subject to credit approval.



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in lieu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214325	FORTILINE CARTERSVILLE	6354265	6/19/23	1

CUSTOMER
CARTERSVILLE WATER DEPARTMENT PO BOX 1390 CARTERSVILLE, GA 30120

PROJECT INFORMATION
STOCK 6/19/23

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****					
10	14	FT	4" SDR26 PVC HW SEWER PIPE	3.5100	49.14
20	14	FT	6" SDR26 PVC HW SEWER PIPE	8.1600	114.24
40	50	EA	3/4X6 111 REPAIR CLAMP .88	38.2600	1,913.00
50	50	EA	111-0088-6 JCM 2X3 111 REPAIR CLAMP 2.38	23.4400	1,172.00
60	10	EA	111-0238-3 JCM 2X15 CL1 REP CLMP 2.35-2.63 CL1-263X15 ROMAC	173.3300	1,733.30
80	12	EA	1-1/2"X1" GALV BELL REDUCER	4.1300	49.56
90	12	EA	1-1/4"X1" GALV BELL REDUCER	5.3200	63.84
110	24	EA	3/4" BRASS 90 NO LEAD	3.8600	92.64
120	12	EA	2" BRASS 90 NO LEAD	19.2800	231.36
130	24	EA	3/4" BRASS STREET 90 NO LEAD	5.0300	120.72
140	12	EA	1" BRASS STREET 90 NO LEAD	8.3400	100.08
150	12	EA	3/4" FEM FLR NT SWVLXQJC	46.2500	555.00
160	50	EA	3/4 BALL CORP CCXPJC 74701B-22 NO LEAD	71.4600	3,573.00
170	50	EA	3/4" INLINE DUAL CHECK MYNXFIP NO LEAD 7411-3YE 33	73.2400	3,662.00
180	100	EA	5/8"X3/4" YOKE EXP HANDWHEEL W/2 HD GASKETS 714-2EHG	29.6400	2,964.00
Subtotal:					16,393.88
Tax:					.00
Bid Total:					16,393.88

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.



Bid Proposal for CARTERSVILLE STOCK

CARTERSVILLE, CITY OF
 Bid Date: 06/21/2023
 Core & Main 2987076

Core & Main
 2111 Moon Station Dr
 Kennesaw, GA 30144
 Phone: 770-423-0583
 Fax: 770-425-8897

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10	14	4 PVC SDR26 HW SWR PIPE (G) 14'	FT	3.75	52.50
20	14	6 PVC SDR26 HW SWR PIPE (G) 14'	FT	8.35	116.90
		*			
40	50	244-010506-001 3/4X6 REP CLP FULL CIRCLE SS B&N 1.05 OD	EA	66.75	3,337.50
50	50	244-023803-000 2X3 REP CLP FULL CIRCLE 2.38 OD	EA	29.95	1,497.50
60	10	F1-263-15 2X15 REP CLP 2.35-2.63 OD	EA	123.00	1,230.00
		*			
80	12	1-1/2X1 BRASS BUSHING NL (I) NO LEAD	EA	7.95	95.40
90	12	1-1/4X1 BRASS BUSHING NL (I) NO LEAD	EA	6.25	75.00
		*			
110	24	3/4 BRASS 90 NO LEAD (I)	EA	4.50	108.00
120	12	2 BRASS 90 NO LEAD (I)	EA	23.00	276.00
130	24	3/4 BRASS ST 90 NO LEAD (I)	EA	5.90	141.60
140	12	1 BRASS ST 90 NO LEAD (I)	EA	10.00	120.00
150	12	3/4 BRASS 90 NO LEAD (I)	EA	4.50	54.00
160	50	FB1000-3QNL 3/4 BALLCORP CCXQJ NO LEAD	EA	68.00	3,400.00
170	50	HHS31-323-NL 3/4 STRT DUAL CHK CASC W/MTR NUTXFIP NO LEAD	EA	87.00	4,350.00
180	100	EC-23-NL 5/8X3/4 EXPANSION CON NO LEAD	EA	28.00	2,800.00
				Sub Total	17,654.40
				Tax	0.00
				Total	17,654.40

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom Department
AGENDA ITEM TITLE:	New VoIP Phone System
DEPARTMENT SUMMARY RECOMMENDATION:	New VoIP Phone System - Fibercom requests to purchase a new IP phone system. Our current system, installed in 2017, has already been discontinued by the manufacturer. The total amount is \$102,613.40 from CNP Technologies. This budgeted item will be paid from 2020 SPLOST funds, and it is recommended for approval.
LEGAL:	N/A

CNP Technologies, LLC
806 Tyvola Road - - Charlotte, NC 28217
Phone: (704) 927-6600 - Fax: (704) 927-6610 - Email: purchase@cnp.net

QUOTE



Date	Quote #
06/29/23	CNPQ85682-03

Sold To: City of Cartersville
Steven Grier
10 N Public Sq.
Cartersville, GA 30120
USA

Phone: (770) 387-5616
Email: sgrier@cartersvillega.gov

Ship To: City of Cartersville
Steven Grier
10 N Public Sq.
Cartersville, GA 30120
USA

Phone: (770) 387-5616
Email: sgrier@cartersvillega.gov

A 50% Deposit may be required before order is placed. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales tax.

Terms	Rep	P.O. Number	Ship Via
	Steve		

Qty	Description	Unit Price	Ext. Price
-----	-------------	------------	------------

FVE VM-500 3yr
 This quote is presented as budgetary. An actionable quote will require a CNP Voice Engineer to go on site and perform a thorough site survey. Once completed, an actionable quote will be presented with a detailed statement of work.

- Project Details:**
1. The City of Cartersville is replacing their Mitel Mivoice Connect System with a Fortivoice PBX system.
 2. CNP is quoting The City of Cartersville all of the necessary hardware, software, licensing and professional services for this project.
 3. The City of Cartersville is going to re-use 21 ATA devices for all of their analog connections.
 4. The City of Cartersville will also be converting to an Airespring SIP trunk with 25 call paths as part of this project.
 5. CNP will assist the customer with the turn-up of the Airespring SIP trunk and the number porting
 6. CNP is quoting The City of Cartersville a block of 25 CNP UC Professional Service hours. If more hours are needed, CNP will notify The City of Cartersville in advance and The City of Cartersville can purchase another block of hours if needed. If the original block of hours is not used, The City of Cartersville can use the remaining hours at any time. The unused hours never expire.
 7. This project will be accomplished in a phased approach..

- Notes and Assumptions:**
1. Location of install: City of Cartersville, GA
 2. Number of IP phones: 285

Customer Initials _____

Qty	Description	Unit Price	Ext. Price
	<p>3. Number of analog devices connected to Fortivoice: 46 devices connected via 21 ATA devices.</p> <p>4. Number of analog pots lines connected to Fortivoice: None</p> <p>5. What parts are designated as spare equipment: None</p> <p>6. Any non-standard components: None</p> <p>7. Assumes 1 25-call path SIP trunk provided by Airespring.</p> <p>8. Assumes customer will provide POE and UPS</p> <p>9. Assumes customer will unbox, place and power up phones</p> <p>10. Assumes customer has adequate rack space for the physical server.</p> <p>11. Assumes customer has an adequate virtual environment to support the Fortivoice virtual machine.</p> <p>12. Assumes customer has an adequate network environment that can support VOIP traffic.</p> <p>13. Assumes customer is converting a MultiTech faxing solution over to the native Fortivoice Faxing solution.</p>		
FortiVoice Server			
1	FortiVoice-VM-500 software supports 500 Endpoints, and 50 VoIP trunks. Call Center and Hotel licensing supported.	\$3,959.27	\$3,959.27
1	FortiVoice-VM-500 3 Year FortiCare Premium Support	\$4,535.16	\$4,535.16
3	FortiVoice-VM-500 1 Year FortiVoice Unified Communication Service	\$791.85	\$2,375.55
CALL CENTER			
1	FortiVoice - Call Center 3 Year FortiCare, 24x7 phone, OS updates: Renewals (1 - 30 Agents)	\$3,273.48	\$3,273.48
1	License to add 10 agents to FortiVoice Call Center	\$915.93	\$915.93
1	Base license for stackable FVC Call Center (includes 10 agents)	\$1,025.93	\$1,025.93
PHONES			
1	License to add 10 FortiVoice Softclients to FortiVoice system.	\$475.93	\$475.93
285	FortiFone 480	\$283.03	\$80,663.55
3	10PK FON-480 PLASTIC WALL RACK MOUNTING KIT Product stocked by manufacturer. Delivery times vary.	\$171.20	\$513.60
1	PREPAID UC SERVICE BLOCK 25 HOURS - BLOCKS ARE NOT ACTIVE UNTIL PAID IN FULL - ACTUAL HOURS ARE DEDUCTED FROM THE BLOCK (AFTER-HOURS ARE DEDUCTED AT TIME AND A HALF) - OVERAGES MAY BE BILLED AT REGULAR RATES OR APPLIED TO A NEW PURCHASED BLOCK. UNUSED HOURS DO NOT EXPIRE.	\$4,875.00	\$4,875.00

Customer Initials _____

Qty	Description	Unit Price	Ext. Price
	Thank you for your business!		
		SubTotal	\$102,613.40
		Sales Tax	\$0.00
		Total	\$102,613.40
		Deposit	\$31,624.64

Special Notes About Auto-Renew Vendors

There are vendors who require renewals to be placed in an auto-renew status. Examples are Cisco and Inspeed, although this may not be a complete list as vendor requirements do change. For auto-renew vendors, the customer must let CNP know a minimum of 60 days in advance of the expiration date if this is not desired. After that time period the customer will be invoiced and the invoice is non-refundable.

Multi-Year Zix renewals are subject to the contract term agreed upon on the first order. Subsequent years to fulfill that contract are not eligible for cancellation and are non-refundable. They will be requoted after the contract term is complete and will not renew without customer approval.

Customer Initials _____

Terms and Conditions

The following Terms and Conditions of Sale and Installation ("Terms and Conditions") shall apply to all transactions between customer and CNP Technologies LLC ("CNP"). Any inconsistent or additional terms or proposed modifications to these Terms and Conditions are hereby expressly rejected, unless specifically agreed to in writing by CNP.

1. Pricing. Prices are valid until the expiration date specified on the Quote and are subject to product availability. Prices for hardware and/or software do not include installation services. Installation services shall be specified in an accompanying Statement of Work which shall be signed by both customer and CNP.
2. Payment Terms. A 50% deposit is required at time of order, 40% is due at receipt of equipment, and the 10% balance is due upon installation. If a leasing company is involved, written lease approval and 50% deposit from the leasing company is due at the time of order, with the balance due upon installation.
3. Sales & Use Tax. Sales Tax quoted above is an estimate. Actual Sales Tax will be billed on final invoice if shipping to NC, GA, FL, SC, TX, VA, PA, CT, NJ, TN or WV. If shipping or installing in any other out of state location, customer is responsible for paying any Sales & Use tax in that state.
4. Additional Charges. Shipping charges are not included on the Quote and actual charges will be billed to customer on final invoice. Travel and living expenses are also not included on the Quote, and actual charges will be billed to customer on final invoice.
5. Site Visits. Quotes are subject to verification of site conditions, including technical review, network assessment and review of existing cabling.
6. Limited Warranty. All warranties with respect to products provided by CNP shall be limited to their respective warranties of the manufacturers thereof, which CNP may be permitted to pass on to customer. With respect to installation services provided by CNP pursuant to a Statement of Work, such services shall be performed in a good and workmanlike manner. Customer's sole remedy for breach of this Limited Warranty shall be repair, replacement or refund of the purchase price paid, at CNP's option. CNP shall not be liable under this Limited Warranty for any of the following:
 - Failure to follow installation, operation or maintenance instructions;
 - Unauthorized product modification or alteration;
 - Unauthorized use of common carrier communication services accessed through the products;
 - Abuse, misuse, negligent acts or omissions of customer or persons under customer's control; or
 - Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other causes beyond CNP's control.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Customer acknowledges and agrees that it is the Customer's responsibility (i) to implement appropriate procedures to protect and safeguard its programs and data from being destroyed through operator error, equipment malfunction, or otherwise, (ii) to insure its ability to recreate programs and data as necessary, and (iii) to remove all programs and data from the equipment being serviced prior to the performance of such service. CNP does not warrant that the operation of any data network or telecommunications systems will not be interrupted. Customer agrees to release CNP and hold CNP harmless from any claims of loss or damage to Customer's electronic media, data process, or current systems of network connection.

7. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, CNP HEREBY EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF PRODUCTS AND/OR SERVICES PROVIDED BY CNP, EVEN IF CNP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CNP'S LIABILITY ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS PAID TO CNP BY CUSTOMER HEREUNDER.

8. Product Returns. All product returns must be pre-approved by CNP and returned within 15 days of purchase. Products to be returned must be un-opened and in the original packing. Restocking fees may apply. Software license sales and warranty renewals are final and non-returnable. Service Blocks do not expire and are non-returnable and non-transferable. Meraki is non-returnable and non-cancellable. Zix contracts are non-cancellable. Other vendor exceptions may apply.

9. Confidentiality. All prices, recommendations and configurations provided by CNP are provided as a courtesy to customer and shall be deemed confidential. Customer shall not disclose such information to third parties without the prior written consent of CNP.

10. Mutual Non-Solicitation of Employees. For the term hereof and a period of two years following any termination hereof, CUSTOMER shall not directly or indirectly recruit, solicit nor hire any of CNP's employees without CNP's prior written approval. CUSTOMER acknowledges that CNP employees are under non-competition and non-solicitation agreements with CNP that prohibit them from providing services to CUSTOMER other than on behalf of CNP.

11. Miscellaneous.

A. All sales subject to these Terms and Conditions shall be governed by the laws of the State of North Carolina. Customer agrees that all disputes that cannot be resolved amicably shall be brought in any state or federal court located in Charlotte, North Carolina. Customer further agrees not to contest the jurisdiction or venue of any such court.

B. If any provision hereof is deemed by a court or competent authority as being unenforceable or illegal, such provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions hereof shall not be affected. If any illegal or unenforceable provisions would be legal or enforceable if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.

C. Customer shall pay CNP's costs and expenses (including attorneys' fees and expenses) should it become necessary to take action to collect amounts past due.

D. CNP shall not be liable for delays in performance when caused by circumstances beyond its reasonable control, including acts of third parties, acts of God, accident, fire, lightning, power surges or outages.

E. These Terms and Conditions, along with any Quote and Statement of Work executed by the parties, constitute the entire agreement with respect to the subject matter hereof and supersede all prior understandings, writings, commitments or representations.

Customer Initials _____

Acceptance of Quote, Terms and Conditions

Quoted By: Steve Friedland

Accepted By: _____ Date: _____

Please sign and fax this quote back to CNP at (704) 927-6610.

*Please do NOT pay from this quote. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales

Prices in this quote are only guaranteed for 10 days from the date of this quote and will expire on: 4/22/2022

Customer Initials _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom Department
AGENDA ITEM TITLE:	Laserfiche Support Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	This item is the annual renewal for our Laserfiche document imaging system. This is a cloud-based system that is used for document retention. The total amount is \$9,886.00 from MCCI. This is a budgeted item recommended for approval.
LEGAL:	N/A



Bill To: City of Cartersville Attention: Steven Grier PO Box 1390 Cartersville, GA 30120	Invoice Number RN13549 Invoice Date 6/29/2023 PO Number Payment Terms Net 30 Customer ID CARTERGA01 End Customer ID Cartersville
Reference: Annual Billing for 2023-2024	

Laserfiche Cloud Renewal Coverage Period: 9/12 - 9/11

Description	Extended Amount
Subscription-Cloud (LF)	
Product Group Total	\$8,500.00
Supplemental Support Subscription (LF)	
Product Group Total	\$1,386.00
Subtotal	\$9,886.00
Downpayment Applied	-\$0.00
Sales Tax	\$0.00
Total Due	\$9,886.00

Electronic Payment Information: MCCI, LLC c/o Enterprise Bank ABA: 081006162 Account: 1293909 (800) 342-2633	Thank you for your business.	Mail-in Payment Information MCCI, LLC c/o Enterprise Bank P.O. Box 790379 St. Louis, MO 63179-0379 (800) 342-2633
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3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom Department
AGENDA ITEM TITLE:	Fiber Pathway Installation - Advocates
DEPARTMENT SUMMARY RECOMMENDATION:	The FiberCom Department requests the construction of a fiber pathway to provide internet services to Advocates for Children at 827 Joe Frank Harris Parkway. The total amount is \$18,840.73 from NCI. The customer will pay a portion of this installation. This is not a budgeted item; however, 2020 SPLOST funds are available, and it is recommended for approval.
LEGAL:	N/A

4/7/2023



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

Thank you for giving Network Cabling Infrastructures the opportunity to provide you with a proposal for the 827 Joe Frank Harris Pkwy - Bore project. Please take the time to review the below scope of work and feel free to contact me if you have any questions or concerns.

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

Safety Standards:

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

Assumptions:

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

Rock Adders:
Directional Drill w/Rock Head = \$23.00 per foot
Directional Drill w/Rock Hammer @ 10,000 PSI = 95.00 per foot
Rock excavation via open trench \$14.00 per foot
Rock excavation via open trench w/Rock Hammer = \$23.00 per foot
This will be in addition to the previously agreed upon foot price.

Bill Of Materials			
DESCRIPTION	UNITS	UNIT PRICE	EXTENDED PRICE
MATERIAL			
(500) ft Fiber Pulling (HDPE installed by NCI)	500	\$ -	\$ -
(425) ft Install Tracer	425	\$ -	\$ -
(185) ft Directional Bore (2) 1-1/4" HDPE	185	\$ -	\$ -
(185) ea Rock Drilling (add. \$23.00 per Foot)	185	\$ -	\$ -
(185) ft Directional Bore (1) 1-1/4" HDPE	185	\$ -	\$ -
(5) ea Traffic Control	5	\$ -	\$ -
(1) ea Install 24"x36"x36" (Handhole With Gravel)	1	\$ 7.18	\$ 7.18
(1) ea Install 24"x36"x36" (With Interception)	1	\$ 7.18	\$ 7.18
LABOR			
(500) ft Fiber Pulling (HDPE installed by NCI)	500	\$ 0.75	\$ 375.73
(425) ft Install Tracer	425	\$ 0.10	\$ 42.39
(185) ft Directional Bore (2) 1-1/4" HDPE	185	\$ 15.00	\$ 2,775.00
(185) ea Rock Drilling (add. \$23.00 per Foot)	185	\$ 23.00	\$ 4,255.43
(185) ft Directional Bore (1) 1-1/4" HDPE	185	\$ 11.00	\$ 2,035.00
(5) ea Traffic Control	5	\$ 1,650.00	\$ 8,250.00
(1) ea Install 24"x36"x36" (Handhole With Gravel)	1	\$ 450.00	\$ 450.00
(1) ea Install 24"x36"x36" (With Interception)	1	\$ 650.00	\$ 650.00

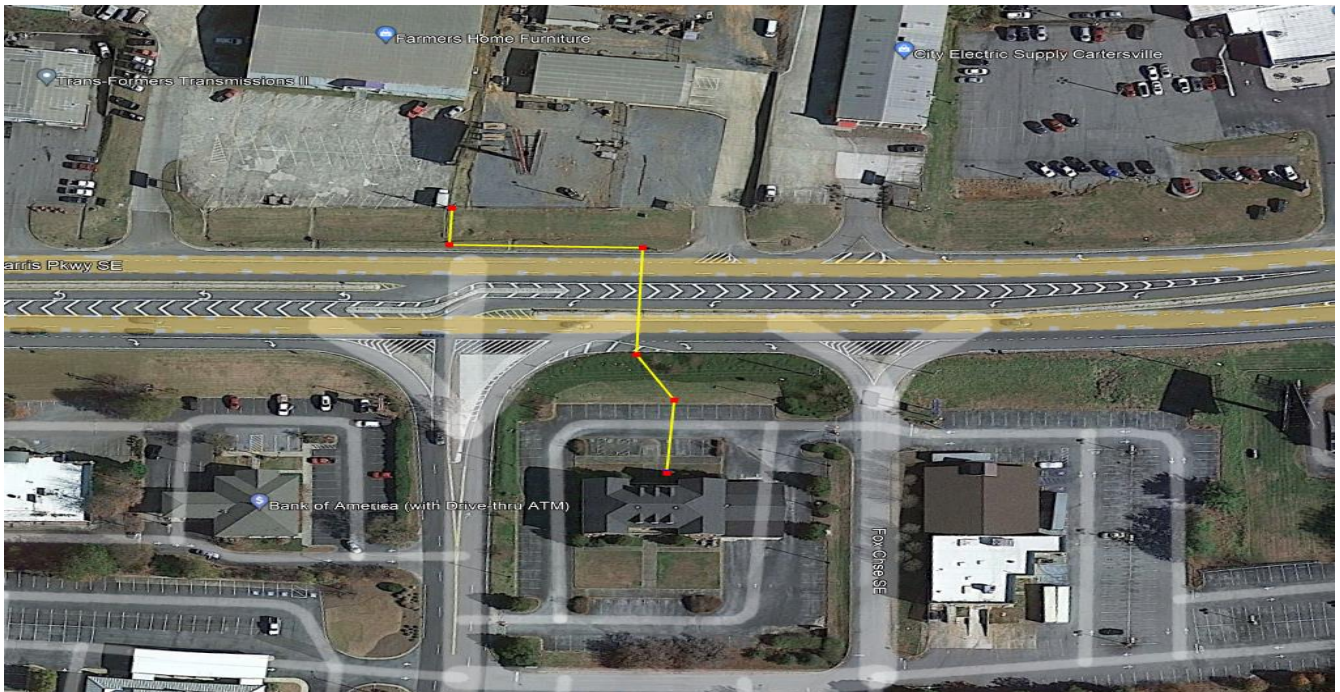
Material: \$ 7.18
 Labor: \$ 18,833.55
 Total: \$ 18,840.73

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

Scope of Work

- Bore (2) 1-1/4" HDPE from Utility pole on ROW across Hwy 41 to new HH. (295')
- Bore (1) 1-1/4" HDPE from new HH in ROW to new HH at customer intercept HH. (125')
- Install (1) HH in ROW of Hwy 41.
- Install (1) HH on customer property to intercept existing conduit.
- Install Tracer (425')
- Install Fiber (500')

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



Sincerely,

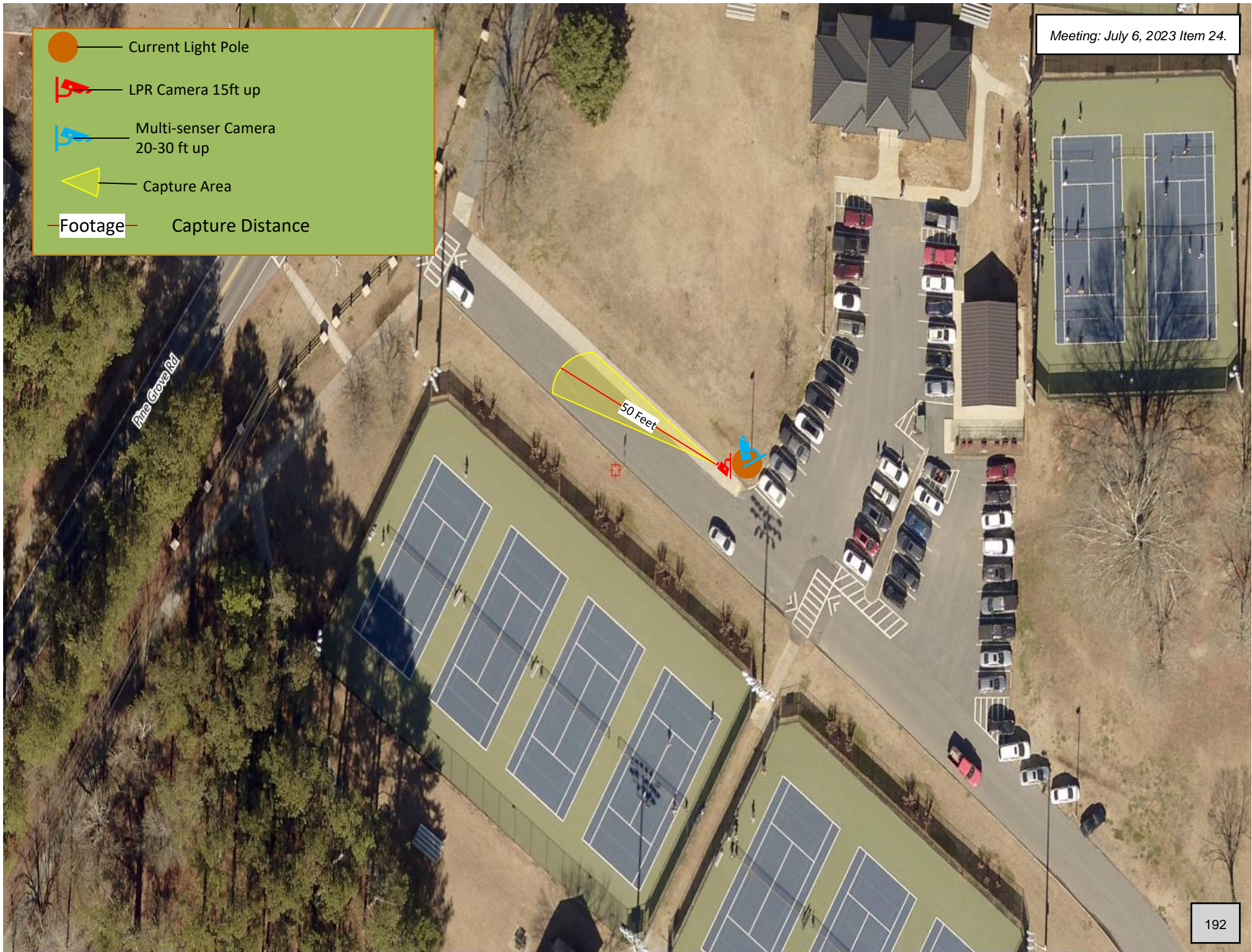
Logan Ghorley
Project Manager
Phone: 470-255-4476
Fax: 770-495-6220
Email: logan.ghorley@ncicabling.com



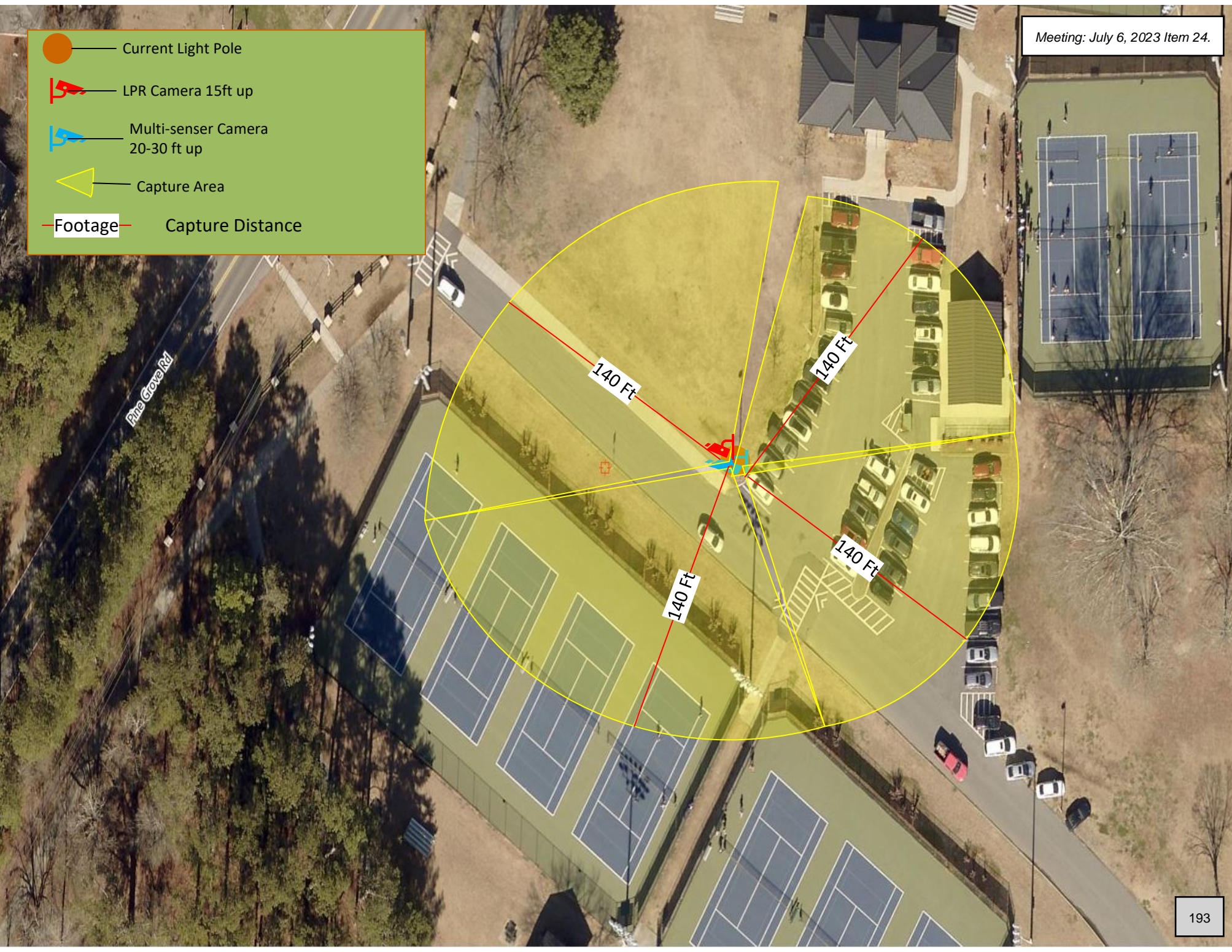
CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom Department
AGENDA ITEM TITLE:	Cameras and License Plate Readers for Park and Rec
DEPARTMENT SUMMARY RECOMMENDATION:	The FiberCom Department requests the purchase of new security cameras and license plate recognition for the entrances of Dellinger Park and Pine Mountain Trail. There are also additional cameras for increased parking lot coverage at Dellinger Park. The total amount is \$15,368.00 from Vicon. This is not a budgeted item; however, 2020 SPLOST funds are available, and we recommend this for approval.
LEGAL:	N/A

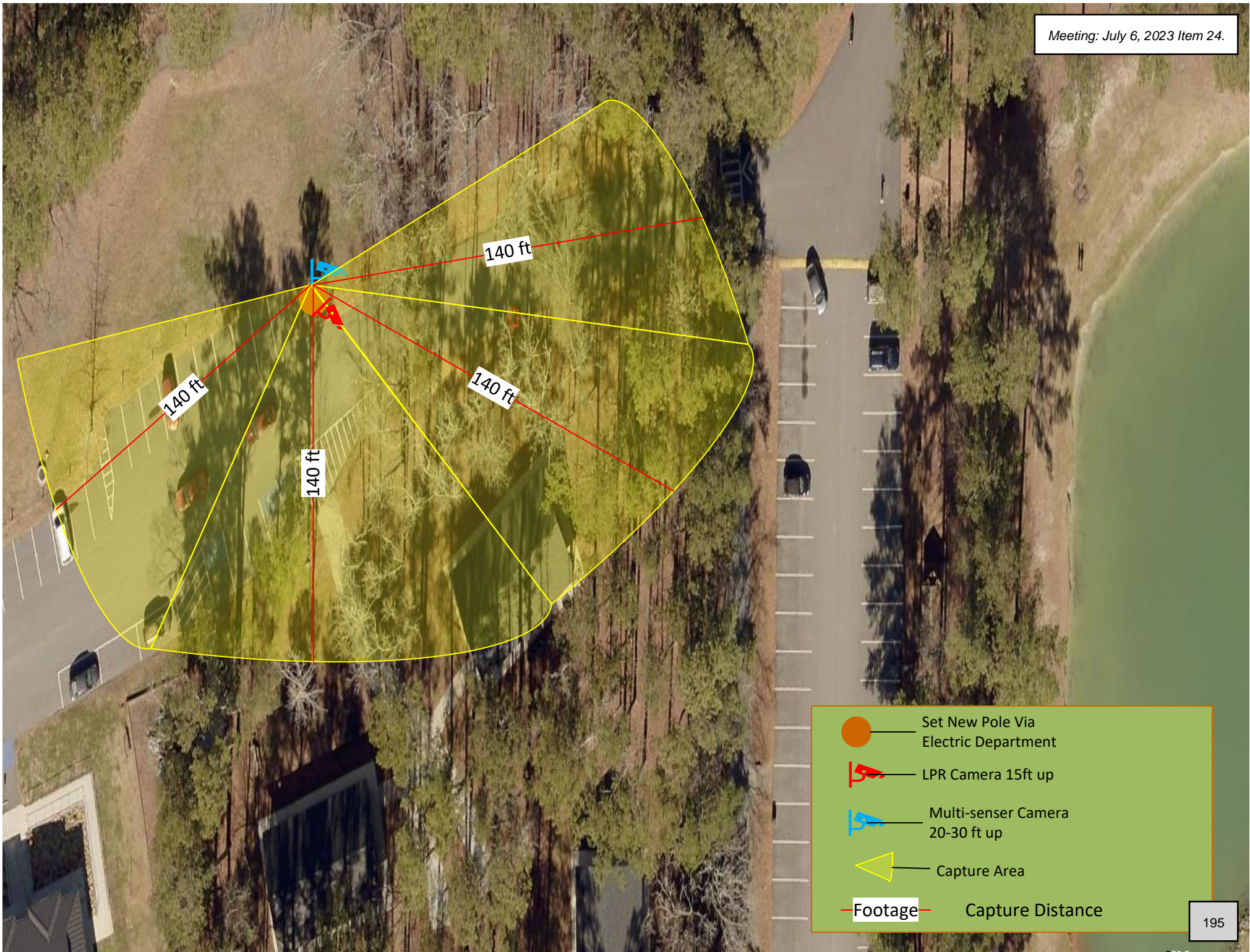
- Current Light Pole
- 🚦 LPR Camera 15ft up
- 🚦 Multi-sensor Camera 20-30 ft up
- 📐 Capture Area
- Footage — Capture Distance








- Current Light Pole
- 🚦 LPR Camera 15ft up
- 🚦 Multi-sensor Camera 20-30 ft up
- 📐 Capture Area
- Footage — Capture Distance







-  Set New Pole Via Electric Department
-  LPR Camera 15ft up
-  Multi-senser Camera 20-30 ft up
-  Capture Area
-  Capture Distance



- Set New Pole Via Electric Department
- 🚩 LPR Camera 15ft up
- 🚩 Multi-senser Camera 20-30 ft up
- 🔺 Capture Area
- Footage — Capture Distance

Quotation
6/13/2023- Cameras & Mounts

Quote: #2429
 Issued: 6/13/2023
 Expires: 7/13/2023

Prepared For:

Customer ID: 107723
 Jeremy Maxwell
 CITY OF CARTERSVILLE
 Cartersville, GA

Prepared By:

Kurt Gerald
 Vicon Industries
 135 Fell Ct
 Hauppauge, NY 11788
 843 283 1918
 kgerald@vicon-security.com

Line	Item	MSRP	Dealer Price	Qty.	Total
1	V2032-WIR-360 10517-25	\$4,231.00	\$2,494.00	5	\$12,470.00
MULTI-SENSOR STARLIGHT CAMERA; 32 MP; 360° coverage; four 8 MP image sensors; smart IR; four motorized 3.6-10 mm lenses; H.264/H.265; true WDR; provides remote positioning and presets; includes mounting cap; NDAA-compliant					
2	V1001-WM 10488-05	\$125.00	\$74.00	5	\$370.00
WALL MOUNT; for use with V1000-1/V2000 series multi-sensor cameras					
3	V1001-ADAPT 10488-25	\$50.00	\$29.00	6	\$174.00
ADAPTER PLATE; allows V1001-WM to be used with V-20B-A-4 pole mount adapter and V-24CMB-4 corner mounting bracket					
4	V-20B-A-4 10476-48	\$183.00	\$108.00	7	\$756.00
POLE MOUNT ADAPTER; for 4-10 in. diameter poles; painted aluminum construction, includes mounting straps; for pole mounting with a variety of Vicon mounting equipment					
5	V2008B-W310LPR 10554-20	\$2,115.00	\$1,247.00	1	\$1,247.00
OUTDOOR VANDAL BULLET STARLIGHT CAMERA WITH LPR; 8 MP; true WDR; 3.6-10 mm motorized varifocal lens; IR; advanced analytics; NDAA/GSA/TAA compliant; includes micro SD card LPR license					
6	V2000D-PLATE 10553-40	\$37.00	\$22.00	1	\$22.00
ADAPTER PLATE; allows the V2000D domes to be mounted to a 4x4 electrical box					
7	V-24CMB-4 10476-49	\$112.00	\$66.00	1	\$66.00

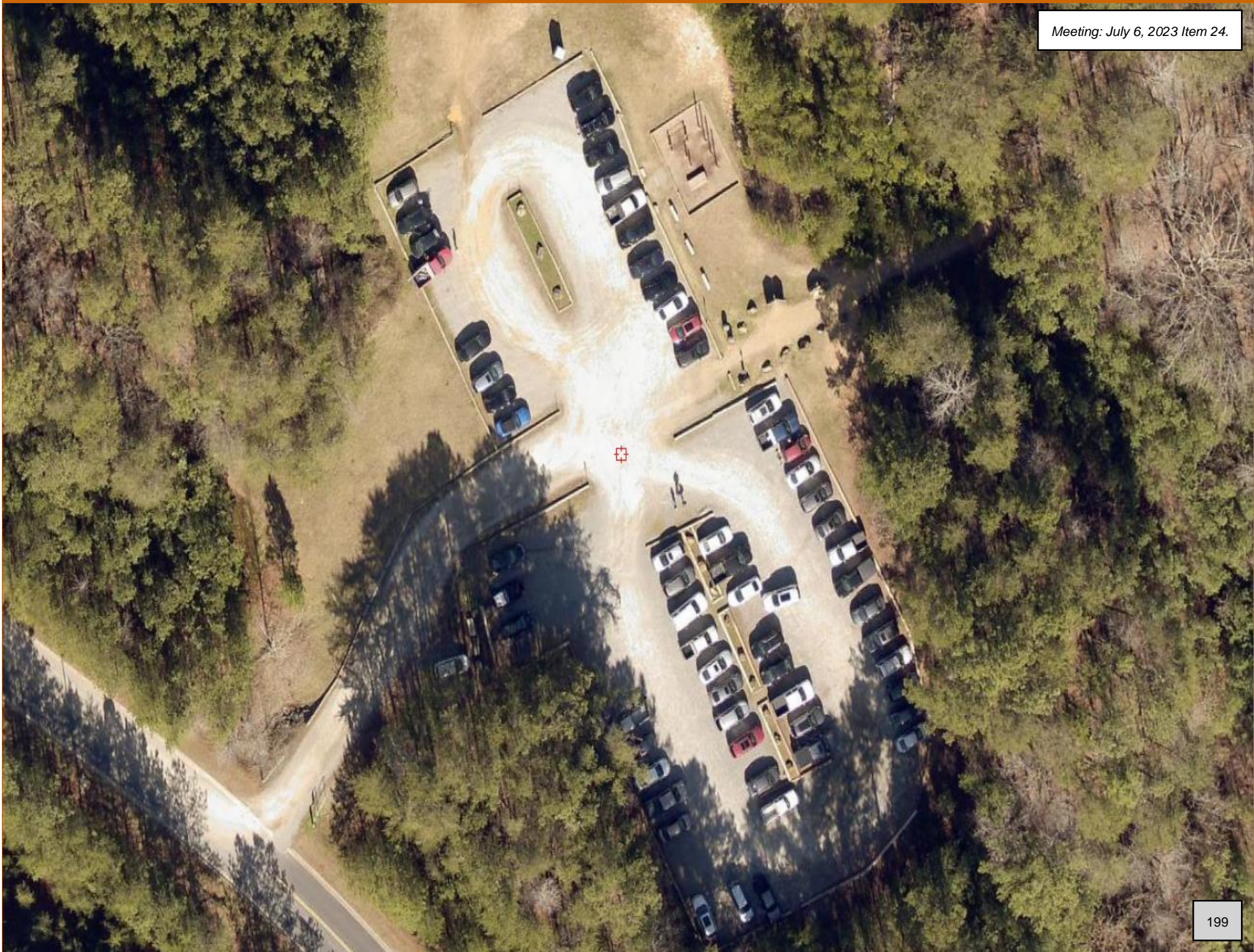
OUTSIDE CORNER MOUNT BRACKET; for corner mounting with a variety of Vicon mounts					
8	V2000D-ICH 10553-50	\$106.00	\$62.00	1	\$62.00
IN-CEILING MOUNTING KIT; allows the V2000D vandal domes to be installed in a hard ceiling					
9	V2000B-BOX 10554-35	\$44.00	\$26.00	1	\$26.00
BACKBOX; for ease of cabling for the V2000B bullet camera and V2360W camera					
10	V2000D-ICD 10553-45	\$144.00	\$85.00	1	\$85.00
IN-CEILING MOUNTING KIT; allows the V2000D vandal domes to be installed in a drop ceiling					
11	SVFT-WM-1 10476-05	\$87.00	\$51.00	1	\$51.00
WALL MOUNT; small; indoor/outdoor; compatible with V2000D-PTZ and V2000D-PM/V2XXXD-PM					
12	V2000D-PM 10553-30	\$67.00	\$39.00	1	\$39.00
PENDANT MOUNT; for the V2360W cameras; compatible with SVFT-WM-1 and SVFT-UWM-1 wall mounts					





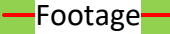
Total \$15,368.00

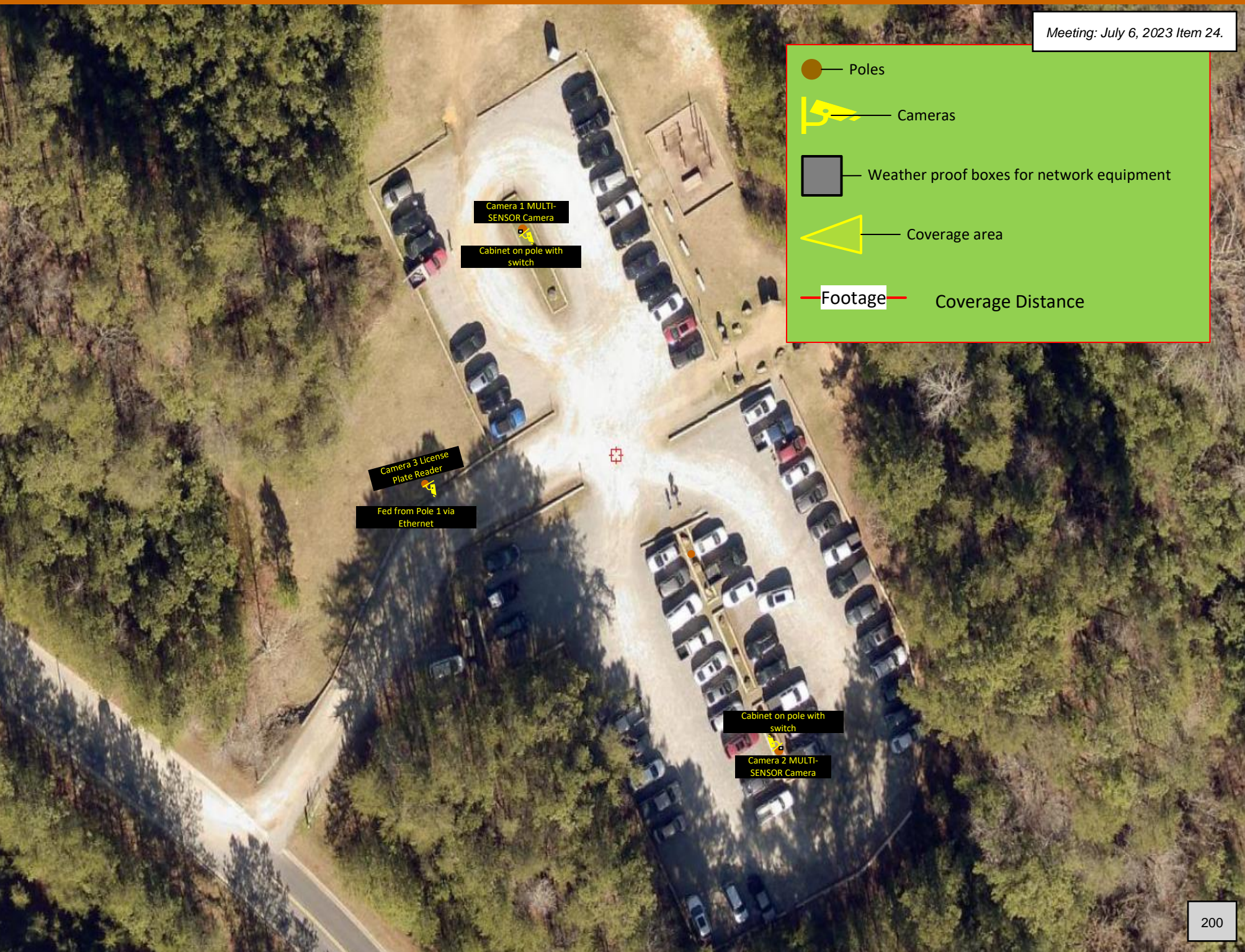
Please indicate here or on your Purchase Order whether this equipment quotation is being solicited pursuant to an order pending or received from the U.S General Services Administration (GSA) under contract number 47QSWA19D006F with Vicon Industries, Inc: ____ Yes/No

Vicon's [standard terms and conditions](#) found herein apply to all quotations. Prices are subject to change without notice.

This quotation package is for guideline purposes only and all prices must be validated by a Vicon representative. Vicon neither represents nor assumes responsibility that this quotation meets the end user's specifications or operational needs for performance or suitability.









-  Poles
-  Cameras
-  Weather proof boxes for network equipment
-  Coverage area
-  Footage Coverage Distance

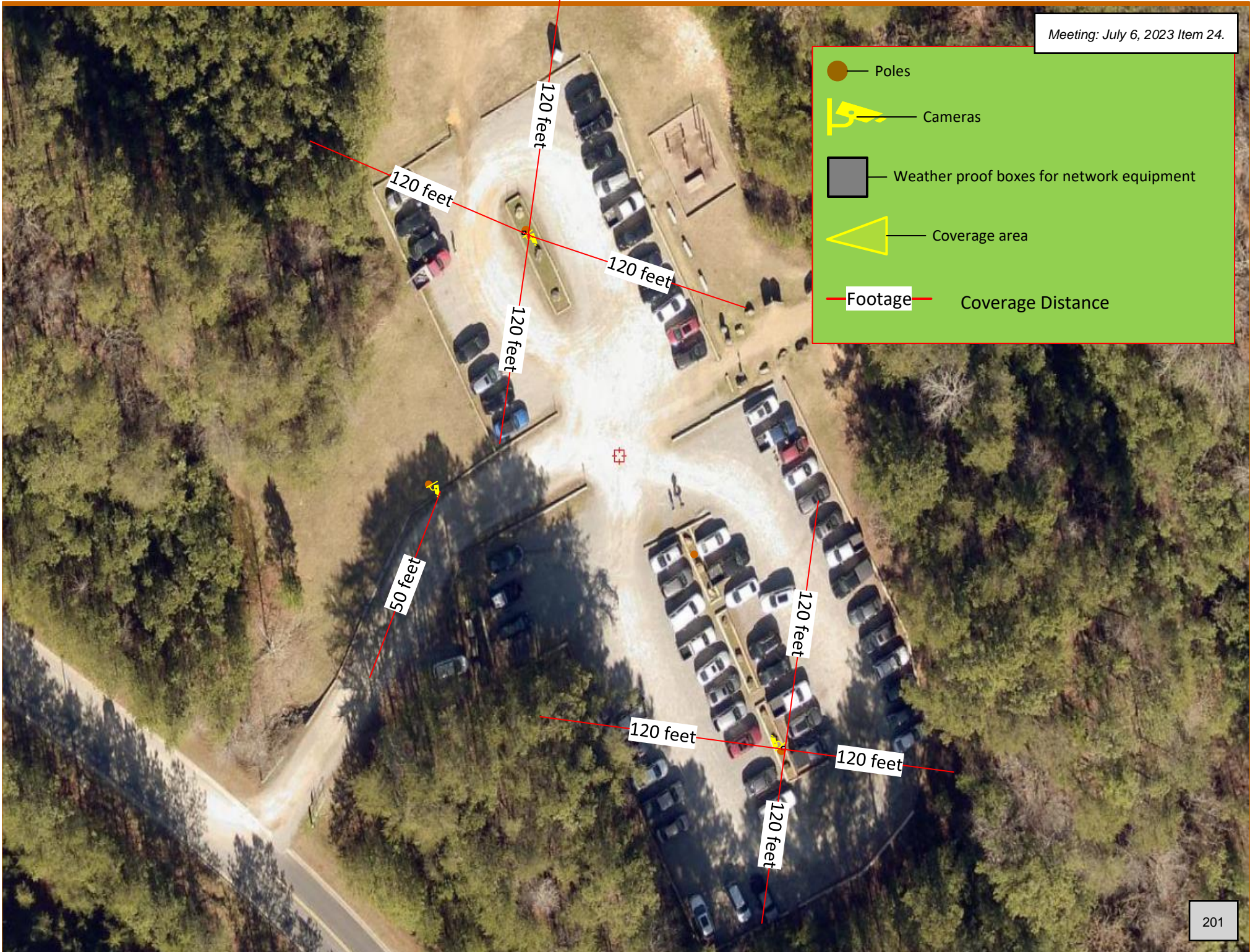


Camera 3 License Plate Reader
Fed from Pole 1 via Ethernet

Camera 1 MULTI-SENSOR Camera
Cabinet on pole with switch

Cabinet on pole with switch
Camera 2 MULTI-SENSOR Camera

-  Poles
-  Cameras
-  Weather proof boxes for network equipment
-  Coverage area
-  Footage
-  Coverage Distance



- Poles
- 📷 Cameras
- Weather proof boxes for network equipment
- 📐 Coverage area
- Footage — Coverage Distance





AI ANALYTICS INSIDE

V2000-WIR-360 Series

Roughneck AI Remote Positioning Multi-Sensor



 NDAA-Compliant  GSA  ONVIF S/G/T/M  TAA



AI ANALYTICS INSIDE

V2008B-W310LPR/V2008B-W818LPR

**Roughneck AI
License Plate
Recognition
Bullet Camera**



✓ NDAA-Compliant GSA Onvif 4.0 TAA



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom Department
AGENDA ITEM TITLE:	City Server Hardware Update
DEPARTMENT SUMMARY RECOMMENDATION:	The FiberCom Department requests to purchase new servers for a hardware update that will replace servers that were installed in 2017. These servers provide services to financial systems, utility billing, security, and many other uses. The total amount is \$78,031.52 from FiberStore. This is a budgeted item, paid for by 2020 SPLOST funds, and it is recommended for approval.
LEGAL:	N/A



INVOICE

Invoice Date 06 . 21 . 2023
Invoice No. IN102306210194
Currency USD
Order Number FS230620796222
PO No. 06202023SG1
Tracking No. 1Z70X4290315766277
Ship Method UPS Ground® service
Package 7pkg

Vendor

FS.COM INC
 380 CENTERPOINT BLVD
 NEW CASTLE, DE 19720
 United States
 Tel: +1 (888) 4687419

Deliver To

Fibercom
 500 South Tennessee St.
 STE 200
 Cartersville / Georgia / 30120
 United States
 Phone: 770-607-6299
 Consignee: Steven Grier

Bill To

Fibercom
 1 North Erwin St.
 Cartersville / Georgia / 30120
 United States
 Phone: 770-607-6299
 Consignee: Steven Grier

Description	Quantity(pcs)	Unit Price	Total
Gigabit Server Adapter: X710BM2-2SP HS code:8517623790 Product ID: 75600	4	US\$ 293.02	US\$ 1,172.08
Gigabit Server Adapter: XXV710AM2-2BP HS code:8517623790 Product ID: 75603	4	US\$ 459.62	US\$ 1,838.48
Switch: S5860-24XB-U HS code:8517623200 Product ID: 108716	4	US\$ 3,723.02	US\$ 14,892.08
Server: RS6140-V2 HS code:8471509000 Product ID: 139687	2	US\$ 6,839.42	US\$ 13,678.84

Subtotal US\$ 31,581.48
Shipping Fee free shipping
Sales Tax US\$ 0.00
Total **US\$ 31,581.48**

Declaration

1. We (The shipper) hereby guarantee to be responsible for the correctness and reality of the information given by the invoice.
2. The invoice should be filled in with English.

Diana.Lv

06 . 21 . 2023

Shipper's Signature

Signature Date

Order Number	FS230620126223	Date	06.20.2023
Payment Status	Paid		
PO No.	06202023SG1		
Trade Term	FOB		
Currency	USD		
Ship Via	UPS Ground®		
Created by	Diana.Lv		
Email	Diana.Lv@fs.com		

Deliver To	Billing To	Issued By
Fibercom	Fibercom	FS.com INC
500 South Tennessee St., STE 200	1 North Erwin St.	380 CENTERPOINT BLVD
Cartersville, 30120	Cartersville, 30120	NEW CASTLE, DE 19720
Georgia,United States	Georgia,United States	United States
Steven Grier	Steven Grier	Tel: +1 (888) 468 7419
TEL: 770-607-6299	TEL: 770-607-6299	

NO.	Product ID	Item Description	Qty (pcs)	Price	Total
1	150005	RS8260, 2U Rack Server, 4 x Intel® Xeon® Scalable Processors, Up to 6TB of Memory, 24 x 2.5" Hot-swap SAS/SATA/SSD Drive Bays, 4 x RJ45 1GbE Ports, 1600W Redundant	2	US\$23,225.02	US\$46,450.04

Other Comments or Special Instructions	SUBTOTAL	US\$46,450.04
	S&H	US\$0.00
	Sales Tax	US\$0.00
	TOTAL	US\$46,450.04

Declaration

1.This bill has already been settled. please do not transfer.

Authorised by	Diana.Lv
Date	06.20.2023



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom Department
AGENDA ITEM TITLE:	City Server Software Update
DEPARTMENT SUMMARY RECOMMENDATION:	The FiberCom Department requests to purchase new virtualization software and hard drives for the server hardware update project. The total amount is \$53,068.39 from CDWG. This is a budgeted item, funded by 2020 SPLOST funds, recommended for approval.
LEGAL:	N/A

Quote # 1CBQCKZ

Description: UPGRADE 2023

Created Date: 06/16/23

Status: Open

Last Edited Date: 06/16/23

Requested By: STEVEN GRIER

Customer Notes:

Ship to:

CITY OF CARTERSVILLE
ATTN:STEVEN GRIER
1 NORTH ERWIN ST.
CARTERSVILLE , GA 30120

Billed to:

CITY OF CARTERSVILLE
ATTN: ACCTS PAYABLE
1 N ERWIN ST
CARTERSVILLE , GA 30120-3121
(770) 387-5621

Shipping method:

UPS Ground (2 - 3 day)

Payment method:

Select payment method during checkout.

Quote Summary

Subtotal \$53,068.39

*US Tax \$0.00

Shipping \$0.00





Grand Total \$53,068.39

*Tax may change if this quote is amended by your account manager.

Checkout

Add to Cart

Product Details

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 <p>Kingston DC600M - SSD - Mixed Use - 3.84 TB - SATA 6Gb/s MFG Part: SEDC600M/3840G CDW Part: 7434052 UNSPSC: 43201830</p>	<p>207 units In Stock Ships today if ordered within 1 hrs 32 mins</p>	<p>\$336.39 Pricing Option Applied: COBB COUNTY - SLG / HiEd Accounts</p>	70.0	\$23,547.30
 <p>VMware vSphere Standard (v. 8) - license - 1 processor MFG Part: VS8-STD-C CDW Part: 7172799 UNSPSC:</p> <p>Electronic distribution - NO MEDIA</p>	<p>In Stock</p>	<p>\$1,038.58 Pricing Option Applied: State of Georgia Software</p>	10.0	\$10,385.80
 <p>VMware vCenter Server Standard for vSphere (v. 8) - license - 1 instance MFG Part: VCS8-STD-C-L4 CDW Part: 7207286 UNSPSC:</p> <p>Electronic distribution - NO MEDIA</p>	<p>In Stock</p>	<p>\$5,152.23 Pricing Option Applied: State of Georgia Software</p>	1.0	\$5,152.23
 <p>Microsoft Windows Server 2022 Standard - license - 16 cores MFG Part: 9EM-00831 CDW Part: 6776589 UNSPSC:</p>	<p>In Stock</p>	<p>\$998.79 Pricing Option Applied: State of Georgia Software</p>	14.0	\$13,983.06



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom Department
AGENDA ITEM TITLE:	Fiber Pathway Installation - Qcells
DEPARTMENT SUMMARY RECOMMENDATION:	Fiber Pathway Installation – Qcells- The FiberCom Department requests the construction and installation of a fiber pathway to provide internet services to Qcells, and the adjacent construction trailer area at 751 Great Valley Parkway. The total amount is \$85,810.40 from NCI. This is not a budgeted item; however, 2020 SPLOST funds are available, and it is recommended for approval.
LEGAL:	N/A

6/26/2023



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

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

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

Safety Standards:

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

Assumptions:

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

Rock Adders:

- Directional Drill w/Rock Head = \$25.00 per foot
- Directional Drill w/Rock Hammer @ 10,000 PSI = 97.00 per foot
- Rock excavation via open trench \$16.00 per foot
- Rock excavation via open trench w/Rock Hammer = \$25.00 per foot
- This will be in addition to the previously agreed upon foot price.*

Bill Of Materials			
DESCRIPTION	UNITS	UNIT PRICE	EXTENDED PRICE
MATERIAL			
3400) ft Directional Bore (2) 1-1/4" HDPE (HH 1 - Great Valley)	3400	\$ -	\$ -
2400) ft Directional Bore (2) 1-1/4" HDPE (Pine Log HH - Trailer)	2400	\$ -	\$ -
1000) ft Directional Bore (2) 1-1/4" HDPE (HH - to modeul building)	1000	\$ 28.73	\$ 287.28
(525) ft Directional Bore (2) 1-1/4" HDPE (Trailer City HH)	525	\$ -	\$ -
(7625) ft Install Tracer	7625	\$ -	\$ -
Install Marker Poles			
Install Fiber (60ct ADSS)			
Install Fiber (12ct Flat Drop)			
Install 24"x36"x36" (Handhole with gravel)			
LABOR			
3400) ft Directional Bore (2) 1-1/4" HDPE (HH 1 - Great Valley)	3400	\$ 10.00	\$ 34,000.00
2400) ft Directional Bore (2) 1-1/4" HDPE (Pine Log HH - Trailer)	2400	\$ 10.00	\$ 24,003.84
1000) ft Directional Bore (2) 1-1/4" HDPE (HH - to modeul building)	1000	\$ 10.00	\$ 10,001.60
(525) ft Directional Bore (2) 1-1/4" HDPE (Trailer City HH)	525	\$ 10.00	\$ 5,250.84
(7625) ft Install Tracer	7625	\$ 0.10	\$ 760.59
Install Marker Poles	5	\$ 50.00	\$ 250.00
Install Fiber (60ct ADSS)	7300	\$ 0.75	\$ 5,475.00
Install Fiber (12ct Flat Drop)	2375	\$ 0.75	\$ 1,781.25
Install 24"x36"x36" (Handhole with gravel)	10	\$ 400.00	\$ 4,000.00

Material: \$ 287.28
 Labor: \$ 85,523.12
 Total: \$ 85,810.40

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

Scope of Work

- Install (10) 24"x 36" hand holes
- Install (7325') of (2) 1-1/4" HDPE
- Install (7625') of Tracer Wire
- Install (7300') 60ct ADSS Fiber
- Install (2375') 12ct Flat Drop
- Install (5) Marker Poles

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

Sincerely,

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



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 6, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Office 365 Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	The FiberCom Department requests the purchase of Microsoft Office 365 renewal for all city end users. This is the system used for office productivity applications as well as email communications and system security. The total amount is \$82,861.68 from CDWG. This is a budgeted item recommended for approval.
LEGAL:	N/A



Thank you for choosing CDW. We have received your

Meeting: July 6, 2023 Item 28.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

STEVEN GRIER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES: Thank you.
Adam Bruno
312-705-0710
adabrun@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NLGG158	6/27/2023	MS EA ANNUAL 2.0	11372497	\$82,861.68

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA O365 E3 GCC P USER Mfg. Part#: AAA-11894-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	280	3753337	\$232.32	\$65,049.60
Microsoft Exchange Online Plan 1 - subscription license - 1 user Mfg. Part#: 3MS-00001-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	16	3083170	\$35.88	\$574.08
Microsoft Defender for Endpoint Plan 2 - subscription license - 1 user Mfg. Part#: 7KB-00001-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	265	6706236	\$53.04	\$14,055.60
Microsoft Defender for Endpoint Server - subscription license - 1 license Mfg. Part#: 7JI-00001-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	60	6398425	\$53.04	\$3,182.40

SUBTOTAL \$82,861.68

Meeting: July 6, 2023 Item 28.

SHIPPING

SALES TAX

\$0.00

GRAND TOTAL

\$82,861.68




PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF CARTERSVILLE ACCTS PAYABLE 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF CARTERSVILLE STEVEN GRIER 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Adam Bruno | (877) 325-6613 | adabrun@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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